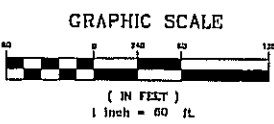
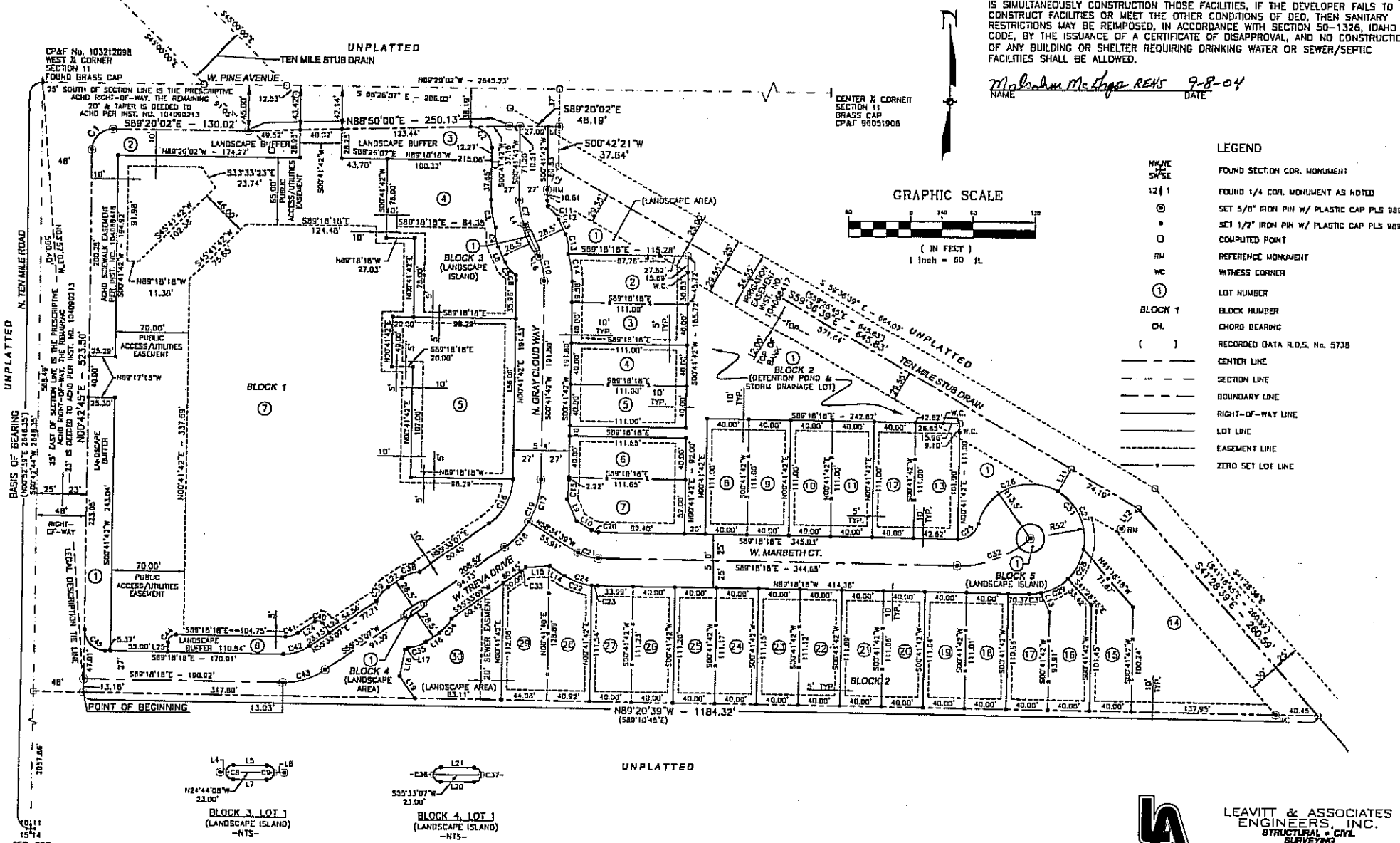


# THE COURTYARDS AT TEN MILE SUBDIVISION

A PORTION OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 11  
 TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
 MERIDIAN, ADA COUNTY, IDAHO  
 2004

**APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT**  
 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

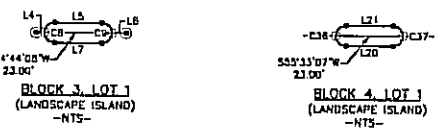
*Malcolm McHugh* REHS 9-8-04  
 NAME DATE



**LEGEND**

NW/NE SW/SE	FOUND SECTION COR. MONUMENT
12 1	FOUND 1/4 COR. MONUMENT AS NOTED
⊙	SET 5/8" IRON PIN W/ PLASTIC CAP PLS 9895
•	SET 1/2" IRON PIN W/ PLASTIC CAP PLS 9895
○	COMPUTED POINT
RM	REFERENCE MONUMENT
WC	WITNESS CORNER
①	LOT NUMBER
BLOCK 1	BLOCK NUMBER
CH	CHORD BEARING
( )	RECORDED DATA R.D.S. No. 5738
- - - - -	CENTER LINE
- - - - -	SECTION LINE
- - - - -	BOUNDARY LINE
- - - - -	RIGHT-OF-WAY LINE
- - - - -	LOT LINE
- - - - -	EASEMENT LINE
- - - - -	ZERO SET LOT LINE

SEC. COR. FOUND 3/4" IRON PIN CP&F 8725155



**LA LEAVITT & ASSOCIATES ENGINEERS, INC.**  
 STRUCTURAL & CIVIL SURVEYING  
 1274 1ST STREET SOUTH MAHON, IDAHO 83401  
 PHONE (208)443-2112/443-7878 FAX (208)443-8040

# THE COURTYARDS AT TEN MILE SUBDIVISION

A PORTION OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SW<sup>1</sup>/<sub>4</sub> OF SECTION 11  
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
MERIDIAN, ADA COUNTY, IDAHO  
2004

