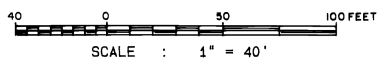


STRATFORD SUBDIVISION

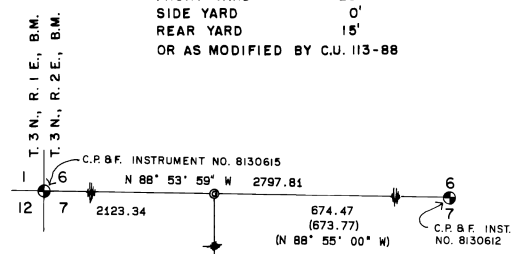
PART OF THE SE 1/4 NW 1/4, SECTION 7, T.3 N., R.2 E., B.M.
ADA COUNTY, IDAHO

1990

CTM ENGINEERING INC. BOISE, IDAHO



BUILDING SETBACKS:
 FRONT YARD 20'
 SIDE YARD 0'
 REAR YARD 15'
 OR AS MODIFIED BY C.U. 113-88

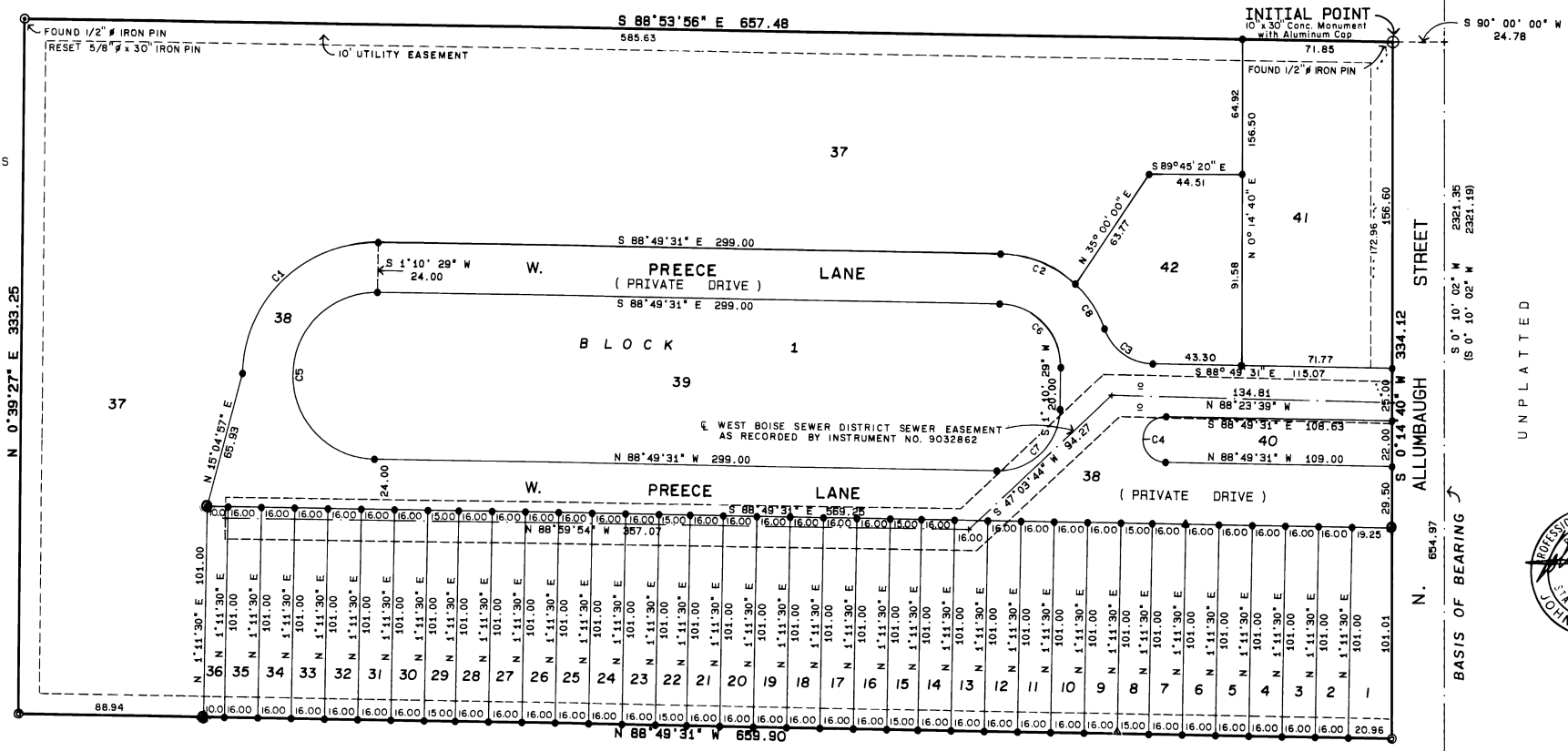


- NOTES**
1. A PERPETUAL EASEMENT WHICH SHALL RUN WITH THE LAND IS GRANTED TO EACH BUILDING LOT OWNER IN THIS PLAT FOR INGRESS AND EGRESS OVER LOT 38, BLOCK 1, A PRIVATE DRIVE.
 2. DEVELOPER WILL COMPLY WITH THE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.
 3. CONSTRUCTION OF SEPARATE PRINCIPAL BUILDINGS ON ALL LOTS EXCEPT LOTS 41 AND 42 IS PROHIBITED.

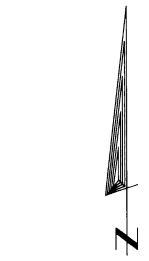
- LEGEND**
- ⊕ BRASS CAP (FOUND)
 - ⊕ ALUMINUM CAP IN CONCRETE (SET)
 - ⊕ 5/8" ∅ IRON PIN (FOUND)
 - ⊕ 5/8" ∅ x 30" IRON PIN (SET)
 - 1/2" ∅ x 24" IRON PIN (SET)
 - P.K. NAIL & WASHER IN CONC. SLAB (SET)
 - △ 1/2" ∅ x 24" IRON PIN SET ON 1.0' OFFSET
 - + THEORETICAL POINT NOT SET

UNPLATTED

CHATEAU LES BOIS
