

Book 60 Pages 5951 & 5952

18.17
19.20

17
20

WEST OVERLAND ROAD

PLAT OF
ROSEIRA SUBDIVISION

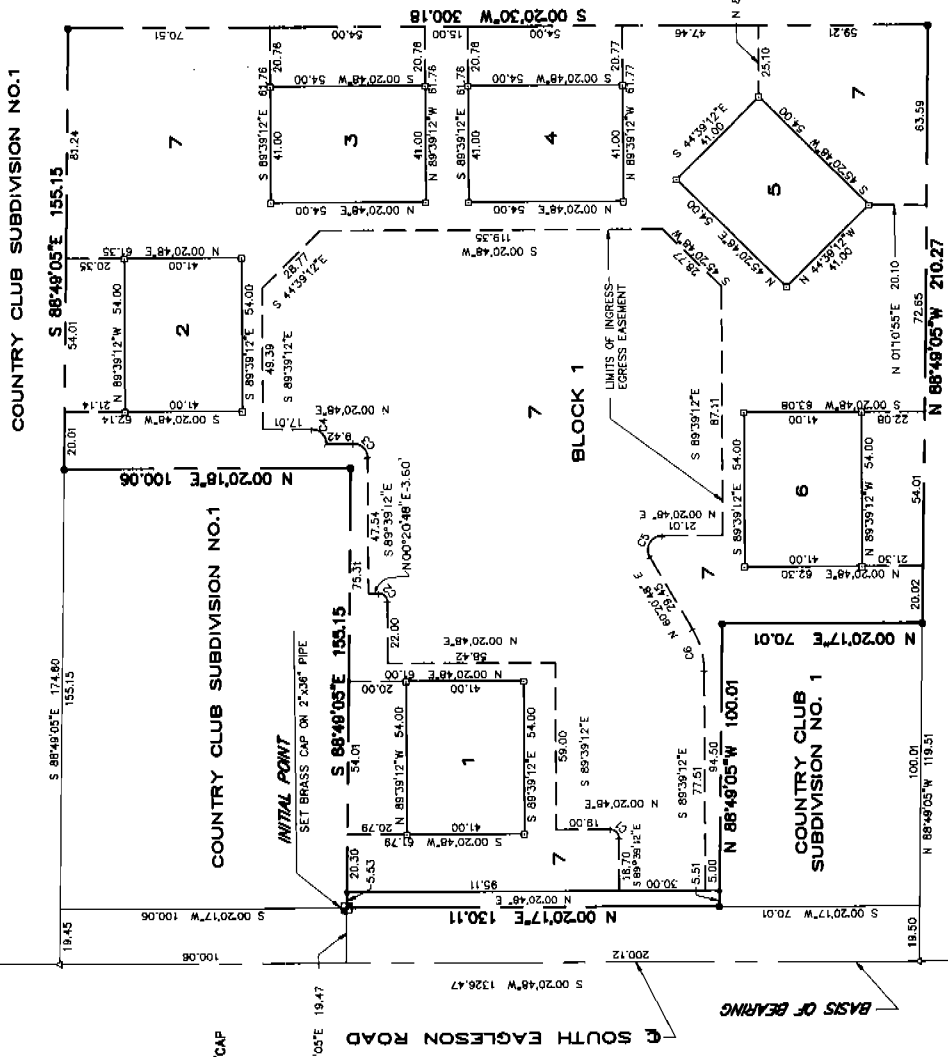
A RESUBDIVISION OF A PORTIONS OF LOTS 7 AND 11 AND ALL OF LOT 9, BLOCK 1,
COUNTRY CLUB SUBDIVISION NO. 1,
LYING IN THE NW 1/4, SECTION 20, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO
1992

LEGEND

- BOUNDARY LINE
- FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- SET 5/8" x 30" IRON PIN w/CAP
- SET 1/2" x 24" IRON PIN
- ▲ FOUND P.K. NAIL
- BUILDING CORNER



COUNTRY CLUB SUBDIVISION NO. 1



CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
1	90°00'00"	3.00	4.71	N 45°20'48"E
2	90°00'00"	3.00	4.71	N 45°20'48"E
3	90°00'00"	3.00	4.71	N 45°20'48"E
4	90°00'00"	3.00	4.71	N 45°20'48"E
5	120°00'00"	5.00	7.86	N 59°39'12"W
6	30°00'00"	30.00	15.71	N 75°20'48"E

NOTES

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS MODIFIED BY CONDITIONAL USE PERMIT CU-29-88(ACCEPTED).
2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC EASEMENT OVER THE TEN (10) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC. THE EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS TO EACH LOT.
4. SUBDIVISION WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3005 TO THE IDAHO CODE.
5. A TEN (10) FOOT UTILITY EASEMENT IS LOCATED ALONG THE EXTERIOR BOUNDARY LINES.
6. LOT 7 IS DESIGNATED AS A COMMON AREA TO BE USED FOR INGRESS-EGRESS, PARKING AND UTILITIES.
7. LOT 7 IS COVERED BY A BLANKET DRAINAGE AND UTILITY EASEMENT.