**NOTES:**

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH CONDITIONAL USE PERMIT (CUP-03-020).
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION.
3. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH SECTION 31-3905 OF THE IDAHO CODE CONCERNING IRRIGATION WATER.
4. ALL LOTS IN THIS SUBDIVISION ARE FOR MULTI-FAMILY DWELLINGS EXCEPT LOTS 1, 2, 3, & 8, BLOCK 1; LOTS 1 & 30, BLOCK 2; LOT 1, BLOCK 3; LOT 1, BLOCK 4; AND LOT 1, BLOCK 5, WHICH ARE CONSIDERED COMMON LOTS AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
5. RIGHT TO FARM ACKNOWLEDGMENT: THE PROPERTY DESCRIBED HERE-IN IS LOCATED IN AN AGRICULTURAL AREA. THIS IS AN AREA IN WHICH AGRICULTURAL OPERATIONS ARE ONGOING AND MAY INCLUDE PRODUCTION OF CROPS, FEEDLOTS, GRAVEL PITS, AERIAL SPRAYING, AND DAIRY OR HOE OPERATIONS. ALL OF THESE ACTIVITIES MAY RESULT IN THE PRODUCTION OF NOISE, ODORS, AND DUST. THEY MAY INVOLVE LIGHTS OR THE USE OF MACHINERY IN THE NIGHTTIME HOURS AND OTHER INCONVENIENCES.
6. NON-BUILDABLE LOTS ARE COVERED BY BLANKET PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT. THESE ARE BLOCK 1, LOTS 1-3 AND 8; BLOCK 2, LOTS 1 AND 30; BLOCK 3, LOT 1; BLOCK 4, LOT 2; AND BLOCK 5, LOT 1.
7. THE PRESSURE IRRIGATION SYSTEM WITHIN THIS DEVELOPMENT WILL BE OWNED AND MAINTAINED BY NAIPA & MERIDIAN IRRIGATION DISTRICT.
8. THE OWNER OF EACH LOT ACROSS WHICH PASSES AN IRRIGATION/DRAINAGE DITCH OR PIPE, IS RESPONSIBLE FOR THE MAINTENANCE THEREOF, UNLESS SUCH RESPONSIBILITY HAS BEEN ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
9. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
10. NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOTS IN THIS SUBDIVISION UNTIL THE PROVISIONS OF THE RECORDED DEVELOPMENT AGREEMENT INSTRUMENT NO. 103104142 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF MERIDIAN.
11. ANY DRAINAGE AREAS (DETENTION/RETENTION BASIN) MUST BE DESIGNED TO ENSURE THAT WATER WILL PERCOLATE OR DISCHARGE WITHIN A PERIOD OF TIME NOT TO EXCEED 24 HOURS FOR ALL STORMS UP TO AND INCLUDING A 100 YEAR STORM EVENT.
12. A PORTION OF LOT 13, BLOCK 2 IS SERVANT TO AND CONTAIN THE ACID STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACID PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	31.40'	20.00'	89°57'13"	28.27'	N45°41'21"E
C2	32.07'	20.00'	91°51'43"	28.74'	N45°14'09"W
C3	27.59'	82.00'	19°16'32"	27.46'	S08°56'34"E
C4	18.99'	32.00'	34°00'22"	18.72'	S07°43'57"E
C5	16.25'	32.00'	29°06'02"	16.08'	S39°17'09"E
C6	5.07'	28.00'	10°22'44"	5.07'	S04°29'40"E
C7	24.41'	55.00'	25°25'50"	24.21'	S12°01'13"E
C8	11.00'	3.50'	180°00'00"	7.00'	S85°15'52"W
C9	11.00'	3.50'	180°00'00"	7.00'	N65°15'52"E
C10	24.41'	55.00'	25°25'50"	24.21'	N12°01'13"W
C11	5.65'	28.00'	11°33'28"	5.64'	S05°05'02"E
C12	16.55'	32.00'	29°37'33"	16.36'	N38°32'54"W
C13	19.19'	32.00'	34°21'40"	18.90'	N07°33'18"W
C14	26.60'	82.00'	18°35'17"	26.49'	N08°35'56"W
C15	18.63'	107.00'	9°58'30"	18.60'	N05°40'57"E
C16	50.58'	53.00'	54°41'02"	48.69'	N28°12'36"E
C17	42.90'	80.00'	30°43'37"	42.39'	N16°03'31"E
C18	33.69'	80.00'	24°07'48"	33.44'	N43°29'14"E
C19	76.59'	80.00'	54°51'25"	73.70'	N28°07'25"E
C20	6.87'	13.00'	30°43'38"	6.89'	S73°56'28"E
C21	20.38'	38.00'	30°43'38"	20.14'	S73°56'28"E
C22	27.77'	63.00'	25°15'12"	27.54'	S71°12'18"E
C23	6.02'	63.00'	5°28'26"	6.02'	S86°34'04"E
C24	33.79'	63.00'	30°43'38"	33.38'	S73°56'28"E
C25	26.36'	20.00'	75°31'17"	24.49'	N52°56'04"E
C26	95.49'	52.00'	105°12'55"	82.63'	S67°46'53"W
C27	64.03'	52.00'	70°33'16"	60.06'	N24°20'01"W
C28	31.46'	52.00'	34°39'53"	30.98'	N28°16'33"E
C29	28.88'	52.00'	32°55'38"	29.47'	N62°04'19"E
C30	11.41'	52.00'	12°34'19"	11.39'	N84°48'18"E
C31	232.28'	52.00'	255°56'02"	81.89'	N36°51'34"W
C32	76.80'	105.40'	41°44'50"	75.11'	N69°37'41"E
C33	6.31'	107.00'	3°22'39"	6.31'	N53°51'48"E
C34	18.13'	32.00'	32°27'39"	17.89'	N39°19'18"E
C35	18.13'	32.00'	32°27'39"	17.89'	N71°46'57"E
C36	11.00'	3.50'	180°00'00"	7.00'	S34°26'53"E
C37	11.00'	3.50'	180°00'00"	7.00'	N34°26'53"W
C38	18.13'	32.00'	32°27'39"	17.89'	S71°46'57"W
C39	18.13'	32.00'	32°27'39"	17.89'	S39°19'18"W
C40	7.85'	5.00'	90°00'00"	7.07'	N79°26'53"W
C41	12.27'	20.00'	35°08'35"	12.08'	N73°07'25"E
C42	26.37'	43.00'	35°08'35"	25.96'	N73°07'25"E
C43	42.94'	70.00'	35°08'34"	42.27'	N73°07'25"E
C44	11.78'	7.50'	90°00'00"	10.61'	S45°41'42"W
C45	31.42'	20.00'	80°01'02"	28.29'	S44°17'46"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.68'	S89°20'02"E
L2	25.08'	N25°52'24"E
L3	16.00'	S24°44'08"E
L4	5.61'	S24°44'08"E
L5	16.00'	S24°44'08"E
L6	4.79'	S24°44'08"E
L7	16.00'	S24°44'08"E
L8	16.00'	S24°44'08"E
L9	22.73'	S23°57'14"E
L10	17.15'	S58°34'39"E
L11	25.25'	N30°23'21"E
L12	25.32'	N39°27'21"E
L13	20.81'	S23°49'37"E
L14	17.15'	N58°34'39"W
L15	22.73'	S86°47'55"W
L16	16.00'	S55°33'07"W
L17	3.71'	S55°33'07"W
L18	25.46'	S10°33'07"W
L19	25.86'	S34°26'53"E
L20	16.00'	S55°33'07"W
L21	16.00'	S55°33'07"W
L22	16.00'	S55°33'07"W
L23	12.00'	N34°26'53"W
L24	20.29'	S55°33'07"W
L25	9.36'	S00°41'42"W



# THE COURTYARDS AT TEN MILE SUBDIVISION

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 11  
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN  
MERIDIAN, ADA COUNTY, IDAHO  
2004

### CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT DTE DEVELOPMENT, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS COURTYARDS AT TEN MILE SUBDIVISION, AND STATES THAT IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY AS SHOWN ON THIS SUBDIVISION PLAT AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH TEN MILE ROAD FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 11 BEARS NORTH 03°57'03" WEST A DISTANCE OF 590.40 FEET;  
THENCE ALONG SAID RIGHT-OF-WAY NORTH 00°42'45" EAST A DISTANCE OF 523.50 FEET;  
THENCE ALONG A TANGENT CIRCULAR CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89°57'13" AN ARC LENGTH OF 31.40 FEET (WITH A CHORD BEARING OF NORTH 45°41'21" EAST, AND A CHORD DISTANCE OF 28.27 FEET) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST PINE AVENUE;  
THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING (3) THREE COURSES;  
SOUTH 89°20'02" EAST A DISTANCE OF 130.02 FEET;  
NORTH 88°50'00" EAST A DISTANCE OF 250.13 FEET;  
SOUTH 89°20'02" EAST A DISTANCE OF 48.19 FEET;  
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°42'21" WEST TO A POINT ON THE CENTERLINE OF THE TEN MILE STUB DRAIN A DISTANCE OF 37.84 FEET;  
THENCE ALONG SAID DRAIN THE FOLLOWING (2) TWO COURSES  
SOUTH 59°36'39" EAST A DISTANCE OF 645.83 FEET;  
SOUTH 41°28'38" EAST A DISTANCE OF 280.59 FEET;  
THENCE LEAVING SAID DRAIN NORTH 88°20'39" WEST A DISTANCE OF 1,184.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF APPROXIMATELY 480,078 SQUARE FEET 10.56 ACRES.

**BASIS OF BEARINGS:**  
THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 00°42'44" WEST.

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT.

PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND USE OF PUBLIC UTILITY AND DRAINAGE EASEMENTS REQUIRED TO SERVICE ALL LOTS AND PARCELS WITHIN THIS PLATTING IS PERPETUALLY RESERVED AND NO STRUCTURE OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

ALL LOTS WITHIN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM, AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 7<sup>th</sup> DAY OF September, 2004.

Thomas M. Bevan Jr.  
THOMAS M. BEVAN JR.  
MANAGER OF DTE DEVELOPMENT L.L.C.

### ACKNOWLEDGMENTS

STATE OF IDAHO }  
COUNTY OF Boyer } ss.

ON THIS 7<sup>th</sup> DAY OF September, IN THE YEAR 2004, BEFORE ME Junelle Geise PERSONALLY APPEARED THOMAS M. BEVAN JR. KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF DTE DEVELOPMENT L.L.C., AND THE MANAGER WHO SUBSCRIBED SAID L.L.C.'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID L.L.C.'S NAME.

