

## **CONVENANTS, CONDITIONS AND RESTRICTION OVERVIEW**

Please read the following information concerning the CC&R's of Great Sky Estate Subdivision. We, the Home Owner's Association Board of Directors have listed below the most common occurrences of the CC&R's not being adhered to.

Attached to this list is a copy of the CC&R's for Great Sky Estates Subdivision. Please take the time to review the CC&R's. We, as home owners need to protect our investment, all of the rules and regulations can effect future listings of new homes being built and the resale of your home. If you have any questions, complaints or concerns please contact a board member.

1. ADDITIONS TO HOME, SHEDS: Article V, Section 5.03 and 5.04
2. ANIMALS: Article V, Section 5.09
3. COMMERCIAL BUSINESS: Article V, Section 5.12
4. LANDSCAPE MAINTENANCE: Article V, Section 5.13 A & G
5. TRASH CANS/RUBBLE: Article V, Section 5.13 D & G
6. BOATS, R.V'S, CAMPERS, TRAILERS AND OTHER VEHICLES: Article V, Section 5.17
7. GARAGE DOORS: Article V, Section 5.18
8. LANDSCAPE APPROVAL: Article V, Section 5.27 A & B
9. BASKET BALL HOOPS: Article V, Section 5.04
10. POWERS OF BOARD MEMBERS: Article VI, Sections 6.01 through 6.07
11. \*\*OUTSIDE LIGHTING: Please turn on at dusk and run until 10:00 p.m.

SEE ATTACHED CC&R'S FOR REFERENCE

**\*\*THIS IS NOT IN THE BODY OF CC&R'S, HOWEVER DUE TO CONTINUITY AND SECURITY IN SUBDIVISION THE BOARD OF DIRECTORS AND THE SHERIFFS DEPARTMENT STRONGLY SUGGEST YOUR COOPERATION .**

**MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**

August 1, 1994

ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID  
*Robert J. Ennis*  
'94 AUG 5 AM 9:48  
FEE 114.00  
RECORDED AT THE REQUEST OF *Ennis*

**ARTICLE I.**

**RECITALS**

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

Lot 1, Block 1; Lots 1 through and including 8, Block 2; Lots 1 through and including 12, Block 3; Lots 1 and 2, Block 4; Lots 1 and 2, Block 5; Lots 1 through and including 3, Block 6; Lots 1 through and including 13, Block 7; Lots 1 through and including 7, Block 8; and Lots 1 through and including 10, Block 9, GREAT SKY ESTATES SUBDIVISION NO. 1, according to the official plat thereof filed in Book 65 of Plats at Pages 6724 and 6725, records of Ada County, Idaho.

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

WHEREAS, the Grantor may acquire additional land adjacent to the Property and, if so, when such additional land is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

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

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

## ARTICLE II.

### DECLARATION

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

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

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

## ARTICLE III.

### DEFINITIONS

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

ACC: The Architectural Control Committee for the Property.

ACC Rules/ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.

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

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

Association: Great Sky Estates Owners Association, Inc., an Idaho non-profit corporation.

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

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

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

Common Area: All real property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, controlled or maintained for the betterment of the Owners and Occupants of the Property, including, but not limited to, Lot 1, Block 1; Lot 1, Block 2; Lots 2 and 12, Block 3; Lot 1, Block 4; and Lot 7, Block 8, all of which Lots shall be owned by the Association and maintained for the betterment of Great Sky Estates.

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

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

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

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

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the purpose of securing

payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

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

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

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

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

Great Sky Estates: The whole of the Property and any additional land annexed thereto as provided herein (also sometimes referred to herein as "Property").

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

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

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot with the Property owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or

other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

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

Property: The whole of the Property described in Article I, above, and any additional property which may be annexed by the Grantor as a part of Great Sky Estates in accordance with the terms of this Master Declaration.

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

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

Supplemental Declaration: The additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within Great Sky Estates promulgated by the Grantor and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

#### ARTICLE IV.

##### PURPOSE

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

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection within the Property of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.

- (d) Securing and maintaining proper set-backs from streets and open areas within the Property and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

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

## ARTICLE V.

### PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Unless as otherwise designated on the Master Plan for the Property, or unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for single-family residential purposes and such uses as are customarily incidental thereto and Common Area. As used herein and elsewhere in this Master Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by not more than two (2) unrelated persons, excluding guests of the principal occupant(s), which guests may reside therein on a temporary basis. Notwithstanding the provisions of §67-6530 et. seq., Idaho Code, as used in this Master Declaration, "residential" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a shelter home for three (3) or more persons unrelated to each other or unrelated to the Owner or Occupant who pay a fee or other charge to the Owner or Occupant for board and room.