COUNTRY CLUB SUBDIVISION NO. 1

WEST SPAULDING STREET

9240743

ADA COUNTY, ID. FOR
J. DAVID HAYARRO
RECORDER

Pacific Northwest Electric

BY B. Belueal
7500

'92 JUN 22 PM 2 56

ROBERT L. ALDRIDGE, CHARTERED
Attorney at law
1209 North Eighth Street
Boise, Idaho 83702-4297
Telephone: (208) 336-9880
Attorney for Association

Declaration and Articles of Covenants,
Conditions and Restrictions

THIS DECLARATION, Made on the date hereinafter set forth by Pacific Northwest Electric, Inc., hereinafter referred to as the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Boise, Ada County, State of Idaho, which is more particularly described on Exhibit 1, attached hereto and incorporated herein as if set forth in full; and,

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit 1 shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the said real property and improvements and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article 1
Definitions

Section 1. "Association" shall mean and refer to the Rosera Subdivision Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Pacific Northwest Electric, Inc., and the successors and assigns thereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property described on Exhibit 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as shown and described in Exhibit 1 attached hereto.

Section 6. "Lot" shall mean and refer to any plot of land designated on Exhibit 1, together with all buildings and appurtenances thereto, excluding the Common Area and streets delineated thereon.

Article 2 Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

(d) FURTHER, if ingress and/or egress to any Lot, or the residence thereon, is through or over any portion of the Common Area, any conveyance or encumbrance of such Common area shall be subject to an easement in favor of the Owner of such Lot(s) for such ingress and/or egress.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his, her or its right of enjoyment to the Common Area and facilities to tenants or contract purchasers who occupy the Lot owned by the Owner.

Section 3. Conveyance of Common Area. The Common Area shall be conveyed to the Association free and clear of any and all encumbrances of any nature (save and except utilities easements and the like) prior to the time of any H.U.D. insurance of a mortgage or deed of trust for a Lot.

Section 4. Garages, Carports. Four garages are located on Lot 8, consisting of two garages with two internal spaces each and two garages with four internal spaces each. The said garages shall be allocated as to usage to Lots 1 through 6 as set forth on Exhibit Four to these Declarations, with two spaces allocated to each said Lot. There are also twenty four carports on Lot 8. The usage of each carport shall be allocated to Lots 1 through 6 as set forth on Exhibit Four to these Declarations.

Section 5. Easement to Adjoining Property. Certain property shown on the Site Plan as a portion of Country Club Subdivision No. 1, lying in the Southwest corner of the Site Plan and south of the paved entrance to Lot 8, and contiguous to Lot 8, shall have the right to utilize the paved entrance on Lot 8 as ingress to and egress from said contiguous property if, and only if, the owner thereof at the time of development which would require such

ingress and egress is either Declarant or Wirt Edmonds (or any partnership or corporation or joint enterprise wherein either or both of said persons are partners, shareholders, or enjoy any such similar status therein), and the Association shall execute any documents necessary to establish such ingress and egress officially (including further documents establishing an easement) as may be required by appropriate planning and zoning requirements to allow development of such contiguous property.

Article 3 Membership and Voting Rights

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have the classes of voting membership, which shall include all Owners, which are set forth and described on Exhibit 2, attached hereto and incorporated herein as if set forth in full, together with the limitations or conditions described in such Exhibit 2. The number of votes, or fraction votes, for each Owner are set forth on Exhibit 2. When more than one person holds an interest in any Lot, all such persons (or entities) shall be members of the Association, sharing and dividing the total number of votes allocated to said Lot as such persons or entities shall decide among themselves.

Article 4 Covenant For Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges; and,
- (b) special assessments for capital improvements.

The annual and special assessments shall be established and collected as hereinafter provided. Said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. Additionally, the personal obligation for delinquent assessments shall pass to the successors and assigns, transferees etc. of such Owner, whether or not expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and their tenants, and for the improvement and maintenance of the Common Area and of the Property. Additionally, certain expenses are set forth on Exhibit 3 attached hereto and incorporated herein as if set forth in full, and such Exhibit shall be deemed to be illustrative and not exhaustive in nature, with all expenses of a similar or like nature to also be allowable expenses for assessment.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon, the Common Area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, except the Declarant, actually voting, in person or by proxy, at a meeting duly called for this purpose, AND PROVIDED FURTHER, that such capital improvements may not be subject to payment through or by special assessments or by regular assessments during the development period, as defined by H.U.D.