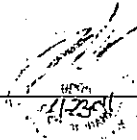
NOTARY PUBLIC FOR IDAHO  
MY COMMISSION EXPIRES: 1-3-2010

JUNELLE GEISE,  
NOTARY PUBLIC,  
STATE OF IDAHO

### CERTIFICATE OF SURVEY

I, KENNETH H. COOK, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO; THAT THIS PLAT OF THE COURTYARDS AT TEN MILE SUBDIVISION, AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS PLATTED THEREON; & THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TITLE 55, CHAPTER 16, CORNER PERPETUATION AND FILING, AND TITLE 50, CHAPTER 13, PLATS AND VACATIONS, OF THE IDAHO STATE CODE.

KENNETH H. COOK  
P.L.S. 9895



### APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS SUBDIVISION PLAT AND THAT IT IS IN COMPLIANCE WITH STATE OF IDAHO CODE, TITLE 50, CHAPTER 13, RELATING TO PLATS AND VACATIONS.

John E. Burdett  
SURVEYOR NAME AND LICENSE NO. P.L.S. 10301 9/10/04

### CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR ADA COUNTY, IDAHO, PER THE REQUIREMENTS OF STATE OF IDAHO CODE, TITLE 50, CHAPTER 13, SECTION 50-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY IN THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Angela Fischer by Jodi Magment  
ADA COUNTY TREASURER Deputy Treasurer 9-13-04 DATE



### APPROVAL OF CITY ENGINEER

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

Brad R. Wetmore  
CITY ENGINEER

DATE

### APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 11<sup>th</sup> DAY OF December, 2002, THIS PLAT WAS ACCEPTED AND APPROVED.

Willie G. Berg Jr.  
CITY CLERK, MERIDIAN, IDAHO



### CERTIFICATE OF ADA COUNTY RECORDER

INSTRUMENT NO. 104117476

STATE OF IDAHO }  
COUNTY OF ADA } ss.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF Thomas M. Bevan Jr. AT 14 MINUTES PAST 4 O'CLOCK P.M. THIS 13<sup>th</sup> DAY OF Sept., A.D. 2004, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 89 OF PLATS AT PAGES AND 10414 THRU 10414

W. Olson  
DEPUTY  
FEE: \$160

J. David Harrison  
EX-OFFICIO RECORDER

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THIS 2<sup>nd</sup> DAY OF June, 2002.

Donna L. Johnson  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT

DATE



LEAVITT & ASSOCIATES  
ENGINEERS, INC.  
SURVEYING  
1324 1ST STREET, SOUTH HANCO, IDAHO 83851  
PHONE (208) 443-2211/(407) 7970 FAX (208) 443-1040  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE COURTYARDS AT TEN MILE  
RESIDENTIAL SUBDIVISION**

(Also known from the original plat as The Courtyards Subdivision, in the City of Meridian, County of Ada, State of Idaho)



THIS DECLARATION is made on the date hereinafter set forth by DTE Development, LLC., hereinafter referred to as the "Declarant".

**WITNESSETH**

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

The Courtyards at Ten Mile Residential Subdivision, as described in the attached legal description, attached as Exhibit A to these CCR's.

WHEREAS, Declarant desires to subject the above described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold, and conveyed, upon, and subject to, the easements, conditions, covenants, restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of, and which shall run with the Properties, and shall be binding on all parties now or hereafter having any right, title, or interest therein, or to any part hereof, and shall inure to the benefit of each owner thereof.

**ARTICLE ONE: DEFINITIONS**

The following terms shall have the following meanings:

- 1.1 ASSOCIATION shall mean and refer to the Courtyards at Ten Mile Residential Subdivision Association, Inc., a non-profit corporation organized under the laws of the state of Idaho, its successors and/or assigns. It may also be referred to herein as the Homeowners' Association and/or Property Owners' Association. As used herein, these terms all refer to the 'Association';

- 1.2 **COMMON AREA:** Shall mean all real property and improvements thereon, including private streets, drives, parking areas, and recreational facilities, owned by the Association for the common use and enjoyment of the Owners. The Common areas to be owned by the Association at the time of the conveyance of the first lot is/are described as follows:
- |       |                             |          |               |
|-------|-----------------------------|----------|---------------|
| 1.2.1 | Block 2: Lot 1, and Lot 30; | Block 01 | Lot 01        |
| 1.2.2 | Block 3: Lot 1;             | Block 01 | Lot 02        |
| 1.2.3 | Block 4: Lot 1;             | Block 01 | Lot 03        |
| 1.2.4 | Block 5: Lot 1;             | Block 01 | Lot 06 and 07 |
- 1.3 **DECLARANT:** shall mean and refer to DTE Development, LLC, its successors and/or assignees, and subject to the provisions of Article 15, section 4, set forth below;
- 1.4 **DECLARATION:** shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho;
- 1.5 **DWELLING UNIT:** shall mean that portion or any part of any structure intended to be occupied by a person, persons, and/or one family unit, together with the vehicular parking garage attached thereto, and any and all projections therefrom;
- 1.6 **FIRST MORTGAGE:** shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage;
- 1.7 **INSTITUTIONAL HOLDER:** shall mean a Mortgagee which is a bank, savings and loan association, or established mortgage company, or other entity chartered under federal and/or state laws, and/or any corporation or insurance company, or any federal or state agency;
- 1.8 **LOT or LOTS:** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common areas;
- 1.9 **MORTGAGE:** shall mean any mortgage, deed of trust, or other security instrument by which a Dwelling Unit or any part thereof is encumbered;
- 1.10 **MORTGAGEE:** shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage;
- 1.11 **OWNER:** shall mean and refer to the record owner, whether one or more persons and/or entities, of the fee simple titled to any lot which is part of the Properties including contract sellers, but excluding those having such interest merely as a security of the performance of an obligation;
- 1.12 **PLAT:** shall mean a final subdivision plat covering any real property in the Courtyards at Ten Mile Residential Subdivision as recorded in the office of the county recorder for

the county of Ada in the state of Idaho, as the same may be amended by duly recorded amendments thereto;

- 1.13 **PROPERTIES:** shall mean and refer to that certain real property hereinabove described;

## **ARTICLE TWO: PROPERTY RIGHTS**

- 2.1 **ENJOYMENT OF COMMON AREA(S):** Each Owner shall have a right and easement of quiet enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:
- A. The right of the Association to levy reasonable assessments for the maintenance of any landscaping improvement, or other facilities situated upon the common area;
  - B. The right of the Association to suspend the voting rights and the right to the use of the recreational facilities, if any, by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infractions of it published rules and/or regulations;
  - C. The right of the Association to limit the number of members permitted to use the Common Area at any given time;
  - D. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or to otherwise control the right to charge a special use fee for members who desire exclusive, short-term use of such facility, and who are willing to pay a special fee or assessment for such use;
  - E. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the common area and facilities and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66 2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of the Common Area shall be subject to, and subordinate to the rights of ingress and egress of an Owner to his/her lot;
  - F. The rights of the Association, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area, and facilities may be alienated, released, transferred, hypothecated, or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person, or by proxy at a meeting duly held for this purpose;

G. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of the Common Area, by the members of the Association, without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including, without limitation, rules restricting persons under or over designated ages from using certain portions of the Common Area during certain times and reasonable regulations and restrictions regarding vehicle parking.

2.2 DELEGATION OF USE: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the common area and facilities to the members or his/her family, his/her tenants or contract purchasers, provided that they reside on the property at the time of such use.

### **ARTICLE THREE: PROPERTY OWNERS' ASSOCIATION**

3.1 MEMBERSHIP: Every owner of a lot, which is subject to the assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed upon the Owners/members for damage to Common areas or Lots in the subdivision;

3.2 VOTING RIGHTS: The Association shall have two classes of voting membership:

A. Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot with multiple owners shall be exercised as the owner(s) determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes and/or cumulative voting shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

B. Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- i. When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or
- ii. On December 31, 2014.