SECTION 5.02. Buildings. Except as otherwise designated on the Master Plan for the Property, or unless otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, no Lot shall be improved except with one (1) single-family dwelling unit. Each dwelling unit shall have an attached fully enclosed garage adequate for a minimum of two (2) standard size automobiles. No carports shall be allowed. Unless otherwise specified in a Supplemental Declaration recorded after the date of this Master Declaration, which Supplemental Declaration may allow dwelling units containing less square footage, the minimum square footage of living area on the ground (first) floor of a single story dwelling unit located on a Lot shall be 1,500 square feet. If the dwelling unit contains more than one (1) story, the minimum square footage of living area of the dwelling unit shall be 1,800 square feet and the minimum square footage of living area on the ground (first) floor of said dwelling unit shall be 1,500 square feet. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

The foregoing minimum requirements applicable to the Lots within Great Sky Estates shall be subject to the right of the ACC to grant a variance in accordance with Section 10.06 of this Master Declaration.

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

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No split-entry Buildings or Buildings having more than two (2) stories shall be allowed. No basketball backboards shall be allowed except in the rear yard of a Lot or unless otherwise fully screened from view from a public street which abuts the Lot.

SECTION 5.05. Set-Backs. No building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than is permitted by the ordinances of the City of Eagle, Idaho, applicable to the Property; provided, however, the ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

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

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

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



shall a valid easement for encroachment occur due to the willful act or acts of an Owner.

- (d) Any additional easements, if any, as shown and designated on a recorded Plat(s) for any portion of the Property.

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

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

SECTION 5.08. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s) and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.09. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.10. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.11. Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Area, unless an express written easement for such purpose exists. The Owner of a Lot which drains upon, across or under an adjoining Lot(s) or Common Area shall be liable for any damage caused thereby and shall promptly take all action and make all modifications necessary to correct such non-permitted drainage.

SECTION 5.12. Commercial Use Prohibited. Unless otherwise shown on the Master Plan for the Property and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Property, model homes or real estate sales. The rental by an Owner of a Lot and the Improvements thereon for residential purposes shall not be a use in violation of this Section. The use of a Lot for a shelter home, as the same is defined in §67-6530 et. seq., Idaho Code,

whether or not operated for profit, shall, for the purposes of this Master Declaration, be a commercial or business use.

SECTION 5.13. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.
- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration.
- (g) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the

Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article IX of this Master Declaration.

SECTION 5.14. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within Great Sky Estates and no odor shall be permitted to arise therefrom so as to render any Lot within Great Sky Estates unsanitary, unsightly, offensive or detrimental to any other Lot therein or in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon or from any Lot so as to be offensive or detrimental to any other Lot within Great Sky Estates or in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot within Great Sky Estates.

SECTION 5.15. Oil and Mineral Rights. There is hereby reserved to the Grantor, together with the right of the Grantor to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known and the rights in connection therewith, geothermal steam and all products derived from any of the foregoing, that may be within or under the land comprising Great Sky Estates, together with the perpetual right of drilling, mining, exploring and operating therefor and scoring in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from land other than land within Great Sky Estates, oil and gas wells, tunnels and shafts into, through or across the subsurface of land within Great Sky Estates, and to bottom such whipstocked or directional drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, re-tunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper fifty (50) feet of the subsurface of the land within Great Sky Estates.

SECTION 5.16. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.17. Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure or screened from public view and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. No operative vehicle shall be parked or stored for a period in excess of seventy-two (72) consecutive hours on any portion of a Lot between the front of a Building and the abutting public right-of-way. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. A minimum of two (2) off-street parking spaces for

automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereafter "automobiles"). No other use of a garage which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted. The Owner shall provide sufficient garage space or other enclosed parking approved by the ACC for all automobiles used by the Occupants of a Lot, which automobiles shall be kept within the garage, and the parking thereof in the driveway on the Lot or in a public right-of-way within Great Sky Estates, other than for temporary purposes (as determined by the ACC), is prohibited.

SECTION 5.18. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.19. Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors shall be approved by the ACC and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.20. Roofs. A minimum 5/12 roof pitch shall be required. No flat or gravel roofs shall be permitted. Roof covering materials shall be cedar shake, cedar shingle, tile or Architectural 30 or equivalent.

SECTION 5.21. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 5.22. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 5.23. Mailboxes. All free-standing mailboxes constructed or installed on any Lot shall be of a uniform type and design as determined by the ACC.

SECTION 5.24. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the ACC prior to installation.

SECTION 5.25. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior

written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.26. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Eagle, Idaho, applicable to the Property.

All fences and walls shall be subject to the following restrictions:

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

SECTION 5.27. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article X, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.
- (b) All required landscaping on a Lot shall be installed within thirty (30) days after substantial completion of the Building on the Lot, with a reasonable extension allowed for weather.