CONDOMINIUMS



THE MEADOWS
NO. 4



VILLAGE SQUARE TOWNHOMES

CURVE TABLE

| CURVE | ARC | DELTA | RADIUS | CHORD LENGTH | CHORD BEARINGS | TAN LENGTH |
|-------|--------|------------|--------|--------------|----------------|------------|
| C1 | 100.53 | 90°00'00" | 54.00 | 90.51 | N 45°10'29" E | 64.00 |
| C2 | 39.22 | 41°37'00" | 54.00 | 36.37 | S 68°00'37" E | 20.52 |
| C3 | 30.98 | 69°37'44" | 25.00 | 28.55 | S 54°00'39" E | 17.38 |
| C4 | 34.56 | 180°00'00" | 11.00 | 22.00 | N 1°10'29" E | |
| C5 | 125.66 | 180°00'00" | 40.00 | 80.00 | N 1°10'29" E | |
| C6 | 47.12 | 90°00'00" | 30.00 | 42.43 | S 43°49'31" E | 30.00 |
| C7 | 47.12 | 90°00'00" | 30.00 | 42.43 | S 46°10'29" W | 30.00 |
| C8 | 26.40 | 28°00'36" | 54.00 | 26.14 | S 33°12'05" E | 13.47 |

COMMON AREAS:

- | | |
|---|---|
| LOT NO. 1, 8, 15, 22, 29, 36 & 40 38 39 41 42 | DESCRIPTION LANDSCAPING, UTILITIES AND DRAINAGE. PRIVATE STREET, UTILITIES AND DRAINAGE. LANDSCAPING, UTILITIES, DRAINAGE, PARKING AND PARKING STRUCTURES. RECREATION BUILDING AND PARKING. SWIMMING POOL. CTM 90-924 |
|---|---|