### 3.3 ASSESSMENTS

- A. **Creation of Lien and personal obligation of Assessments:** Each owner of any lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
- i. Regular annual or other regular periodic assessments or charges; and
  - ii. Special Assessments for capital improvements, such assessments to be fixed, established and collected from time to time, as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. **Purpose of Assessments:** The assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, for the operation, maintenance repair, and improvement of the Common Areas, and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the bylaws of the Association and for any other purpose reasonably authorized by the directors of the Association.
- C. **Reserve Account:** A portion of the assessment shall be applied to a reserve account which shall build a reserve to fund capital improvements and/or major maintenance expenses apportionable to each lot. Examples of capital improvements include, but are not limited to: roof replacements for each building in the subdivision to replace roofs at periodic intervals, parking resurfacing and/or replacement, landscaping repairs, replacement and improvement. (This list is NOT all inclusive for purposes of determining the apportionment and/or payment of funds from the reserve account).
- D. **Maximum Annual Assessment:** Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be NINE HUNDRED (\$900.00) dollars.
- i. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above;



- ii. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose;
  - iii. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.
- E. Initiation and Transfer Assessments: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of THREE HUNDRED FIFTY dollars (\$350.00). Upon each subsequent conveyance of each Lot, the purchaser thereof shall pay to the Association a transfer assessment in the amount of \$50.00.
- F. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
- G. Notice and Quorum for Any Action Authorized Under Sections 3 C and 3 E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 C or 3 E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.
- H. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- I. Effect of Nonpayment of Assessments: Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
  
- J. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
  
- K. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
  - i. All property expressly dedicated to and accepted by a Local public authority;
  - ii. The Common Area(s);
  - iii. All other Properties owned by Declarant or the Association;
  - iv. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

#### **ARTICLE FOUR: IRRIGATION WATER SUPPLY SYSTEM**

4.1 Irrigation Water Supply: Each Lot shall have receive the benefit to and have access to the use of an Irrigation Water Supply System to be constructed by Declarant. The System will provide water to each lot as long as Nampa Meridian delivers water to the lot. The association shall not be responsible for providing water to each lot in the event that Nampa Meridian ceases to deliver water to the subdivision. All Owners to which the system has been extended shall be required to pay any assessment levied by the Association for the irrigation water.

4.2 Easement For Irrigation Water Supply System: Declarant and the Nampa Meridian Irrigation District shall have a permanent easement for the construction, maintenance and repair of the irrigation water supply system and related wells, pumps, pipes, and any other conveyancing apparatus in the utility easement areas as are depicted on the Plat, together with the right of ingress to and egress from the easement premises

over and across the privately owned property of Owners to perform maintenance upon the well, pump, pipes and other conveyancing apparatus comprising the irrigation water supply system together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

## ARTICLE FIVE: EASEMENTS

- 5.1 Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Areas as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eaves and/or balcony overhangs. The Association shall also have the future right to easements on separate, individual lots for landscaping, irrigation, roof replacement / repair, maintenance to grounds and other improvements.
- 5.2 Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.
- 5.3 Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties and the Common Area, including, but not limited to, snow removal, landscape maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging bushes and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

## **ARTICLE SIX: ASSOCIATION MAINTENANCE RESPONSIBILITY**

- 6.1 The Association shall provide maintenance to, and shall be responsible for the Common Areas set forth above in Section 1, and any improvements thereon, including all drainage facilities in Block 2, lot 1; additional common areas and the landscaped traffic islands identified as Block 3, Lot 1; Block 4, Lot 1; and Block 5, Lot 1 located in the residential subdivision. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit, except any perimeter fence which may be constructed around the Properties, the maintenance of which shall be done by the Association. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred-eighty (180) days of the damage or destruction.

## **ARTICLE SEVEN: PRIVATE ROADWAY AND STORM WATER DRAINAGE AND RETENTION SYSTEM**

- 7.1 Private Roadway Maintenance: The Association shall be responsible for the maintenance of any roadways designated as private roadways in the residential portion of the subdivision.
- 7.2 Ada County Highway District Storm Water and Drainage Easement: Ada County Highway District (ACHD) is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 1, of Block 2 of the Courtyards at Ten Mile Residential Subdivision, and upon which Declarant shall have constructed a storm water retention ponds to be owned by the Association and operated and maintained as set forth herein. The easement granted hereby shall include the right to construct, install, maintain and replace a Storm Water Drainage and Retention System, together with the right of access thereto for all purposes consistent with this grant of easement. As used herein, the Storm Water Drainage and Retention System also includes the street gutters, drop inlets, storm drainpipes and all related facilities.
- 7.3 Storm Water and Drainage Easement Area Restrictions: The drainage easement area described in this Article shall be improved with bio-vegetated grassy swales in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, shrubs and grass) and playground equipment, benches and the like may be placed or installed in the bio-vegetated grassy swale areas, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention System. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no

responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

**7.4 Operation and Maintenance of Storm Water Drainage and Retention System:**

The Association shall provide all "light" maintenance of the Storm Water Drainage and Retention System, including the storm water retention ponds described herein as specified in the Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Ponds Located Within The Courtyards at Ten Mile Residential Subdivision, prepared by Leavitts and Associates Engineering, their heirs, successors, and/or assigns.

Required maintenance shall include, but not be limited to, the following:

- A. Periodic inspection of the Storm Water Drainage and Retention System, including the banks of the retention area and bio-vegetated grassy swales for water spots and other erosion, on at least a monthly basis;
- B. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention System;
- C. Collection and disposal of any and all trash and debris found in and around the easement area; and
- D. Periodic inspection of the bottom of the bio-vegetated grassy swale areas for the accumulation of sediment or organic materials.
- E. ACHD shall have the right to inspect such facilities and/or areas, and if necessary, promptly perform any required maintenance.
- F. The concurrence by ACHD is required with any proposed changes in the previously approved documentation pertaining to the maintenance and access to any of the areas affected and/or affecting ACHD.
- G. ACHD shall be able to assess the costs of any required maintenance to the property within the development, including the use of liens and/or assessments of maintenance costs against the real property taxes owed by the lots within the development.

**7.5 Association's Failure to Maintain: Ada County Highway District :** In the event that ACHD determines in its sole discretion, that the Association is not adequately maintaining the Storm Water Drainage and Retention System, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event the Association shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an

irrevocable license and easement to enter upon any portion of the storm water and drainage easement area to perform such maintenance and inspection of the Storm Water Drainage and Retention System. Should ACHD engage in maintenance of the Storm Water Drainage and Retention System after having provided the required notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association for the cost of the said maintenance and, if said bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all Lots within the subdivision with the power of sale as to each and every lot in order to secure any and all assessments levied against all Lots in the subdivision pursuant to this Declaration as if the said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD. The Association, and all Lot owners, by accepting title to a Lot, agree that all Lot owners in the subdivision are benefited property owners of such maintenance. The Association shall not be dissolved or relieved of its responsibility to maintain the Storm Water Drainage and Retention System without the prior written approval of ACHD.

- 7.6 Heavy Maintenance of Storm Water Drainage and Retention System: ACHD shall perform the "heavy" maintenance of the Storm Water Drainage and Retention System which said "heavy" maintenance consists of periodically inspecting the Storm Water Drainage and Retention System to insure it is functioning properly, and may include cleaning out the facility piping, and/or otherwise removing debris and sediment from facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation, maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may depicted on the Plat.

## **ARTICLE EIGHT: PROPERTY USE RESTRICTIONS**

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- 8.1 Lot Use and Construction Completion Time: No Lot, with the exception of the Common Areas shall be used except for residential purposes. No Lot, nor the Common Areas shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of a Dwelling Unit as permitted herein within six (6) months after the date of commencement thereof.
- 8.2. Animals: No animals and/or pets shall be permitted in or on any of the premises in the residential subdivision, EXCEPT for a 'companion' animal as defined by the Americans with Disabilities Act (ADA). Any companion animal shall be kept inside, and the owner / holder of the companion animal shall be responsible for the immediate cleanup of the

animal's droppings. In the event a property is rented to a tenant and/or tenants, the Owner of the property may, by the terms of the Owner's rental agreement, exclude any and all animal(s), subject to only to the exceptions set forth herein above, and in any Fair Housing or ADA requirements from the Owner's Property.