Section 4. Notice and Quorum For Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, supra, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60.0%) of all the votes of such membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot. All assessments shall be collected monthly unless otherwise expressly directed by the Association.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recordation of this Declaration. The Association may declare a short year for the first annual assessments, but shall thereafter use twelve month years therefore, unless the entire fiscal year of the Association be changed. In the event of a short year, the first or other annual assessment for such short year shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid.

Section 7. Interest and Lien. The amount of any assessment, whether regular or special, assessed to the Owner of any Lot, not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not in excess of the then interest rate permitted on Federal Housing Administration insured mortgages and, together with costs, including reasonable attorney's fees and costs of recordation, shall become a lien upon such Lot, upon recordation of a Notice of Assessment stating the amount of the claim or delinquency, the interest and costs which have accrued thereon, the description of the Lot against which it has been assessed, and the name of the record or reputed Owner thereof. Such Notice shall be signed by an officer of the Association. Such Notice, upon recording, shall create a lien upon the Lot described in the amount set forth, plus accruing interest and costs. In no event shall a Declaration of Homestead be prior to such a lien, even though the lien is recorded after the Declaration of Homestead. The lien shall continue until

fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further Notice releasing the lien must be recorded. Such lien may be foreclosed in the same manner as is provided by the laws of the State of Idaho for the foreclosure of a mechanic's or similar lien, or as otherwise provided by law for foreclosure of such a lien. A certificate executed and acknowledged by the Association stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust existing on the date the assessment became due and owing, but shall be superior to all other mortgages, deeds of trust or encumbrances. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage or first deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgages shall have no responsibility to collect assessments.

Article 5 Approval of Plans

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article 6 General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of such proceeding, the prevailing party shall be entitled to all reasonable damages shown, including reasonable attorney's fees and costs.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of

ten (10) years, and may be extended thereafter by recording of a Declaration of Extension by Declarant or the successors in interests of Declarant. This Declaration may be amended during the first year after its recording by Declarant, without the need for approval of join in such amendment by any of the Owners. During the second through twentieth years after recording, this Declaration or its amendments may be amended by an instrument signed by not less than ninety (90.0%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the votes of the Owners.

Section 5. Voting. Any reference throughout this Declaration to votes or voting or consent or approval of the Association or the Owners shall refer to the casting of votes as allocated on Exhibit 2. A "majority" or "two-thirds" or "seventy-five percent" or other description of some portion or percentage of the votes of the Association or Owners shall always, and without exception, refer to a portion or percentage of the allocated votes as set forth on Exhibit 2, and not to a portion or percentage of the number of Lots or Owners, save and except for Section 3 of this Article Six. Therefore, voting shall never be conducted by any other system other than that set forth on Exhibit 2.

Article 7 Exterior and Interior Maintenance

Each Owner shall be responsible for both exterior and interior maintenance of the improvements on each Lot, and shall keep such improvements in good condition, including: paint, repair, replacement and care for roofs, gutters, downspouts, exterior and interior building surfaces, fences, trees, shrubs, grass, walks and glass surfaces. Further, in the event that the need for maintenance or repair of any part of the Common Area or its improvements is caused through the willful or negligent act of the Owner, his family, guest, invitees or tenants, the cost of such maintenance or repairs shall be added to and become part of the assessments to which such Lot is subject.

Article 8 Use Provisions

Section 1. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view.

Section 2. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Area. However, each Owner may, within the confines of the laws, rules and regulations of the appropriate governmental body having cognizance thereof, and subject to such rules and regulations as the Association may adopt, keep household pets. No dog shall be allowed on the Common Area without being held on a leash, and any excrement or other debris left by or caused by such dog shall be promptly and completely removed by the person in control of such dog.

Section 4. No noxious or offensive or illegal activity shall be carried on, in or upon any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

Section 5. No portion of any Lot, or the Common Area, may be used for non-residential purposes or for purpose incidental or accessory thereto.

Section 6. No signs shall be erected.

Section 7. No television, radio, or other antenna, or dish, or other item of a similar nature shall be located on any Lot or the Common Area which is exposed to view from any other Lot or from the Common Area, unless approved in writing by the Association.

Section 8. Nothing shall be altered, or constructed in, or removed from the Common Area except upon the written consent of the Association.

Section 9. No boats, mobile homes, trailers, trucks or campers shall be parked anywhere on the Properties or on areas adjacent to the Properties utilized for parking. The Association may promulgate parking regulations and requirements from time to time, which shall be binding on all Owners and which all Owners shall enforce as to invitees, guests and other persons reasonably within the control or influence of such Owner. Included in such regulations and requirements shall be an allocation to each Lot, at such ratio as the Association shall determine in writing, for vehicles allowed to park regularly on the Properties. The Association may also direct that parking be in designated areas, and/or may assign and designate exclusive parking spaces to individual Owners or Lots.