C.P.B.F. INSTRUMENT NO 9013195

W. FREEMONT STREET

STRATFORD SUBDIVISION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4, SECTION 7, T. 3 N., R. 2 E., B.M., ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 6 AND 7, T. 3 N., R. 2 E., B.M.; THENCE
 N. 88°53'59" W. ALONG THE LINE COMMON TO SAID SECTIONS 6 AND 7 A DISTANCE OF 674.47 FEET TO A
 POINT ON THE CENTERLINE OF N. ALLUMBAUGH STREET EXTENDED; THENCE
 S. 0°10'02" W. ALONG SAID CENTERLINE A DISTANCE OF 1666.38 FEET; THENCE
 S. 90°00'00" W. A DISTANCE OF 24.78 FEET TO THE REAL POINT OF BEGINNING; THENCE
 S. 0°14'40" W. ALONG THE WESTERLY RIGHT-OF-WAY OF N. ALLUMBAUGH STREET A DISTANCE OF 334.12 FEET
 TO THE NORTH LINE OF VILLAGE SQUARE TOWNHOMES, AS FILED FOR RECORD IN BOOK 48 OF PLATS AT PAGE 3932,
 RECORDS OF ADA COUNTY; THENCE
 N. 88°49'31" W. ALONG SAID LINE A DISTANCE OF 659.90 FEET; THENCE DEPARTING SAID LINE
 N. 0°39'27" E. A DISTANCE OF 333.26 FEET; THENCE
 S. 88°53'56" E. A DISTANCE OF 657.48 FEET TO THE REAL POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.04 ACRES MORE OR LESS.

Subject to easements of record or of use.

That it is the intention of the undersigned to and they do hereby include said land in this plat. The easements indicated on said plat are not dedicated to the public, but the right to use said easements is hereby perpetually reserved for public utilities and for such other uses as designated hereon and no structures other than for such utility purposes are to be erected within the limits of said easements.

SUMMERFIELD, INC.

Richard S. Brown
 Richard S. Brown, President

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss
 COUNTY OF ADA)

ON THIS 3rd day of MAY, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard S. Brown, known or identified to me to be the President of Summerfield, Inc., an Idaho Corporation, the Corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

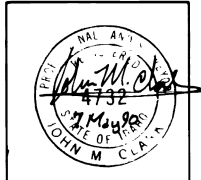
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the this certificate first above written.



Scott T. Oult
 Notary Public for Idaho
 Residing at Boise, Idaho
 My Commission Expires: 17 Nov. 1992

CERTIFICATE OF SURVEYOR:

This is to certify that I, John M. Clark, a Registered Land Surveyor, supervised the survey of the land as described in the Certificate of Owners and that this plat is a true and correct representation of said survey as made and staked on said land and designated herein as STRATFORD SUBDIVISION and was done in accordance with the laws of the State of Idaho relating to Plats and Surveys.



CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the county recorder or his agent, listing the conditions of approval.

Date: 2/6/90

Thomas E. Belmont
 HEALTH OFFICER

A.C.H.D. COMMISSIONER'S ACCEPTANCE

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 10th day of May, 1990.



COMMISSION CHAIRPERSON

CITY ENGINEER'S APPROVAL

The undersigned hereby certifies that the property described in this plat lies within the city limits of Boise, Idaho, and that this plat has been examined by the undersigned and is approved.



CITY ENGINEER

CITY ACCEPTANCE

I, the undersigned, City Clerk in and for the City of Boise, Ada County, Idaho, do hereby certify that at a regular meeting of the Boise City Council held on the 10th day of June, 1990, this plat was duly accepted and approved.



CERTIFICATE OF COUNTY ENGINEER

This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho relating thereto.