- 8.3 Garbage and Refuse Disposal: No part of said Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Properties except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition. Refuse containers may be placed at the curb in front of each Lot no earlier than the night prior to the regular pickup day and must be retrieved promptly after pickup.
- 8.4 Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. Any holiday decorations shall be removed promptly following the said holiday.
- 8.5 Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- 8.6 Parking and Storage of Vehicles and Equipment: Parking or storage of boats, trailers, motor homes, recreational vehicles, and/or like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot, nor upon the Common Area.
- A. Carports: Carports shall only be used for the parking of a vehicle. Carports shall not be used for storage of property items, and they shall be maintained in a clean and orderly condition.
- B. No On-Street Parking: Owners and/or their tenants shall not leave or park their vehicle(s) on the streets of the subdivision.
- C. Inoperative Vehicles: Any vehicle, inoperative or otherwise, awaiting repair or being repaired shall be removed from the subdivision within 48 hours. Inoperative and/or damaged vehicles shall not be parked where it is visible from the street or from any unit.
- 8.7 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the

intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement.

8.8 Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "Lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

a) Signage: Signs indicating that a building is for sale or for rent shall not be erected without the express approval of the property management company managing the residential subdivision. No banners or other signage shall be placed, installed, erected and/or attached to any building indicating that the building is for sale and/or rent without the express authorization of the property management company, which in its sole discretion, on a case by case basis, and without setting precedence or binding upon any other decisions relating to signage at the site and/or buildings for any subsequent signage approvals and/or disapprovals.

8.9 Sewer Restrictions: All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.

8.10 Fences: No Fencing, other than that required by the City of Meridian, shall be erected on any lot.

8.11 Parking Rights: Subject to the provisions of paragraph 8.6. above, any automobile or other vehicle used by any Owner shall be parked in the carport, driveway, and/or garage, which is a part of a Dwelling Unit.

#### **ARTICLE NINE: BUILDING RESTRICTIONS**

9.1 Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) attached duplex dwelling unit, hereinafter "Unit", which may not exceed thirty-five feet (35') in height, and provide a private garage for not more than one (1) motor vehicle per unit, and a carport for not more than one (1) motor vehicle per unit. Each dwelling unit may not be occupied by more than one (1) family. The minimum square footage of living space of each dwelling unit shall be a minimum of nine hundred 900 square feet. This applies to all lots in said subdivision.



- 9.2 Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as set forth in the zoning regulations of the City of Meridian. Set backs shall be those set backs approved by the local public authority.
- 9.3 Construction Requirements: Each Dwelling Unit shall have siding, and architectural accents of suitable quality and color, as approved by the Architectural Control Committee. All roofs shall be comprised of 30-year architectural shingles, black in color, with a high profile ridge cap (as may be approved by the Architectural Control Committee) with a minimum 5/12 pitch.
- A. Roof Replacement: In the 20<sup>th</sup> year after the completion of construction of the last residential unit in the subdivision, or sooner upon the approval of a SIXTY SEVEN percent (67%) majority of all voting property owners, ALL units shall replace their roofing materials in that year. The replacement material shall be 30-year architectural shingles, black in color with a high profile ridge cap.
- B. Individual Roof Replacement: If circumstances arise in which an individual dwelling unit and/or duplex needs to have its roof replaced before the time frame set forth above, either because of loss, damage, or other cause, then the owner shall replace the roof at the owner's expense, or with the proceeds from any insurance payable for any claim related to the damaged roof.
- C. Timeliness of Roof Replacement: Any roof replacement on any unit shall be performed in a timely manner, not to exceed sixty (60) days from time of start of replacement on the unit until completion of the roof replacement on that unit.
- 9.4 Exterior Elevation: The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings and one exterior light for the front entryway(s), and shall have a yard light or lights as approved by the Architectural Control Committee. All driveways must be concrete OR asphalt.
- 9.5 Landscaping: Prior to occupancy of the Dwelling Unit located thereon, each Lot shall be fully landscaped in the front area with an underground sprinkler system for landscape improvements and plants, rolled sod for any lawn areas on front, side and rear, at least two (2) deciduous trees of at least one and one-half (1-1/2) inches in diameter or conifer trees at least six feet in height and ten (10) 1 gallon and five (5) 5 gallon shrubs or bushes. As used herein, the front portion of each unit shall also include that portion of each Lot to the side(s) of the Dwelling Unit constructed thereon which is between the public right of way and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line. In the event adverse weather conditions prevent installation of the above-described landscaping improvements within the time periods required, the Owner may seek from the Architectural Control Committee a reasonable time extension for completion thereof. The back and any side lawn areas need to be planted with either sod or hydro-seeded within thirty (30) days of issuance of occupancy permit

- 9.6 Job Site Maintenance. Job sites are to be kept as clean as possible during construction. All debris, dirt, nails, garbage, and/or gravel and other building materials must be removed from the street and sidewalk daily. Work vehicles shall not be parked in front of occupied houses, nor shall they block streets. Power and water must not be used from existing dwellings without the prior permission of the existing dwelling's Owner. Maintaining and emptying dumpsters are the responsibility of the Owner and/or his contractor and shall be kept orderly at all times and emptied on a timely basis. All contractors and subcontractors shall be prohibited from keeping dogs at the job site. All contractors and subcontractors shall be prohibited from playing loud music at the job site, which is disruptive to owners. In the event an Owner or his contractor shall fail or refuse to comply with the job site maintenance requirements of this section, the Declarant or the Association may take such remedial action as it deems appropriate, including but not limited to the cleanup of the property, the costs of which may be added to and become a part of the assessment to which such Owner's lot is subject.

#### **ARTICLE TEN: ARCHITECTURAL CONTROL**

- 10.1 Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant until such time as all Lots have been transferred by Declarant to another. Thereafter the Board of Directors of the Homeowners Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.
- 10.2 Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and its location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.
- 10.3 The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration

is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

- 10.4 Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:
- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related 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, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.
  - C. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms, and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.
  - D. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.
  - E. The Architectural Control Committee may establish, by its adopted rules, a reasonable fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. The established fee, until

otherwise modified is one hundred and fifty dollars (\$150.00), payable to the individual and/or individuals retained by the Architectural Control Committee to review plans and specification. No submission for approval will be considered complete until such fee has been paid.

- F. Variances: The Architectural Control 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 Control Committee, and shall become effective upon recordation in the office of the Ada County Recorder. 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 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 Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.
- G. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.
- H. Liability: Neither the Architectural Control Committee *nor* any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.
- I. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration.

J. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

10.5 Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

#### **ARTICLE ELEVEN: INSURANCE AND BOND**

- 11.1 Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.
- 11.2 A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- 11.3 A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement, which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- 11.4 Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

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

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

11.6 Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

## **ARTICLE TWELVE: CONDEMNATION**

12.1 Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

12.2 Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

- 12.3 Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into the Association's account, and shall be credited against any amounts due and owing by the Owner to the Association. In the event that no amounts for dues or association fees are due from the owner, then the amount shall be applied against any future assessments charged and/or made by the association to each owner. The amounts received shall remain the property of the Association, and shall only be used to offset any assessments, on a pro-rata basis by the owners in the subdivision.

### **ARTICLE THIRTEEN: MORTGAGEE PROTECTION**

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association:

- 13.1 The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- 13.2 The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- 13.3 Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.
- 13.4 Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- 13.5 Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:
- A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities and/or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.

- B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
- C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
- D. Fail to maintain fire and extended coverage on insurable Common Area property 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).
- E. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property .
- F. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

#### **ARTICLE FOURTEEN: ANNEXATION**

- 14.1 Time for Annexation: Land or Property Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the project and Association by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.
- 14.2 Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.



- 14.3 Procedure for Annexation: Any of the above-described real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:
- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
  - B. An exact legal description of the added land;
  - C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
  - D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

#### **ARTICLE FIFTEEN: GENERAL PROVISIONS**

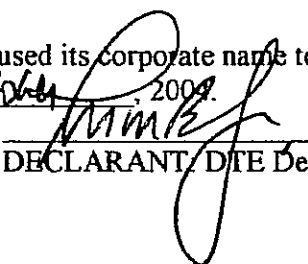
- 15.1 Enforcement: The Homeowners Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.
- 15.2 In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject.
- 15.3 Severability: Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 15.4 Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an

instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

15.5 Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

15.6 All rights of Declarant hereunder reserved and/or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

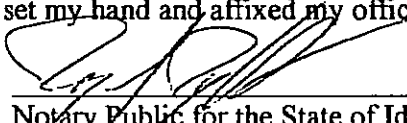
IN WITNESS WHEREOF, Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 29<sup>th</sup> day of October, 2004.