Section 10. No Owner shall violate any rules for use of the Common Area adopted by the Association and furnished in writing to the Owners, and the Association is authorized to adopt such rules.

Article 9 Encroachments

If any portion of a building or structure now existing or hereafter constructed encroaches upon any part of the Common Area, such encroachment shall be promptly removed and the Common Area restored, upon notice by the Association to the Owner of the encroachment in writing.

Article 10 Sewer Maintenance

Section 1. Each Owner expressly agrees by the acceptance of a deed to a Lot that such Owner will abide by and be bound by the requirements of the appropriate sewer district as to maintenance of lines and facilities related to sewers on the Property, and each Owner acknowledges that such sewer district may require that all lines and facilities on, in or under the Property be maintained by the Owners or the Association, even though such lines or facilities may not lie under a Lot and may previously have been the responsibility of the sewer district.

Section 2. The Association may make assessments for the purpose of maintenance of the sewer lines and facilities not maintained by the appropriate sewer district, lying in, on, or under the Property.

Article 11
Property Manager

The Association may retain and pay a property manager to collect assessments, manage the Common Area, determine charges and otherwise act on behalf of the Association, subject to the compensation and definition of duties set forth by the Association. The costs of such property manager shall be assessed to the Owners. An existing property manager shall be assessed to the Owners. An existing property manager may be discharged only by a vote of seventy-five (75.0%) of the votes of the Owners and with approval in writing by the Declarant or the successors in interest of the Declarant.

Article 12
Irrigation, City Water

Section 1. Irrigation. Irrigation shall be furnished through a common meter and shall be maintained by the Association and the costs thereof assessed to the Owners. No irrigation water shall be guaranteed to any Lot or the Common Area, such being at the sole discretion of the Association.

Section 2. City Water. The Lots are served by individual water meters. Each Owner shall be solely responsible for, and shall pay promptly and without delinquency, any and all water costs shown by the meter serving that Owner's Lot.

Article 13
Restriction of Usage

No usage shall be made of any Lot which is not then allowable under the existing residential zoning, or its equivalent then existing, in the City, County or other appropriate zoning district in which the Properties are located. It is the purpose of this restriction to limit usage of the Lots to residential purposes only. If no such zoning exists at the time such a question arises, and no reasonable equivalent zoning can be determined, then the zoning requirements in effect in the City, County or other appropriate zoning district, as the case may be, on the date of recording of this Declaration shall be controlling.

Article 14
Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties, and which is placed on the dividing line between the Lots, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

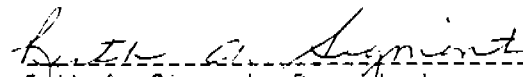
Article 15
Dissolution of Association

In the event the Association is dissolved, the assets thereof, after payment of all just debts of the Association, shall be either: (a) dedicated to an appropriate public body; or, (b) conveyed to a nonprofit organization with similar purposes.

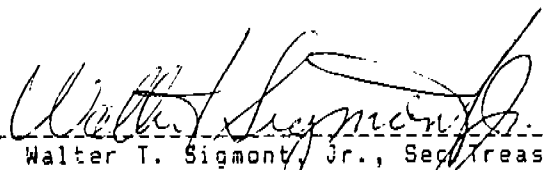
Under no conditions can the Association be dissolved without prior written permission from Boise City.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set hand and seal this 3-23-92.

PACIFIC NORTHWEST ELECTRIC, INC.



Ruth A. Sigmont, President

ATTEST: 

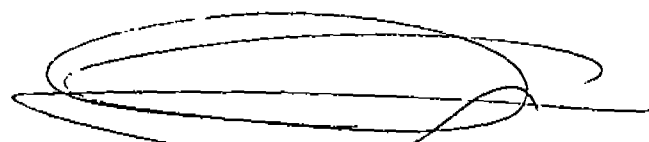
Walter T. Sigmont, Jr., Secretary

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this March 23, 1992, before me, a Notary Public in and for said State, personally appeared Ruth A. Sigmont and Walter T. Sigmont, Jr., known or identified to me to be the President and Secretary, respectively, of Pacific Northwest Electric, and to be the persons whose names are attached to the foregoing instrument, and acknowledged to me that said corporation executed the same.

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





Notary Public for Idaho
Residing at Meridian
Commission ~~is for life~~ *Expires 7-4-94*

EXHIBIT 1
Description of Properties

I. Description of General Property:

The general property is described as Rosera Subdivision, as described in the official plat thereof, records of Ada County, Idaho. Said plat is incorporated herein as if set forth in full.

II. Description of Lots:

Lots 1 through six (6), Block 1, according to said plat.