ADA COUNTY ASSESSORS OFFICE

By Heidi E. Paulson
 9-27-90

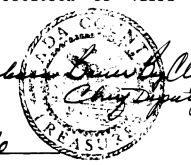


COUNTY ENGINEER

CERTIFICATE OF COUNTY TREASURER

This is to certify that the undersigned, per the requirements of I.C. 50-1308, does hereby certify that any and all current and/or delinquent county property taxes for the property have been paid in full; this certification is valid for the next thirty (30) days only.

Date: Sept 26 1990 Boise County Clerk/Deputy
Christy Deputy Treasurer



COUNTY TREASURER

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NUMBER: 9052486

This is to certify that the foregoing plat was filed for record in the Office of the Recorder of Ada County, Idaho, this 27th day of September, 1990, at 8:55 AM at the request of C.T.M. Engineering and duly recorded in Plat Book No. 58 at Pages 5459 and 5460

Deputy John Bostida Ex-Officio Recorder: John Bostida

\$ 11.00

DECLARATION OF COVENANTS, CONDITIONS
& RESTRICTIONS

OF

STRATFORD SUBDIVISION

DECLARANT: SUMMERFIELD, INC.,
an Idaho corporation

9052871

ADA COUNTY, IDAHO
FOR FIRST AMERICAN TITLE CO.

'90 SEP 28 AM 11 54
JOHN S. [unclear] RECORDER
BY [Signature]

51⁰⁰

Dated: as of September 27, 1990.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
STRATFORD SUBDIVISION

THIS DECLARATION, Made on the date hereinafter set forth by SUMMERFIELD, INC., an Idaho Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Boise, Ada County, Idaho, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant deems it desirable for the preservation and enhancement of property values and the desirability and attractiveness of the Stratford Subdivision to create a development of planned land use, quality design and construction for the Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Section 1.7 "Member" shall mean and refer to every person or entity who hold membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easement of Enjoyment. Every Owner shall have the 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:

2.1-1 The right of the Association to suspend the voting rights and right to use of the recreation facilities by an Owner for any period during which an assessment against the lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

2.1-2 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 purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Members having two-thirds (2/3) of the total votes has been recorded. Notwithstanding the foregoing, for so long as the Declarant shall have voting rights of at least twenty-five percent (25%) of the outstanding votes in the Sub-division, then any dedication to any public agency, authority or utility of the Common Area can be made by Declarant requiring such dedication by the Association without the foregoing two-thirds (2/3) vote.

2.1-3 The exclusive right of the Owners of Lots to the use of driveways, sidewalks and utility lines and facilities which are installed and constructed by Declarant to serve one or more individual Lots, which right and easement shall be appurtenant to and shall pass with the title to the Lot or Lots which such

ARTICLE I
DEFINITIONS

Section 1.1 "Association" shall mean and refer to CASCADE OWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns. The Association cannot be dissolved without the consent of the City of Boise.

Section 1.2 "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 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

Section 1.4 "Common Area" shall mean all property and any improvements thereto owned by the Association for common use and enjoyment of all the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit "B" attached hereto and incorporated herein by reference.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Lots of the Stratford Subdivision are depicted in the plat of the Subdivision which is attached hereto as Exhibit "C."

Section 1.6 "Declarant" shall mean and refer to Summerfield, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

driveways, sidewalks, lines and facilities have been constructed by Declarant to serve, and which right and agreement is subject to the right and obligation of the Association to maintain such driveways, sidewalks, lines and facilities in accordance with this Declaration.

Section 2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family residing in the Member's residence located on a Lot, his tenants or contract purchasers who reside on the Property.

Section 2.3 Parking. Each Owner of a Lot in the Subdivision and such Owner's invitees and guests shall park only in the parking spaces in front of each Owner's individual garage area and other public parking areas and shall not have any right to park in the driveway or in front of the garage of any other Lot Owner's residence.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot with is subject to assessment.

Section 3.2 The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall all be Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned, except as to Lot 37 upon which there is situate a 43-unit apartment complex owned by Declarant. Declarant shall have one (1) vote for each of the described rental units, totaling forty-

three (43) votes, subject, however, to such votes being multiplied by four as Class B votes until terminated as provided in the next paragraph. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any such Lot, except for the apartment complex lot.