  
DECLARANT, DTE Development, LLC

STATE OF IDAHO )  
                                  ss )  
County of ADA     )

On this 29 day of OCTOBER, 2004, before me, the undersigned Notary Public in and for said State, personally appeared Tom Bevan, known or identified to me to be the authorized member of DTE DEVELOPMENT, LLC, an Idaho Limited Liability Company that executed the within instrument, or the person who executed the instrument in behalf of said Corporation, and acknowledged to me that such Corporation adopts and executed the same.

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

  
Notary Public for the State of Idaho  
Residing at: MERIDIAN, ID  
My Commission Expires: 5-24-2005

## Exhibit A: Legal Description Of Property

### Exhibit A: Description Of Property

Exhibit referenced on Page 1 of the Declaration, Conditions, and Restrictions of The Courtyards at Ten Mile Residential Subdivision, and Article 3(a) of the Articles of Incorporation

A portion of the NW ¼ of the SW ¼ of Section 11, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho. More specifically as follows:

#### **COMMON AREA LOTS AND PARCEL NUMBERS:**

Ada County, State of Idaho  
Instrument #: 1045117476  
Recording Date: September 13, 2004

<u>Parcel Number</u>	<u>Description</u>	
R1581790010	Lot 01	Block 01
R1581790020	Lot 02	Block 01
R1581790030	Lot 03	Block 01
R1581790060	Lot 06	Block 01
R1581790070	Lot 07	Block 01
R1581790080	Lot 01	Block 02
R1581790370	Lot 30	Block 02
R1581790380	Lot 01	Block 03
R1581790390	Lot 01	Block 04
R1581780400	Lot 01	Block 05

#### **RESIDENTIAL LOTS AS PLATTED**

Residential Lots are identified per the final plat of The Courtyards at Ten Mile Subdivision, to wit:

Block 2, Lots 2, 3,4,5,6,7,8,9,10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 05/26/05 11:23 AM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Courtyards at Ten Mile

AMOUNT 24.00 8



SPACE RESERVED FOR  
RECORDERS USE

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**FIRST AMENDMENTS TO THE INITIAL  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE COURTYARDS AT TEN MILE  
RESIDENTIAL SUBDIVISION**

(Also known from the original plat as The Courtyards Subdivision, in the City of Meridian, County of Ada, State of Idaho)



THIS DECLARATION is made on the date hereinafter set forth by Treasure Valley Development, LLC, a successor in interest to the original Declarant, DTE Development, LLC, and said successor shall hereinafter be referred to as the "Declarant".

WITNESSETH

WHEREAS Declarant is the owner of certain real property in Ada County, Sate of Idaho, hereinafter referred to as the "Property" and/or "Properties", more particularly described in the plat filed on record with the Ada County Recorders Office:

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold, and conveyed, upon, and subject to, the easements, conditions, covenants, restrictions, and reservations as recorded, and/or as amended, hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desireability, and attractiveness of, and which shall run with the Properties, and shall be binding on all parties now or hereafter having any right, title, or interest therein, or to any part hereof, and shall inure to the benefit of each owner thereof.

NOW THEREFORE, as set forth in the original Declaration of Covenants, Conditions, and Restrictions, Article 15, Section 15.4, the Declarant, holding seventy-one point four (71.4%) percent of those members entitled to cast such votes, hereby amends the following Articles, Sections, and/or Provisions of the original Declaration of Covenants, Conditions, and Restrictions to provide clarification.

## ARTICLE ONE: DEFINITIONS

Section 1.4 is hereby amended to read as follows:

1.4 DECLARATION: shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho;

Section 1.5 is hereby amended to read as follows:

1.5 DWELLING UNIT / BUILDINGS: Each building in the subdivision consists of two (2) attached duplexes, with each duplex sitting on its own lot. Each Duplex also has a vehicle parking space and a garage space for each unit in the duplex. Each building consists of two (2) lots, with two (2) duplexes, or four (4) units. Each Unit or Dwelling Unit shall mean that portion or any part of any structure intended to be occupied by a person, persons, and/or one family unit, together with the vehicular parking garage and carport attached thereto;

## ARTICLE THREE: PROPERTY OWNER'S ASSOCIATION

Section 3.3 D is hereby amended to read as follows:

- D. Maximum Annual Assessment: Until January 1 of the year immediately following the date of conveyance of the first lot to an owner, the maximum annual assessment may be up to, but shall not exceed, Nine Hundred (\$900.00) dollars PER LOT. (Each Building consists of two (2) assessable lots, with a duplex built upon each lot. Each Building, therefore, has two (2) duplexes with a total of four (4) dwelling units per building, see 1.5 above.)

## ARTICLE FIVE: EASEMENTS

Section 5.1 is hereby amended by the addition of 5.1 A, to read as follows:

5.1 Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Areas as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eaves and/or balcony overhangs. The Association shall also have the future right to easements on separate, individual lots for landscaping, irrigation, roof replacement / repair, maintenance to grounds and other improvements.

A. An easement for the benefit of the Nampa & Meridian Irrigation District, as set forth in the Addendum to the Construction Contract dated May 2, 2005, and attached as exhibit A to this amendment, shall be one of the future easements provided for as set forth in 5.1 in the original Declaration of Conditions, Covenants, and Restrictions.

## ARTICLE NINE: BUILDING RESTRICTIONS

Section 9.1 is hereby amended to read as follows:

9.1 Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) attached duplex consisting of two (2) dwelling units per duplex, hereinafter 'Unit', said duplex may not exceed thirty-five feet (35') in height, and shall provide a private garage for not more than one (1) motor vehicle per unit, and vehicle parking for not more than one (1) motor vehicle per unit. Each dwelling unit may not be occupied by more than one (1) family. The minimum square footage of living space of each dwelling unit shall be a minimum of nine hundred 900 square feet. This applies to all lots in said subdivision.

Section 9.3 and its subparts, as addressed expressly and specifically herein, are hereby amended to read as follows:

9.3 Construction Requirements: Each Dwelling Unit shall have siding, and architectural accents of suitable quality and color, as approved by the Architectural Control Committee. All roofs shall be comprised of 20-year shingles, black in color, with a minimum 5/12 pitch.

A. Roof Replacement: In the 20<sup>th</sup> year after the completion of construction of the last residential unit in the subdivision, or sooner upon the approval of a SIXTY SEVEN percent (67%) majority of all voting property owners, ALL units shall replace their roofing materials in that year. The replacement material shall be 20-year shingles, black in color.

B. Timeliness of Roof Replacement: Any roof replacement on any unit shall be performed in a timely manner, not to exceed sixty (60) days from time of start of replacement on the unit until completion of the roof replacement on that unit.

Section 9.4 shall be amended to read as follows:

9.4 Exterior Elevation: The exterior surfaces of each Duplex shall have such colors as may be approved by the Architectural Control Committee. Each Duplex must have at least one (1) exterior light illuminating the front garage elevation, and one exterior light for each dwelling unit above the front entryway(s), and shall have one (1) light on the side elevation of the garage adjacent to the center driveway. All garage floors and garage driveways must be concrete. Carports and driveways accessing carport shall be of asphalt construction.

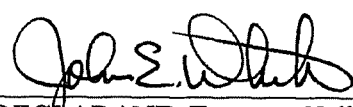
Section 9.5 shall be amended to read as follows:

9.5 Landscaping: Prior to occupancy of the Dwelling Unit located thereon, each Lot shall be fully landscaped in the front area with an underground sprinkler system for landscape improvements and plants, rolled sod for any lawn areas on front, side and rear, at least two (2) deciduous trees of at least one and one-half (1-1/2) inches in

diameter or conifer trees at least six feet in height and seven (7) 1 gallon and five (5) 5 gallon shrubs or bushes. As used herein, the front portion of each unit shall also include that portion of each Lot to the side(s) of the Dwelling Unit constructed thereon which is between the public right of way and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line. In the event adverse weather conditions prevent installation of the above--described landscaping improvements within the time periods required, the Owner may seek from the Architectural Control Committee a reasonable time extension for completion thereof. The back and any side lawn areas need to be planted with either sod or hydro-seeded within thirty (30) days of issuance of occupancy permit

This first amendment shall be effective from and after the date that said amendment is filed and recorded with the Ada County Recorder, in Ada County, Idaho.