SECTION 5.28. Irrigation Water. Each Owner, by the acceptance of a deed to a Lot within the Property, acknowledges that the Grantor has no obligation to deliver irrigation water to the individual Lots within the Property.

SECTION 5.29. Adoption of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration.

SECTION 5.30. Delegation of Use. Any Owner may delegate or assign his rights in any Lot and in any rights under this Master Declaration whether by easement or otherwise to members of his family, his tenants or his contract purchasers who reside on the Lot to which the Owner has title; provided, however, that such delegation or assignment shall not relieve the Owner from any obligations hereunder and such person to whom rights are delegated or assigned shall be, in all respects, subject to the prohibitions, limitations and obligations contained in this Master Declaration.

SECTION 5.31. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Grantor deems advisable in the course of Development of the Property. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the Development of the Property, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor. The Grantor shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein.

## ARTICLE VI.

### GREAT SKY OWNERS ASSOCIATION, INC.

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

SECTION 6.02. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of Lots within the Property, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Grantor, and its successor(s) in title to a Lot(s), which Lot(s) is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Grantor has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be entitled to the voting rights of a Class A Member with respect to each Lot owned. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership when (i) the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or (ii) January 1, 2009, whichever shall first occur.

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.05. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

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



conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

- (f) Emergency Powers. In the event of an emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible, the Association shall have the right to authorize persons to enter onto any Lot or into any Building or other structure on a Lot. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant in which case the repair of such damage shall be the responsibility of the party causing the condition.
- (g) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
  - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
  - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
  - (iii) Any similar public or quasi-public improvements or facilities.
- (h) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance and management of the Common Area and landscape easement areas owned or controlled by the Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned or controlled by the Association.
- (b) Maintenance of Canals and Ditches. Perform, or provide for the performance of, the maintenance and repair of the canals and ditches which are to be located on Lot 7, Block 8 (Drainage District No. 2), and

Lot 2, Block 9, including and culverts associated therewith located within Great Sky Estates, if required.

- (c) Taxes and Assessments. Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (d) Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Association.
- (e) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
  - (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.
  - (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
  - (iii) If elected by the Board, full coverage directors and officers liability insurance in an amount determined by the Board.
  - (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the

Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

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

(vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(vii) Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, liability and other insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA or FHLMC, as applicable.

- (f) Administration Fees - Costs. Pay to the Grantor, so long as the Grantor manages the Association, all actual out-of-pocket costs paid or incurred by the Grantor in the management and administration of the affairs of the Association plus an administrative fee equal to six percent (6.0%) of the total income received by the Association, which administrative fee shall be compensation to the Grantor for the services provided to the Association.
- (g) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same be located within or without the boundaries of the Property.
- (h) Rule Making. Make, establish, promulgate, amend and repeal Association rules.
- (i) Architectural Control Committee. Appoint and remove members of the ACC, all subject to the provisions of this Master Declaration, provided, that so long as the Grantor owns a Lot within Great Sky Estates, all members of the ACC shall be appointed and removed by the Grantor.
- (j) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Master Declaration and the Association rules.

SECTION 6.07. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

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

## ARTICLE VII.

### ASSOCIATION PROPERTIES

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

- (a) Articles, Etc. The provisions of the Articles and By-Laws of the Association applicable to the Lot, this Master Declaration and applicable Supplemental Declaration and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association properties, shall comply with the same.
- (b) Suspension of Rights. The right of the Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Association.
- (c) Dedications. The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in Great Sky Estates.
- (d) Mortgage or Conveyance of Common Area. Except as provided in subsection (c), above, no portion of the Common Area shall be mortgaged or conveyed by the Association without the prior approval of at least two-thirds (2/3rds) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose and, with respect to such meeting, the provisions concerning notice and quorum in Section 8.10, below, shall apply.

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

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

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

## ARTICLE VIII.

### ASSESSMENTS

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

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

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, including the maintenance and repair of the canals and ditches described in Section 6.06(b), above, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, administration fees

described in Section 6.06(f), above, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s). Notwithstanding any provision in this Master Declaration to the contrary, the Grantor shall pay, without reimbursement from the Association, the initial costs of any Improvements constructed or installed on the Common Areas.

The initial monthly Regular Assessment shall be the amount of \$25.00 per Lot, until changed by the Board.

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction (excepting the initial construction) or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

The Grantor shall have the right to levy a special assessment against each Lot, to be collected at the closing of the sale of the Lot to the initial purchaser, in an amount not to exceed \$250.00 for the initial set-up and administration costs of the Association and the maintenance of the Common Area, landscape easements and other facilities to be maintained by the Association as provided in this Declaration.

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

- (a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- (b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to

correct a violation of this Master Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article VIII and Article IX of this Master Declaration.