III. Common Area:

Lots seven (7) and eight (8) of Block 1 are considered to be common areas, including roads and parking, according to said plat.

IV. Right of Ingress and Egress:

Each Owner and his successor in interest, transferees, assigns etc. shall have full right to use of the streets in the common area for ingress to and egress from the Lot owned by such Owner. The general public shall also have such rights of ingress and egress as are necessary or helpful to allow full residential usage by an Owner of his Lot.

Exhibit 2
Allocation Of Votes And Common Area Ownership

1. Allocation of Votes. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant (until the cessation of Class B membership, at which time the Declarant shall become a Class A member), and shall be entitled to one vote for each Lot owned.

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) the date of _____ is reached.

PROVIDED FURTHER, that while Declarant has a majority of the outstanding votes, and therefore controls the Association, H.U.D. must approve: (a) any action which may affect the easements in the Common Area; and/or (b) any amendment of any document requiring original approval by H.U.D.

2. Common Area Ownership. Each Lot shall have an equal percentage of ownership interest in the Common Area, which is to be allocated to each Lot for purposes of tax assessment under Section 55-1514, Idaho Code, and for purposes of liability as provided by Section 15-1515, Idaho Code. Said percentage is fixed by taking as a basis the value of each Lot in relation to the value of the Properties as a whole.

Exhibit 3
Assessment of Expenses

Expenses subject to assessment shall include, but not be limited to:

- Parking Lot upkeep, repair and improvements
- Street upkeep, repair and improvements
- Sewer line and facility upkeep, repair and improvement
- Common Area upkeep, repair and improvement
- General signage for the Property
- Legal fees and costs
- Technical and accounting fees and costs
- Property management fees and costs
- Supplies for the Association
- Enforcement costs
- Water costs
- Pump and irrigation costs
- Advertising for the Association
- Charitable donations, political donations and similar items for the Association
- Compliance costs
- Assessments made but discharged or extinguished

ROBERT L. ALDRIDGE, CHARTERED
Attorney at Law
1209 North Eighth Street
Boise, Idaho 83702-4297
Telephone: (208) 336-9880
Attorney for Association

Designation of Agent To
Receive Service Of Process

COMES NOW Declarant in that certain Declaration and Articles of Covenants, Conditions and Restrictions, of even date herewith, for Rosera Subdivision, Pacific Northwest Electric, Inc., and designates, pursuant to Idaho Code, Section 55-1512, Walter T. Sigmont, Jr., as the person to receive service of process in any action relating to the Common Area and facilities of said Subdivision and the Association created by said Declaration.

DATED 3-23-92.

PACIFIC NORTHWEST ELECTRIC, INC.

Ruth A. Sigmont
Ruth A. Sigmont, President

ATTEST: Walter T. Sigmont, Jr.
Walter T. Sigmont, Jr., Sec. Treasurer

The undersigned, Walter T. Sigmont, Jr., hereby acknowledged acceptance of the foregoing designation. The undersigned further states that he is a resident of the State of Idaho and may be located at the address given in the said designation.

Walter T. Sigmont, Jr.
Walter T. Sigmont, Jr.

ROBERT L. ALDRIDGE, CHARTERED
Attorney at Law
1209 North Eighth Street
Boise, Idaho 83702-4297
Phone: (208) 336-9880
Attorney for Association

By-Laws of
Rosera Subdivision

Article 1
Name and Location

The name of the Association is Rosera Subdivision Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 3817 Star Valley Road, Boise, Idaho, 83709, or such other and later location as the Board of the Association shall determine. Meetings of the Association and of the Board may be held at such times and places within the State of Idaho, County of Ada, as may be designated by the Board.

Article 2
Definitions

Section 1. "Association" shall mean and refer to the Rosera Subdivision Association and successors and assignees.

Section 2. "Declarant" shall mean and refer to Pacific Northwest Electric, Inc., and the successors and assigns thereof.

Section 3. "Properties" shall mean and refer to that certain real property and improvements described in the Declaration and Articles of Covenants, Conditions and Restrictions of Rosera Subdivision, Exhibit 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and improvements owned by the Association for the common use and enjoyment of the Owners, as described in Exhibit 1 to the Declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, excluding the Common Area, all as defined on Exhibit 1 to said Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the above described Declaration, as amended from time to time.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership as provided in the Declaration.

Article 3
Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of recording of the Declaration, and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter, at the hour set by the Board. If the day for the annual meeting is a legal holiday, State or Federal, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of members who are entitled to vote one-fourth (1/4) of the total votes allocated to Lots.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary, or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or the proxies entitled to cast, one-sixth (1/6) of the votes allocated to Lots, shall constitute a quorum for any action except as otherwise provided in the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Article 4
Board of Directors
Terms of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) directors, who must be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a seventy-five (75.0%) vote of the votes allocated to Lots. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he shall render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors may have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Any such action taken shall be ratified at the next regular meeting of the directors, in order to place such action in the minutes of the Board.