Class B: Class B Member(s) shall be the Declarant who shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) On December 31, 1992.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creating of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, its deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made pursuant to these Covenants. Each such assessment, together with interest at 13% per

annum, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but any lien recorded by the Association shall survive any reconveyance of title to the Lot by a Member.

Section 4.2 Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area including the payment of all taxes and assessments assessed to the Common Area.

Section 4.3 Maximum Assessment. Until six (6) months following the conveyance of the first Lot to an Owner, the monthly assessment shall be \$55.00 per Lot, except for Class B membership referred to in Section 4.6. From and after such six month date, the maximum monthly assessment may be increased or decreased by a vote of the Board of Directors.

Section 4.4 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for Any Action Authorize Under Section 4.4. Written notice of any meeting called for this purpose of taking any action authorized under Section 4.4 shall be sent to

all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of the total votes 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 ($\frac{1}{2}$) 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 4.6 Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other basis selected by the Board of Directors, except that the maximum monthly assessment for the Lots for which the Class B membership status shall be \$1.00. After December 31, 1992, all Lots will be assessed at a uniform rate.

Section 4.7 Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the first day of the month immediately following the conveyance of the first Lot to an Owner. The Board of Directors shall fix the amount of assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of thirteen percent (13%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same

or foreclose the lien against the property and the party liable for the assessment shall pay all of the Association's costs and attorneys's fees incurred in such actions or any appeal thereof. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.9 Subordination of the 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 on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

Section 5.1 In addition to the maintenance upon the Common Area, including driveways, sidewalks, pool, jacuzzi, recreational area, and utility lines and facilities intended for use by individual Lot owners, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, exterior lighting, downspouts, exterior building surfaces, trees, shrubs, grass, walks, snow removal and other exterior improvements. Such exterior maintenance shall not include replacement or repair of glass, windows or doors. None of the foregoing shall be deemed to require the Association to pay for any structural improvements to any residence except as hereinbefore provided. Appropriate fire insurance shall be obtained by each owner of a lot for any building located in the Subdivision owned by such owner for the full insurable value of all such improvements.

Section 5.2 In the event the need for maintenance or repairs is caused through the willful or negligent act of the Owner, his

family or guests or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject or, alternatively, Owner shall be required to pay such maintenance or repair cost himself.

Section 5.3 No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any residential area without the written consent of the Architectural Committee. The construction of separate principal buildings on any lot in the subdivision is hereby prohibited.

Section 5.4 It shall be the obligation of the Association to maintain and repair the Common Area roadway, private streets and parking lot as depicted on the plat of the Property.

Section 5.5 The forty-three (43) unit apartment complex located in the Subdivision as one lot is owned by Declarant and the occupants of the rental complex shall be and are hereby entitled to make use of the pool, jacuzzi and recreational area owned by the Association, with rights equal to all other Owners in the Subdivision.

Section 5.6 All utility service to each Lot shall be maintained, repaired and paid for by each Lot Owner and not the Association including, but not limited to, water, sewer, trash removal, electricity and cable TV service.

ARTICLE VI

BUILDING RESTRICTIONS

Section 6.1 No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incident to a single family residence.

Section 6.2 No structure or above ground improvement shall be permitted on any Lot which are detached or separated from the principal structure unless approved by the Architectural Committee.

Section 6.3 No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any Lot within the Subdivision.

Section 6.4 Pedestrian walkways designed in accordance with these covenants shall be restricted to use by pedestrians only.

Section 6.5 No house, garage, outbuildings, dogruns, fences or other structure shall be built, erected, placed or materially altered or materially repaired including, without limitation, altering a garage into a living area, altering the surface colors or textures of any building until the plan and specifications and plot plan have been reviewed by the Architectural Committee and the same has been approved in writing conditionally or otherwise. The review and approval shall include, without being restricted to, topography, finish, ground elevations, landscaping, drainage, color, material, design, artistic conformity to the terrain and other residences in the Subdivision and architectural symmetry.