- (c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner. Provided, however, that any Lot owned by the Grantor shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Property, or (ii) a loan by the Grantor to the Association, which loan, without interest, shall be repaid by the Association to the Grantor from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Grantor owns all of the Lots.

SECTION 8.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07. Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose

additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09. Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10. Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03, above, or a Limited Assessment described in Section 8.04, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of Owners or of proxies entitled to cast sixty percent (60%) of the total votes of each class of Members of the Association subject to the levy of such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of Owners or of proxies entitled to cast ten percent (10%) of the total votes of each class of Members shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 8.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

## ARTICLE IX.

### ENFORCEMENT OF ASSESSMENTS

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

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said



lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

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

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

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

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

- (a) The name and address of said Mortgagee;

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

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

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

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

## ARTICLE X.

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01. Members of the Committee. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02. Appointment. So long as the Grantor owns any Lot or parcel within the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

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

SECTION 10.03. Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 10.07, below.

SECTION 10.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 10.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 10.06. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

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

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

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

SECTION 10.07. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

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

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

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

SECTION 10.08. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

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

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

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

SECTION 10.09. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration or the ACC Rules/ACC Standards or the approved plans and specifications.

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

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

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

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

SECTION 10.10. Hearing. An Owner submitting an application under Section 10.07, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs

shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.12, below.

SECTION 10.11. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.10, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

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

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

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

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

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

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.12, below.

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

SECTION 10.12. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the ACC Rules/ACC Standards or the approved plans and specifications.

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

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

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

SECTION 10.13. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

SECTION 10.14. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.11 and 10.12, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.15. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

## ARTICLE XI.

### ANNEXATION

SECTION 11.01. Annexation. Additional property may be annexed to Great Sky Estates and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property to Great Sky Estates, the Grantor shall execute and record an amendment to this Master Declaration which shall specify the annexation of the additional property to Great Sky Estates and which may supplement this Master Declaration with addition or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions are not prohibited by the regulations and requirements of HUD for residential subdivisions of the nature and type as Great Sky Estates. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to Great Sky Estates, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 13.02 of this Master Declaration.

SECTION 11.02. De-Annexation. The Grantor shall have the right, at any time, without the approval of any Owner or the Association, to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is executed and recorded by the Grantor in the office of the Ada County Recorder.

## ARTICLE XII.

### PROTECTION OF MORTGAGEES

SECTION 12.01. Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") and the Veterans Administration



("VA") to participate in the financing of the purchase of Lots within the Property, the provisions of this Article are added thereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 12.02. Restrictions on Amendments. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 12.03. Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA and VA, as described in Section 12.01, above.

SECTION 12.04. Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 9.06, above, shall be given written notice by the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Declaration and under any Supplemental Declaration applicable to the Lot, the Articles or the By-Laws of the Association (hereafter collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 12.05. Exemption From Prior Assessments. Each Mortgagee which comes into possession of a Lot by virtue of foreclosure or otherwise shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgagee comes into possession, except for claims for a share of such assessments or charges resulting from a reallocation thereof to all Lots, including the mortgaged Lot.

SECTION 12.06. Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within the Property, neither the Association nor the Owners shall:

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

SECTION 12.07. Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within the Property, neither the Association nor the Owners shall:

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

SECTION 12.08. Right to Inspect Books, Etc. Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financing reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 12.09. Notification of Damage. Upon the Board receiving notice of any damage to the Common Area or any Lot wherein the cost of repair, replacement or reconstruction exceeds Ten Thousand Dollars (\$10,000.00) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of the Property, the Board shall give to each Mortgagee which has filed with the Board a written request for notice, prompt written notice of said damage or condemnation.

SECTION 12.10. Right to Pay Charges. Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies covering said Common Area and said Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

SECTION 12.11. Fidelity Bond Required. The Board shall secure and caused to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association.

SECTION 12.12. Lessee's Obligations. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of the Project Documents shall be a default under the leasing or rental agreement.

SECTION 12.13. Liability for Taxes. All taxes levied and assessed on the Common Area must be assessable against those Common Area only and the Association and/or any Sub-Association shall be solely responsible for the payment thereof.

SECTION 12.14. Waiver of Liability and Subrogation. Any provision in this Master Declaration which requires Owners to indemnify the Association, a Sub-Association, the Board or the Sub-Association Board, or other Owners against acts of the indemnitor is subject to the exception that if the liability, damage or injury is covered by any type of insurance and proceeds are actually paid to the insured by reason thereof, the indemnitor is relieved of liability to the extent of insurance proceeds so paid.

SECTION 12.15. FNMA and GNMA Insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Association or a Sub-Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 12.16. Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA, VA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgages encumbering Lots within Improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under applicable policies, rules and regulations as adopted from time-to-time.

SECTION 12.17. Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consent thereto.