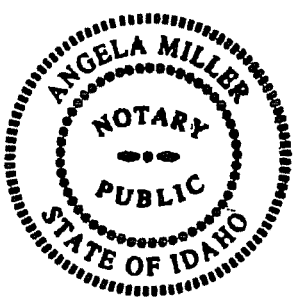
IN WITNESS WHEREOF, Successor Declarant, pursuant to Section 15.4 of Article 15, and has caused its company name to be hereunto subscribed and its corporate seal affixed this 26 day of May, 2005.

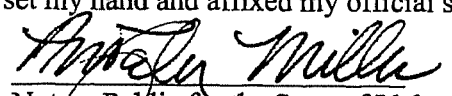
  
DECLARANT: Treasure Valley Development, LLC  
By John White, as Managing Member

STATE OF IDAHO )  
  SS )  
County of ADA     )

On this 26th day of May, 2005, before me, the undersigned Notary Public in and for said State, personally appeared John White, known or identified to me to be the authorized member of Treasure Valley Development, LLC, an Idaho Limited Liability Company that executed the within instrument, or the person who executed the instrument in behalf of said Company, and acknowledged to me that such Company adopts and executed the same.

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



  
Notary Public for the State of Idaho  
Residing at: BOISE, ID  
My Commission Expires: 11-24-2010

## EXHIBIT "A"

### ADDENDUM TO CONSTRUCTION CONTRACT FOR URBAN IRRIGATION SYSTEM IN THE COURTYARDS AT TEN MILE AND COVENANTS RUNNING WITH THE LAND

1. **DEFINITIONS.** In this Agreement certain words appear which have the following meaning:

"Owner" means DTE Development, LLC, an Idaho limited liability company, the owner of the land to which irrigation water will be distributed by the urban irrigation system that is the subject of this Addendum.

"District" means Nampa & Meridian Irrigation District.

"Addendum" means this written and signed Addendum (contract) the Owner and District have entered into for the work to be done.

"Agreement" or "Prior Agreement" means the written and signed Agreement (contract) the Owner and District have previously entered into pertaining to The Courtyards at Ten Mile.

2. **PRIOR AGREEMENT.** Owner and District entered into a Construction Contract for Urban Irrigation System in The Courtyards at Ten Mile on the 6<sup>th</sup> day of April, 2004, recorded on the 8<sup>th</sup> day of April, 2004 in the records of Ada County, Idaho as instrument number 104041391. The parties hereto hereby incorporate the terms of the Prior Agreement into this Addendum by reference. The parties further affirm as unchanged the terms, conditions and requirements set forth in the Prior Agreement except as a result of the provisions of this Addendum. This Addendum and the Prior Agreement shall be binding on every lot in The Courtyards at Ten Mile and shall run with the land.



3. **EASEMENT.** Under the terms of the Prior Agreement, District has an easement for the installation, operation, maintenance, repair and replacement of the pressurized irrigation pipeline as installed in The Courtyards at Ten Mile. Such easement is five (5) feet on either side of the centerline of each pipeline, for a total of ten (10) feet.

4. **ENCROACHMENT ON EASEMENT.** Owner has encroached on the easement of the District by building patios, porches and or other structures on, over and above the easement of the District for the pressurized irrigation pipeline.

5. **HOLD HARMLESS.** Owner agrees that, District shall have no liability whatsoever to Owner, any lot owner that shall hereafter purchase all or any portion of the property, any tenants or to others for any damages to any patio, porch, structure, fence, concrete, lawns, landscaping or the like which may be done by the District, at its sole discretion, in order to install, operate, maintain, repair or replace the pressurized irrigation pipeline.

6. **RUNS WITH THE LAND.** This Addendum runs with the land and is binding on all lot owners that may purchase all or any portion of the property in The Courtyards at Ten Mile, their privies, successors and assigns.

7. **ENTIRE AGREEMENT.** This Addendum and the Prior Agreement entered into between the parties contains the entire agreement between the parties hereto with respect to the subject matter of this Addendum.

8. **GOVERNING LAW.** This Addendum shall be construed under, and governed by, the laws of the State of Idaho.

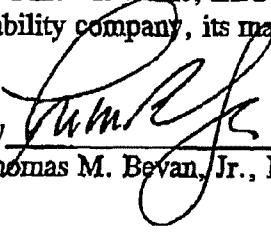
9. **BINDING EFFECT.** This Addendum shall bind the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. **AUTHORIZATION OF SIGNATURE.** Owner hereby warrants that the person signing this Addendum has been authorized to do so by Owner.

11. **AMENDMENTS.** Amendments to this Addendum shall be made only by written instrument executed by each of the parties hereto.

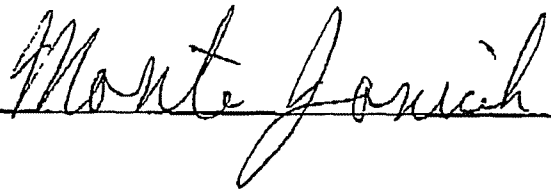
IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed  
this 2 day of May, 2005.

DTE DEVELOPMENT, LLC,  
an Idaho limited liability company,  
by Pine and Dime, LLC., an Idaho limited  
liability company, its manager

By   
Thomas M. Bevan, Jr., Member



NAMPA & MERIDIAN IRRIGATION DISTRICT

By 

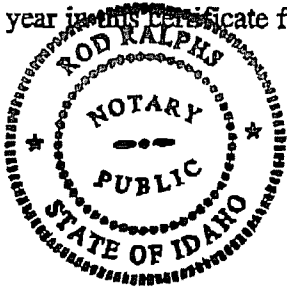
ATTEST:



STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 2 day of May, 2005, before me, the undersigned, a notary public in and for said state, personally appeared THOMAS M. BEVAN, JR., known to me to be a member of PINE AND DIME, LLC., an Idaho limited liability company, the manager of DTE DEVELOPMENT, L.L.C., an Idaho limited liability company, the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company executed the same.

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

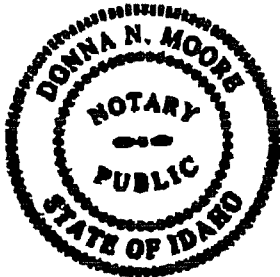


[Signature]  
Notary Public for the State of Idaho  
Residing at Meridian, Idaho  
My commission expires: 7-21-2005

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 3rd day of May, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monte Janick and Walter R. Coon, know to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

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



[Signature]  
Notary Public for Idaho  
Residing at Caldwell, Idaho  
My Commission Expires: 11/04/2006



SPACE RESERVED FOR  
RECORDERS USE

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**ACKNOWLEDGEMENT AND CLARIFICATION OF PROPERTIES  
SUBJECT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE COURTYARDS AT TEN MILE  
RESIDENTIAL SUBDIVISION**

(Also known from the original plat as The Courtyards Subdivision, in the City of Meridian, County of Ada, State of Idaho)



THIS ACKNOWLEDGEMENT is made on the date hereinafter set forth by the following named parties: Courtyards at Ten Mile Residential Subdivision, an Idaho non-profit corporation, Truce, LLC, an Idaho limited liability company, and The Courtyards at Ten Mile Property Owners' Association, Inc., an Idaho non-profit corporation, all of which are successors in interest to the original Declarant, DTE Development, LLC, collectively referred to as Declarants.

WITNESSETH

WHEREAS Declarants are the owners of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Property" and/or "Properties", more particularly described in the plat filed on record with the Ada County Recorders' Office; and

WHEREAS the Declarants desire to clarify and identify which of the properties are, and which are not, part of and/or subject to, the respective associations, articles, bylaws, and/or restrictive covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto; and

NOW THEREFORE, Declarants hereby acknowledge that the Properties described herein as the residential properties have been, are, and shall be held, sold, and conveyed, upon, and subject to, the respective easements, conditions, covenants, restrictions, and reservations as recorded, and/or as amended, hereinafter set forth by the Courtyards at Ten Mile Residential Subdivision Property Owners' Association; and all of the excluded properties, as described herein are excluded and otherwise exempt from the Courtyards at Ten Mile Residential Subdivision Property Owners' Association, its articles, bylaws, and/or conditions, covenants, and restrictions.