Section 6. Manager. The Board may engage the services of a manager or managing agent, as described in the Declaration.

Article 5 Nomination And Election Of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the said annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be from among the members only and no person who is not a member, or who does not represent a member which is an entity rather than a person, may serve on the Board.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article 6 Meetings Of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. No meeting shall be held at a day or time which will conflict with any creed or religious belief of a Board Member.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held, subject to the last sentence of Section 1, when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to every director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the

directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article 7
Powers And Duties Of The Board Of Directors

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities of a member during any time period in which such member shall be in default in the payment of any assessment levied by the Association; such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Declaration or these By-Laws;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) prepare and adopt an annual budget, utilizing the prior year's budget and statements from outside authorities (including taxing entities, sewer districts, water companies, etc.) and reasonable estimations based thereon, including bids and projections, to estimate the amount of the annual budget;

(f) review and pay, as appropriate, payment vouchers, bills and other such demands for payment, requiring, in all cases, adequate and complete verification of materials and labor furnished and expenses incurred, and inquiring into the reasonableness of all such items as necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members holding or representing one-fourth (1/4) of the votes allocated to Lots;

(b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot, at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period; and,

(iii) foreclose any lien against a Lot for which assessments are not paid within thirty (30) days after the due date thereof, or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon ten (10) days' notice to the manager of Board of Directors, and upon payment of a reasonable fee to be established by the Board, as statement of the account of the requesting Owner, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, with the provision that a representation on such statement that an assessment has been paid shall be conclusive evidence, as against the Association and the Board, that such payment was in fact made;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association or for which the Association may be liable;

(f) cause all officers and/or employees having fiscal responsibility to be bonded, if it may deem such appropriate;

(g) cause the Common Area to be maintained, repaired and replaced as necessary, and designate and remove personnel necessary for the same, or delegate such duty to the manager, as the Board shall deem appropriate;

(h) adopt and amend, from time to time, administrative rules and regulations governing the operation and use of the Common Area and common elements, causing all such adoptions and amendments to be served in writing upon all Owners before the same shall become effective; and,

(i) to obtain expert counsel, including legal and accounting counsel, as shall be necessary to adequately protect the Association, the Owners and the Board from liability and to adequately carry out the affairs of the Association and the Board and perform the duties of the Board.

Article 8 Officers And Their Duties

Section 1. Enumeration of Officers. The Officers of this Association shall be the President, who shall be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the members.

Section 3. Term. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and removal. Any officer and/or Board member may be removed from office, with or without cause, at any time upon the affirmative vote of at least seventy-five percent (75.0%) of the votes allocated to Lots. Any officer or Board member may resign at any time by giving written notice to the Board, or the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office or on the Board may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office or Board member he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

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

(b) Vice-President. The Vice-President, who shall be a member of the Board, shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the seal of the Association and affix it on all papers requiring such seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer shall receive and deposit in appropriate accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association with the President, keep proper books of account and financial records, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy of such budget and statement to each member.

Section 9. Compensation. No Officer shall receive compensation for any service he/she shall render to the Association. However, any Officer may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Article 9
Committees

Section 1. Appointment. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. The Board may also appoint such other committees as deemed appropriate in carrying out its purpose.

Section 2. Membership of Committees. Members of a committee need not be members of the Board of Directors nor of the Association, except for the Nominating Committee, which shall consist of members of the Association.

Article 10
Books and Records

Section 1. Place of Keeping. The books, records, and papers of the Association and the Board shall, at all times, be kept at the offices of the Association, except when placed temporarily with attorneys, accountants, or other similar persons or entities. Such shall include copies of the Declaration and these By-Laws.

Section 2. Inspection by Members. All the books, records, and papers of the Association and the Board shall, during reasonable business hours, be subject to inspection by any member of the Association or his agent. Upon request, and for a reasonable fee determined by the Board, copies of such papers may be purchased by a member.

Article 11
Assessments

Section 1. Method of Assessment. Assessments for each Lot and/or Owner shall be established as set forth in the Declaration and elsewhere in these By-Laws. Assessments shall be based on the annual budget and/or upon estimations of actual expenses incurred or to be incurred. No assessment shall be made to create any sinking fund or establish funds for future expenditures not identified and budgeted.

Section 2. Liability for Assessments, Lien. As described in the Declaration, each Owner is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest as described in the Declaration and shall be subject to foreclosure or other action at law as is described in the Declaration. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of a Lot.

Article 12
Seal

Section 1. Authorization for Seal. The Association, should the Board of Directors deem such appropriate, may have a seal, but is not required to have such.