SECTION 12.18. Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, grantees or insures a Mortgage on a Lot within the Property and then only to the extent the same are required by said purchaser, guarantor or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition of approval of the Property as a qualifying subdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

## ARTICLE XIII.

### MISCELLANEOUS

SECTION 13.01. Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2025, unless amended as hereafter provided. After December 31, 2025, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 13.02. Amendment. This Master Declaration may be amended as follows:

- (a) By Grantor. Until title to a Lot within the Property is conveyed by the Grantor to an Owner, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination. In addition, the Grantor shall have the right prior to conveyance of fee title to a Lot covered by a Supplemental Declaration to an Owner, without the approval of any Owner or the Association, to amend or terminate a Supplemental Declaration.
- (b) By Owners. Except where a greater percentage is required by an express provision in this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least two-thirds (2/3rds) of the Lots covered by this Master Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 13.02 shall require the vote or written consent of the Owners, including the Grantor, of two-thirds (2/3rds) of the Lots covered by this Master Declaration.

SECTION 13.03. Sewer Covenants. The following covenants shall run with each Lot and any Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such

time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.

- (c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.
- (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Grantor and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.

SECTION 13.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 13.05. Non-Waiver. The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 13.06. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 13.07. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and

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

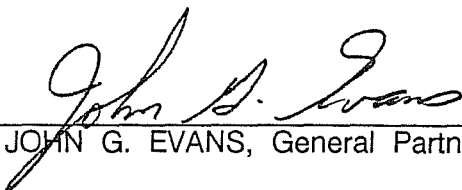
SECTION 13.08. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 13.09. Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 13.10. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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

IFI PARTNERS II, an Idaho General  
Partnership

By   
JOHN G. EVANS, General Partner

STATE OF IDAHO                    )  
  ) ss:  
County of Ada                    )

On this 4<sup>th</sup> day of August, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 7-5-99



## **CONVENANTS, CONDITIONS AND RESTRICTION OVERVIEW**

Please read the following information concerning the CC&R's of Great Sky Estate Subdivision. We, the Home Owner's Association Board of Directors have listed below the most common occurrences of the CC&R's not being adhered to.

Attached to this list is a copy of the CC&R's for Great Sky Estates Subdivision. Please take the time to review the CC&R's. We, as home owners need to protect our investment, all of the rules and regulations can effect future listings of new homes being built and the resale of your home. If you have any questions, complaints or concerns please contact a board member.

1. ADDITIONS TO HOME, SHEDS: Article V, Section 5.03 and 5.04
2. ANIMALS: Article V, Section 5.09
3. COMMERCIAL BUSINESS: Article V, Section 5.12
4. LANDSCAPE MAINTENANCE: Article V, Section 5.13 A & G
5. TRASH CANS/RUBBLE: Article V, Section 5.13 D & G
6. BOATS, R.V'S, CAMPERS, TRAILERS AND OTHER VEHICLES: Article V, Section 5.17
7. GARAGE DOORS: Article V, Section 5.18
8. LANDSCAPE APPROVAL: Article V, Section 5.27 A & B
9. BASKET BALL HOOPS: Article V, Section 5.04
10. POWERS OF BOARD MEMBERS: Article VI, Sections 6.01 through 6.07
11. \*\*OUTSIDE LIGHTING: Please turn on at dusk and run until 10:00 p.m.

SEE ATTACHED CC&R'S FOR REFERENCE

**\*\*THIS IS NOT IN THE BODY OF CC&R'S, HOWEVER DUE TO CONTINUITY AND SECURITY IN SUBDIVISION THE BOARD OF DIRECTORS AND THE SHERIFFS DEPARTMENT STRONGLY SUGGEST YOUR COOPERATION.**



9803724

98037245

**FIRST AMENDMENT TO MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**

(To Annex Great Sky Estates Subdivision No. 2)

April 15, 1998

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**RECITALS**

WHEREAS, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho (hereafter "Master Declaration");

WHEREAS, the Master Declaration authorized the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this First Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

**ARTICLE I.**

**PROPERTY COVERED**

The property which is covered by this First Amendment and which shall be annexed under the Master Declaration is described as follows:

**Great Sky Subdivision No. 2**

**Lots 9, 10 and 11 of Block 2; Lots 13, 14, 15, 16 and 17 of Block 3; and Lots 8, 9, 10, 11, 12, 13 and 14 of Block 8, GREAT SKY ESTATES SUBDIVISION NO. 2, according to the official plat thereof filed in Book 76 of Plats at Pages 7874 and 7875, records of Ada County, Idaho.**

which above described real property is hereafter referred to as "Annexed Property".