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Acknowledgement and Clarification of  
Properties Subject to the Declaration of  
Covenants, Conditions, and Restrictions of  
The Courtyards at Ten Mile Residential Subdivision

**SECTION 1 RESIDENTIAL PROPERTIES:** The following described properties are acknowledged as being in the residential subdivision, and are held, sold, and conveyed, subject to the applicable restrictive covenants originally recorded on November 1, 2004, referred to as " Declaration of Covenants, Conditions, and Restrictions of The Courtyards at Ten Mile Residential Subdivision" Instrument No. 104139179, as recorded with the Ada County, Idaho recorder, and any amendments thereto:

**The Courtyards at Ten Mile Residential Subdivision Lots:**

Residential Lots:

Block 2      Lots: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

Common Lots:

Block 2      Lot 1  
Block 2      Lot 30  
Block 3      Lot 1  
Block 4      Lot 1  
Block 5      Lot 1

The above-described list of properties is an all-inclusive list of all of the properties that are in the The Courtyards at Ten Mile Residential Subdivision. The above-described properties are the only properties, which are subject to the recorded covenants, conditions, and restrictions of The Courtyards at Ten Mile Residential Subdivision, and any amendments thereto, and are further subject to the articles of incorporation and bylaws of The Courtyards at Ten Mile Residential Subdivision Property Owners' Association, Inc.

**SECTION 2 EXCLUDED PROPERTIES:** This acknowledgement expressly clarifies and declares that any and all properties or lots 1, 2, 3, 4, 5, 6, and 7 described as being in Block 1 of the recorded Courtyards at Ten Mile Subdivision plat are not, nor shall be deemed to be, included in, or a part of The Courtyards at Ten Mile Residential Subdivision, its Property Owners' Association, nor subject to any applicable articles or bylaws of The Courtyards at Ten Mile Residential Subdivision, Inc.

- a) The excluded properties were previously owned by the original declarant, DTE Development, LLC, and are presently owned by its successors: Truce, LLC or The Courtyards at Ten Mile Property Owners' Association, and/or their respective successors, designees, and/or assigns.
- b) The properties described in Section 1 of this acknowledgement are excluded from, and are exempt from the articles of incorporation, bylaws, and/or any restrictive covenants of the Courtyards at Ten Mile Property Owners' Association, Inc.

**SECTION 3 INDEMNIFICATION AND HOLD HARMLESS.** By expressly acknowledging that the respective properties are either included or excluded from any declaration, articles of incorporation, and/or bylaws, the respective Declarants further agree that they are solely responsible for any and all claims, expenses, taxes, levies, and/or assessments made upon or charged against their respective properties, and shall further agree to indemnify and hold the other Declarants harmless from any such claims related to or arising from their own property.

This acknowledgement shall be effective from and after the date that said acknowledgment is filed and recorded with the Ada County Recorder, in Ada County, Idaho.

IN WITNESS WHEREOF, the successor Declarants, pursuant to Section 15.5 of Article 15 of the original declaration, have caused their respective companies' names to be hereunto subscribed and its corporate seal affixed this 22 day of July, 2010.

**DECLARANTS:**

COURTYARDS AT TEN MILE RESIDENTIAL  
SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC.

BY: *Thomas M. Ball*  
ITS *President*

COURTYARDS AT TEN MILE PROPERTY  
OWNERS' ASSOCIATION, INC.

BY: *[Signature]*  
DOUGLAS T. CAMPBELL, ITS PRESIDENT

TRUCE, LLC

BY: *[Signature]*  
DOUGLAS T. CAMPBELL, ITS MANAGER

**COURTYARDS AT TEN MILE RESIDENTIAL SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC.  
NOTARY BLOCK**

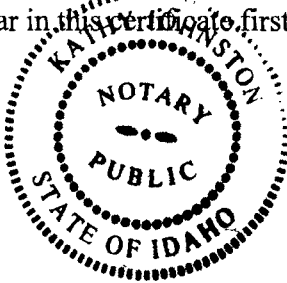
STATE OF IDAHO )

ss

County of ADA )

On this 22 day of July, 2010, before me, the undersigned Notary Public in and for said State, personally appeared Nancy Ball, known or identified to me to be the authorized officer of Courtyards at Ten Mile Residential Subdivision Property Owners' Association, Inc., an Idaho non-profit corporation that executed the within instrument, or the person who executed the instrument in behalf of said Company, and acknowledged to me that such Company adopts and executed the same.

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



Kaitlyn Johnson  
Notary Public for the State of Idaho  
Residing at: Ada County  
My Commission Expires: April 19, 2013

**COURTYARDS AT TEN MILE PROPERTY OWNERS' ASSOCIATION, INC.  
NOTARY BLOCK**

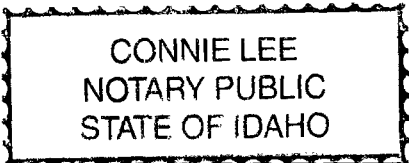
STATE OF IDAHO )

ss

County of ADA )

On this 2nd day of Aug, 2010, before me, the undersigned Notary Public in and for said State, personally appeared Douglas T. Campbell, known or identified to me to be the authorized officer of Courtyards at Ten Mile Property Owners' Association, Inc., an Idaho non-profit corporation that executed the within instrument, or the person who executed the instrument in behalf of said Company, and acknowledged to me that such Company adopts and executed the same.

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



Connie Lee  
Notary Public for the State of Idaho  
Residing at: Meridian, ID  
My Commission Expires: 5-21-2014

Acknowledgement and Clarification of  
Properties Subject to the Declaration of  
Covenants, Conditions, and Restrictions of  
The Courtyards at Ten Mile Residential Subdivision

TRUCE, LLC  
NOTARY BLOCK

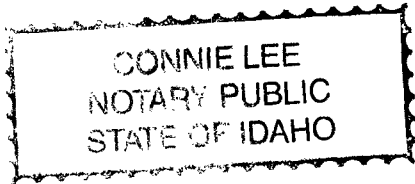
STATE OF IDAHO )

SS

County of ADA

On this 2<sup>nd</sup> day of Aug, 2010, before me, the undersigned Notary Public in and for said State, personally appeared Douglas T. Campbell, known or identified to me to be the authorized manager of Truce, LLC, an Idaho limited liability company that executed the within instrument, or the person who executed the instrument in behalf of said Company, and acknowledged to me that such Company adopts and executed the same.

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



Connie Lee  
Notary Public for the State of Idaho  
Residing at: Meridian, ID  
My Commission Expires: 5-21-2014





**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
of  
Courtyards at Ten Mile Residential Subdivision**

This Amendment is made to the Declaration of Covenants, Conditions and Restrictions of the Courtyard at Ten Mile Residential Subdivision that was recorded on November 1, 2004, as Instrument Number 104139179 with the Ada County (Idaho) Recorder.

1. **New Provision.** A new paragraph 8.8.b) that reads as follows shall be and is hereby added to the Declaration of Covenants, Conditions and Restrictions of the Courtyards at Ten Mile Residential Subdivision:

"8.8.b). All Owners who acquire an interest in a Dwelling Unit who do not personally reside in or at or self manage the Dwelling Unit shall employ and otherwise contract with Iron Eagle Property Management, LLC, for all property management services.

2. **Effective Date.** The provisions of this Amendment shall bind all persons who acquire an interest in a Dwelling Unit after the date on which this Amendment is recorded.

3. **Effect on Remaining CC&R's.** This amendment does not alter, replace or repeal any of the original provisions of the Declaration of Covenants, Conditions and Restrictions of The Courtyard at Ten Mile Residential Subdivision, as originally recorded on November 1, 2004.

DATED this 12 day of March 2012.

GARY FORECAST, President,  
Courtyards at Ten Mile Residential  
Subdivision Association, Inc.

State of California, County of Los Angeles, ss.

On this 12<sup>th</sup> day of March 2012, before me, a Notary Public for the State of California, personally appeared Gary Forecast, known or identified to me to be the president of Courtyards at Ten Mile Residential Subdivision Association, Inc., the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that the corporation executed the same.

Marlene D. Seda

Notary Public for California

Residing at: Pasadena, Calif.

Commission expires: 11/22/14