Section 2. Use of Seal. The seal of the Association, should such be authorized and procured, shall be used as directed by the Board of Directors, including usage to establish the authenticity of any record or document of the Association.

Article 13
Amendments

Section 1. Method of Amendments. The By-Laws may be amended at regular or special meetings of the members, by a vote of a majority of the votes allocated to Lots, so long as a quorum is present at such meeting in person or by proxy.

Section 2. Conflicts. In the event of any conflict between the terms of the Declaration and the terms of these By-Laws, the Declaration shall control.

Section 3. Notice of Proposed Amendments. Notice of the subject matter of a proposed amendment to these By-Laws shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 4. Certification, Recording. A copy of each statement shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Ada County, Idaho.

Article 14
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration. The fiscal year of the Association may be changed by the Board of Directors from time to time.

Section 2. Proof of Ownership. Proof of status as Owner shall be subject to such rules and regulations as the Board shall establish, but shall be rebuttably presumed from presentation of a recorded deed to the Lot or of a Contract of Purchase or similar document as to the Lot in question.

Section 3. Parliamentary Rules. Roberts' Rules Of Order (latest edition) shall govern the conduct of Association and Board meetings, when not in conflict with the Declaration or these By-Laws.

Section 4. Initial Officers. Until the first meeting of the Association and of the Board of Directors, Ruth A. Sigmont shall act as President and Walter T. Sigmont, Jr. shall act as Secretary.

The foregoing were adopted as the By-Laws of Rosera Subdivision Association by the acting President and Secretary of the Association on 3-23-92.

Ruth A. Sigmont

Ruth A. Sigmont, President

APPROVED: *Walter T. Sigmont Jr.*

Walter T. Sigmont, Jr., Secretary

The foregoing were adopted as the By-Laws of Rosera Subdivision Association at the first meeting of the Board of Directors on 3-23-92.

Ruth A. Sigmont

President

APPROVED: *Walter T. Sigmont Jr.*

Secretary

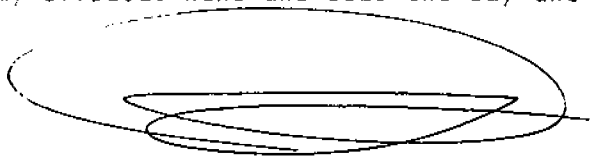
STATE OF IDAHO

)
) ss.
)

COUNTY OF ADA

On March 23, 1992, before me, Robert L. Aldridge, a Notary Public in and for said State, personally appeared Ruth A. Sigmont and Walter T. Sigmont, Jr., known to me to be the persons whose names are subscribed to the within By-Laws as acting President and acting Secretary, respectively, of Rosera Subdivision Association, and to be such officers, and acknowledged to me that said Association executed the same.

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



Notary Public for Idaho
Residing at Meridian
Commission ~~is in effect~~ expires 7-1-94

Instrument # 4240743 ✓

INDEXED

ROSELA SUBDIVISION ASSOCIATION
11631 W. ONEIDA
BOISE, IDAHO 83709
(208) 362-3090

9278
Rosera Sub
ADA COUNTY, ID. F
J. DAVID NARR
RECORDER B
9:00
notary notec
92 NOV 13 PM

14780015

MEETING OF ROSELA SUBDIVISION HELD NOVEMBER 11, 1992

THE FOLLOWING RECORDS AND BY-LAWS OF THE ROSELA SUBDIVISION WERE VOTED TO BE CHANGED AT THE NOVEMBER 11, 1992 MEETING BY A UNANIMOUS VOTE.

A- ARTICLE 2 (PROPERTY RIGHTS) SECTION 4 IN REFERENCE TO EXHIBIT FOUR THERE WAS NO EXHIBIT 4 INCLUDED IN THE DECLARATION AND IT WAS VOTED ON TO EXCEPT EXHIBIT FOUR AS PRESENTED. SEE ATTACHED.

B- ARTICLE 2, SECTION 5 SHOULD READ AS FOLLOWS.