## ARTICLE II.

### DEFINED TERMS

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

## ARTICLE III.

### ANNEXATION AND DECLARATION

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

## ARTICLE IV.

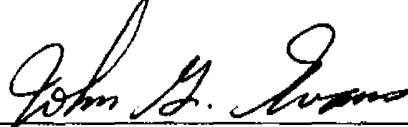
### EFFECTIVE DATE

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

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this First Amendment as of the date and year first above written.

IFI PARTNERS II, an Idaho General  
Partnership

By

  
\_\_\_\_\_  
JOHN G. EVANS, General Partner

*Robert J. Ennis*

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 90 DEPUTY [Signature]

1998 AP 21 AM 8:27

98037245

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 20<sup>th</sup> day of April, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

*[Signature]*

Notary Public for Idaho  
Residing at BOISE, Idaho  
My Commission Expires: 7-5-99



RECORDED - REQUEST OF

ADA COUNTY RECORDER  
DAVID NAVARRO  
IDAHO

FEE 900 DEPUTY *Jackman*

1999 JAN 21 8:50 A.M.

99006038

**SECOND AMENDMENT TO MASTER DECLARATION**

99006038

**OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
GREAT SKY ESTATES**

(To Annex Great Sky Estates Subdivision No. 3)

January 20, 1999

RECITALS

WHEREAS, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 15, 1998, recorded April 21, 1998, as Instrument No. 98037245, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration authorized the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Second Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

**ARTICLE I.**

PROPERTY COVERED

The property which is covered by this Second Amendment and which shall be annexed under the Master Declaration is described as follows:

Great Sky Subdivision No. 3

**Lots 12 through and including 17 of Block 2; Lots 15 through and including 28 of Block 8; Lots 1 through and including 6 of Block 10; Lot 1 of Block 11; and Lots 1 through and including 5 of Block 12, GREAT SKY ESTATES SUBDIVISION NO. 3, according to the official plat thereof filed in Book 77 of Plats at Pages 8141 and 8142, records of Ada County, Idaho.**

which above described real property is hereafter referred to as "Annexed Property".

## ARTICLE II.

### DEFINED TERMS

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

## ARTICLE III.

### ANNEXATION AND DECLARATION

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

## ARTICLE IV.

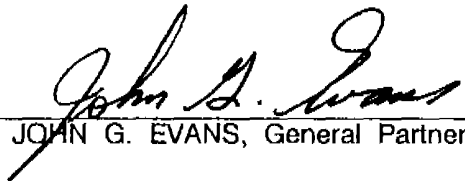
### EFFECTIVE DATE

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

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Second Amendment as of the date and year first above written.

IFI PARTNERS II, an Idaho General  
Partnership

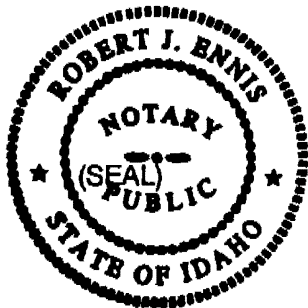
By


  
JOHN G. EVANS, General Partner

STATE OF IDAHO                    )  
  ) ss:  
County of Ada                    )

On this 20th day of January, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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



  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 7/5/99

ADA COUNTY RECORDER  
J. DAVID HAVARRO  
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 9.00 DEPUTY *White*

1999 OCT 26 AM 8:53

99104507

*Robert*  
*Emm*

**THIRD AMENDMENT TO MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**  
(To Annex Great Sky Estates Subdivision No. 4)

October 25, 1999

**RECITALS**

WHEREAS, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 15, 1998, recorded April 21, 1998, as Instrument No. 98037245, records of Ada County, Idaho, and further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated January 20, 1999, recorded January 21, 1999, as Instrument No. 99006038, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration authorized the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Third Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

**ARTICLE I.**

**PROPERTY COVERED**

The property which is covered by this Third Amendment and which shall be annexed under the Master Declaration is described as follows:

**Great Sky Subdivision No. 4**

Lots 18 through and including 26 of Block 2; Lots 29 through and including 38 of Block 8; Lots 7 through and including 11 of Block 10; Lots 2 through and including 9 of Block 11; Lots 6 through and including 14 of Block 12; and Lots 1 through and including 8 of Block 13, GREAT SKY ESTATES SUBDIVISION NO. 4, according to the official plat thereof filed in Book 79 of Plats at Pages 8400, 8401 and 8402, records of Ada County, Idaho.

which above described real property is hereafter referred to as "Annexed Property".

## **ARTICLE II.**

### **DEFINED TERMS**

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

## **ARTICLE III.**

### **ANNEXATION AND DECLARATION**

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

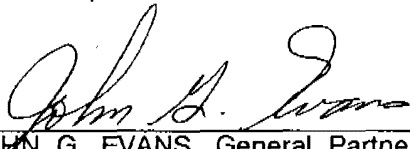
## **ARTICLE IV.**

### **EFFECTIVE DATE**

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

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Third Amendment as of the date and year first above written.

IFI PARTNERS II, an Idaho General  
Partnership

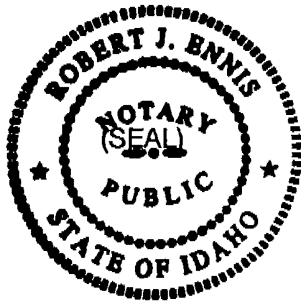
By   
JOHN G. EVANS, General Partner

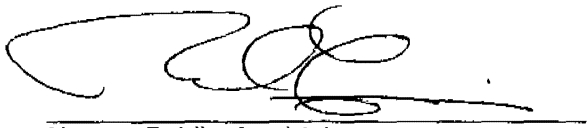


STATE OF IDAHO                    )  
  ) ss:  
County of Ada                    )

On this 25<sup>th</sup> day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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



  
Notary Public for Idaho  
Residing at BOISE, Idaho  
My Commission Expires: 7-5-2005

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
POISE, IDAHO

2001 AP 13 AM 11:38

RECORDED - REQUEST OF  
*Robert J. Ennis*  
FEE 7.00 DEPUTY *J. Ennis*  
101034432

**FOURTH AMENDMENT TO MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**

(To Annex Great Sky Estates Subdivision No. 5)

April 12, 2001

**RECITALS**

WHEREAS, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 15, 1998, recorded April 21, 1998, as Instrument No. 98037245, records of Ada County, Idaho, as further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated January 20, 1999, recorded January 21, 1999, as Instrument No. 99006038, records of Ada County, Idaho, and as further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated October 25, 1999, recorded October 26, 1999, as Instrument No. 99104507, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration authorizes the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration;

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

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

## **ARTICLE I.**

### **PROPERTY COVERED**

The property which is covered by this Fourth Amendment and which shall be annexed under the Master Declaration is described as follows:

#### **Great Sky Estates Subdivision No. 5**

**Lots 3 through and including 20 of Block 4, GREAT SKY ESTATES SUBDIVISION NO. 5, according to the official plat thereof filed in Book 82 of Plats at Pages 8889 and 8890, records of Ada County, Idaho.**

which above described real property is hereafter referred to as "Annexed Property".

## **ARTICLE II.**

### **DEFINED TERMS**

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

## **ARTICLE III.**

### **ANNEXATION AND DECLARATION**

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration. In addition, the Grantor hereby supplements the Master Declaration with the following additional covenants, conditions, restrictions and easements applicable to the Annexed Property:

1. **Maintenance and Operation of Storm Water Basins.** Section 6.06 of the Master Declaration, insofar as the same is applicable to the Annexed Property, shall be revised to add the following subsection (k):

- (j) **Maintenance and Operating of Storm Water Drain.** Perform, or provide for the performance of, the operation and maintenance of the storm water basin which will be located on Lot 10, Block 4, Great Sky Estates Subdivision No. 5, including the repair and replacement of the same if damaged or destroyed by casualty loss, in accordance with the Manual for Maintenance and Operation of Storm Water Basins for the Homeowners Association of Great Sky Estates, dated January 2001, prepared by B. & A. Engineers, Inc.

**EFFECTIVE DATE**

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Fourth Amendment as of the date and year first above written.

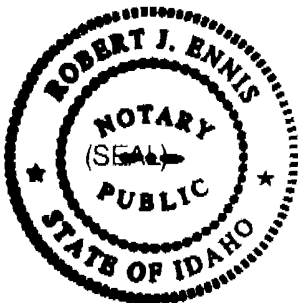
By

~~JOHN G. EVANS~~, General Partner

On this 13<sup>th</sup> day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.



Notary Public for Idaho  
Residing at BOISE, Idaho  
My Commission Expires: 7-5-2005



ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

2001 OCT 18 AM 8:48

RECORDED - REQUEST OF

*Robert Ennis* FEE *9.00* DEPUTY *mpile*

101108050

**FIFTH AMENDMENT TO MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**

(To Annex Great Sky Estates Subdivision No. 6)

October 17, 2001

**RECITALS**

WHEREAS, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 15, 1998, recorded April 21, 1998, as Instrument No. 98037245, records of Ada County, Idaho, as further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated January 20, 1999, recorded January 21, 1999, as Instrument No. 99006038, records of Ada County, Idaho, as further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated October 25, 1999, recorded October 26, 1999, as Instrument No. 99104507, records of Ada County, Idaho, and as further amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 12, 2001, recorded April 13, 2001, as Instrument No. 101034432, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, the Master Declaration authorizes the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration;

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

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

## **ARTICLE I.**

### **PROPERTY COVERED**

The property which is covered by this Fifth Amendment and which shall be annexed under the Master Declaration is described as follows:

#### **Great Sky Estates Subdivision No. 6**

**Lots 10 through and including 14 of Block 11, and Lots 15 through and including 33, Block 12, GREAT SKY ESTATES SUBDIVISION NO. 6, according to the official plat thereof filed in Book 82 of Plats at Pages 9060 and 9061, records of Ada County, Idaho.**

which above described real property is hereafter referred to as "Annexed Property".