SECTION 5. EASEMENT TO ADJOINING PROPERTY. CERTAIN PROPERTY SHOWN ON THE SITE PLAN AS A PORTION OF COUNTRY CLUB SUBDIVISION NO. 1, LYING IN THE SOUTHWEST CORNER OF THE SITE PLAN AND SOUTH OF THE PAVED ENTRANCE TO LOT 7, AND CONTIGUOUS TO LOT 7, SHALL HAVE THE RIGHT TO UTILIZE THE PAVED ENTRANCE ON LOT 7 AS INGRESS AND EGRESS FROM SAID CONTIGUOUS PROPERTY IF, AND ONLY IF, THE OWNER THEREOF AT THE TIME OF DEVELOPMENT WHICH WOULD REQUIRE SUCH INGRESS AND EGRESS IS EITHER DECLARANT OR WIRT EDMONDS (OR PARTNERSHIP OR CORPORATION OR JOINT ENTERPRISE WHEREIN EITHER OR BOTH OF SAID PERSONS ARE PARTNERS, SHAREHOLDERS, OR ENJOY ANY SUCH SIMILAR STATUS THEREIN), AND THE ASSOCIATION SHALL EXECUTE ANY DOCUMENTS NECESSARY TO ESTABLISH SUCH INGRESS AND EGRESS OFFICIALLY (INCLUDED FURTHER DOCUMENTS ESTABLISHING AN EASEMENT) AS MAY BE REQUIRED BY APPROPRIATE PLANNING AND ZONING REQUIREMENTS TO ALLOW DEVELOPMENT OF SUCH CONTIGUOUS PROPERTY.

2- ARTICLE 3 (MEMBERSHIP AND VOTING).

A- SECTION 1. EVERY OWNER SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT. MEMBERS MAY ALSO INCLUDE OWNER APPOINTED REPRESENTATIVES.

3- ARTICLE 3 (OF THE BY-LAWS) SECTION 4 TO READ.

A- SECTION 4. QUORUM. THE PRESENCE AT THE MEETING OF MEMBERS ENTITLED TO CAST, OR THE PROXIES ENTITLED TO CAST, 60% OF THE VOTES ALLOCATED TO LOTS, SHALL CONSTITUTE A QUORUM FOR ANY ACTION EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OF THE BY-LAWS. IF, HOWEVER, SUCH QUORUM SHALL NOT BE PRESENT OR REPRESENTED AT ANY MEETING, THE MEMBERS ENTITLED TO VOTE THEREAT SHALL HAVE THE POWER TO ADJOURN THE MEETING FROM TIME TO TIME, WITHOUT NOTICE OTHER THAN ANNOUNCEMENT AT THE MEETING, UNTIL A QUORUM AS AFORESAID SHALL BE PRESENT OR BE REPRESENTED.

4- ARTICLE 6 (OF THE BY-LAWS) SECTION 1 TO READ.

A- SECTION 1. REGULAR MEETINGS. REGULAR MEETINGS OF THE BOARD OF DIRECTORS SHALL BE HELD QUARTERLY, WITHOUT NOTICE, AT SUCH PLACE AND HOUR AS MAY BE FIXED FROM TIME TO TIME BY RESOLUTION OF THE BOARD. SHOULD SAID MEETING FALL UPON A LEGAL HOLIDAY, THEN THAT MEETING SHALL BE HELD AT THE SAME TIME ON THE NEXT DAY WHICH IS NOT A LEGAL HOLIDAY. NO MEETING SHALL BE HELD AT A DAY OR TIME WHICH WILL CONFLICT WITH ANY CREED OR RELIGIOUS BELIEF OF A BOARD MEMBER.

I HAVE REVIEWED THE CHANGES TO THE RECORDS AND BY-LAWS.

SIGNED Ruth A. Sigmont
RUTH A. SIGMONT, PRESIDENT

APPROVED Walter T. Sigmont Jr.
WALTER T. SIGMONT JR., SECRETARY



Notarized 11/13/92
Robert A. Bauder
My Commission expires
9/1/97
Robert A. Bauder

Exhibit 3
Assessment of Expenses

Expenses subject to assessment shall include, but not be limited to:

Parking Lot upkeep, repair and improvements
 Street upkeep, repair and improvements
 Sewer line and facility upkeep, repair and improvement
 Common Area upkeep, repair and improvement
 General signage for the Property
 Legal fees and costs
 Technical and accounting fees and costs
 Property management fees and costs
 Supplies for the Association
 Enforcement costs
 Water costs
 Pump and irrigation costs
 Advertising for the Association
 Charitable donations, political donations and similar items for the
 Association
 Compliance costs
 Assessments made but discharged or extinguished

Exhibit 4
Usage Allocation of Garages and Carports

Garage usage is as follows:

Garages No. 1 and 2 assigned to Unit 1706.
 Garages No. 3 and 4 assigned to Unit 1718.
 Garages No. 5 and 6 assigned to Unit 1710.
 Garages No. 7 and 8 assigned to Unit 1714.
 Garages No. 9 and 10 assigned to Unit 1716.
 Garages No. 11 and 12 assigned to Unit 1720.

Carport usage is as follows:

Carports A, B, C and D assigned to Unit 1706.
 Carports A, B, C and D assigned to Unit 1710.
 Carports A, B, C and D assigned to Unit 1714.
 Carports A, B, C and D assigned to Unit 1716.
 Carports A, B, C and D assigned to Unit 1718.
 Carports A, B, C and D assigned to Unit 1720.