## **ARTICLE II.**

### **DEFINED TERMS**

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

## **ARTICLE III.**

### **ANNEXATION AND DECLARATION**

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration. In addition, the Grantor hereby supplements the Master Declaration with the following additional covenants, conditions, restrictions and easements applicable to the Annexed Property:

1. **Maintenance and Operation of Storm Water Basin.** Section 6.06 of the Master Declaration, insofar as the same is applicable to the Annexed Property, shall be revised to add the following subsection (k):

- (k) **Maintenance and Operating of Storm Water Drain.** Perform, or provide for the performance of, the operation and maintenance of the storm water basin which will be located on Lot 21, Block 12, Great Sky Estates Subdivision No. 6, including the repair and replacement of the same if damaged or destroyed by casualty loss, in accordance with the Manual for Maintenance and Operation of Storm Water Basins for the Homeowners Association of Great Sky Estates, dated January 2001, prepared by B. & A. Engineers, Inc.

**EFFECTIVE DATE**

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Fifth Amendment as of the date and year first above written.

By John G. Evans  
JOHN G. EVANS, General Partner

On this 17th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. EVANS, known or identified to me to be a General Partner of IFI PARTNERS II, an Idaho General Partnership, and the General Partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: July 5, 2006

ADA COUNTY RECORDER  
DAVID NAVARRO  
IDAHO

RECORDED - REQUEST OF

FEE 95 DEPUTY man

2002 SP 12 AM 8:39

102103798

Robert Enni's

**SIXTH AMENDMENT TO MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**GREAT SKY ESTATES**

(To Annex a Portion of Great Sky Estates Subdivision No. 7)

September 10, 2002

**RECITALS**

**WHEREAS**, there has been recorded by IFI Partners II, an Idaho General Partnership (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates Subdivision dated August 1, 1994, recorded August 5, 1994, as Instrument No. 94072865, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 15, 1998, recorded April 21, 1998, as Instrument No. 98037245, records of Ada County, Idaho; as further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated January 20, 1999, recorded January 21, 1999, as Instrument No. 99006038, records of Ada County, Idaho; as further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated October 25, 1999, recorded October 26, 1999, as Instrument No. 99104507, records of Ada County, Idaho; as further amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated April 12, 2001, recorded April 13, 2001, as Instrument No. 101034432, records of Ada County, Idaho; and as further amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky Estates dated October 17, 2001, recorded October 18, 2001, as Instrument No. 101108050, records of Ada County, Idaho (hereafter as amended "Master Declaration");

**WHEREAS**, the Master Declaration authorizes the Grantor to annex additional property to Great Sky Estates Subdivision, which additional property, when annexed, shall be brought within the provisions of the Master Declaration;

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

**WHEREAS**, the purpose of this Sixth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with



the additional or different covenants and restrictions expressly provided hereafter, which covenants and restrictions shall apply to the annexed property.

## ARTICLE I.

### PROPERTY COVERED

The property which is covered by this Sixth Amendment and which shall be annexed under the Master Declaration is described as follows:

#### Great Sky Estates Subdivision No. 7

**Lots 15 through and including 20 of Block 11, GREAT SKY ESTATES SUBDIVISION NO. 7, according to the official plat thereof filed in Book 84 of Plats at Pages 9386 and 9387, records of Ada County, Idaho.**

which above described real property is hereafter referred to as "Annexed Property".

**It is expressly noted that Lots 21 through and including 25 of Block 11, GREAT SKY ESTATES SUBDIVISION NO. 7 are not included within the property being annexed under the Master Declaration by this Sixth Amendment.**

## ARTICLE II.

### DEFINED TERMS

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

## ARTICLE III.

### ANNEXATION AND DECLARATION

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Great Sky Estates Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration. In addition, the Grantor hereby supplements the Master Declaration with the following additional covenants, conditions, restrictions and easements applicable to the Annexed Property:

1. **Maintenance and Operation of Storm Water Basin.** Section 6.06 of the Master Declaration, insofar as the same is applicable to the Annexed Property, shall be revised to add the following subsection (k):

- (k) **Maintenance and Operating of Storm Water Drain.** Perform, or provide for the performance of, the operation and maintenance of the storm water basin which will be located on Lot 20, Block 11, Great Sky Estates Subdivision No. 7, including the repair and