The Architectural Committee shall be composed of two (2) or more representatives appointed by the Board. The initial Committee shall be Richard S. Brown and Marjorie C. Brown. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after the complete 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 by the applicant.

Section 6.6 Declarant reserves the right to construct residences and other improvements upon any residential Lot building site in the Subdivision, and to offer the Lots together with the completed residences and structures thereon for sale to individuals without compliance with the requirements of this Article.

ARTICLE VII

PARTY WALLS

Section 7.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and 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 7.2 Sharing of Repair & Maintenance. The cost of reasonable repair and maintenance of a party wall will be shared by the Owners who make use of the wall in proportion to such use.

Section 7.3 Destruction by Fire of 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 with prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4 Weatherproofing. Notwithstanding any other provision 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 entire cost of furnishing the necessary protection against such elements.

Section 7.5 Right to Contribution Runs With the 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 the Owner's successors in title.

Section 7.6 Easement for Encroachments. Each Lot and the property included in the Common Area shall be subject to an easement for encroachment created by initial construction of dwelling units on adjoining Lots, including minor foundation settling and overhang encroachments. For all buildings constructed by Declarant, an easement for these encroachments and for the maintenance of the same, so long as such encroachments stand, is hereby created and consented to by all Lot Owners. In the event that any structure containing two or more townhouses is partially or totally destroyed and then rebuilt, the Owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse unit or Common Area's, due to construction approved by the Architectural Committee, shall be permitted and that a valid easement for these encroachments and the maintenance thereof shall exist.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or 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.

Section 8.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall remain in full force and effect.

Section 8.3 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 successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 8.4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the total Members, except as to the Reserved Parcel, which shall not be bound by the vote requirement of this Section. Declarant shall have the right in its absolute discretion to add additional lands to the Properties.

Section 8.5 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, dogrun or other outbuilding shall be used on any Lot anytime as a residence either temporarily or permanently.

Section 8.6 Fences & Hedges. No fence, hedge or boundary wall situated anywhere upon any building site shall be constructed except upon approval of the Architectural Committee as provided in these covenants. In the event the Committee approves of any fence, hedge or boundary, the improvement shall be constructed and maintained at the sole expense of the Lot Owner.

Section 8.7 Noxious Use of Property; Spite Fences. No portion of the real property or of a building site shall be sued for the conduct of any business or professional activities or for the conduct of any trade or business; and no noxious or undesirable act, or undesirable use of any portion of the real property shall be permitted or maintained. The Declarant, so long as it shall retain a twenty-five percent (25%) membership representation, or the Association, shall have the right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Owners and the successors in their interests.

Section 8.8 Billboards, Signs. No signs or billboards of any kind shall be erected, painted or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Declarant. The Declarant reserves the right to display signs during the period the Declarant or its authorized agent is selling building sites or completed dwellings.

Section 8.10 Livestock & Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose in accordance with the limitations as to the number of pets as provided in these covenants.

Section 8.11 Restrictions on Animals. No animals, birds, insects or livestock shall be kept on any property within a Lot or the Subdivision except domesticated dogs, cats or other household pets, not including horses or other like large animals, which do not reasonably bother or constitute a nuisance to others and on such portions of the Common Areas, road or other public ways or easements as may be designated or permitted for such use from time to time by the Declarant or the Association. No dogs or cats in excess of two shall be kept by any residential household in the Subdivision. Any violation of Section 8 by an Owner or an Owner's invitees, guests or tenants or if any pet maintained on the property excessively barks or otherwise makes continuous distracting or loud noises shall be in violation of these Covenants and the Association shall have the right in its unilateral discretion through the Board of Directors to assess a \$50.00 per day special assessment against such Owner until the condition is corrected. The fine provided for by these Covenants shall be collected in the same manner as the assessments previously described.

Section 8.12 Restriction on Dumping. No part of the property shall be used or maintained as a dumping round for rubbish, trash,

garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary container.

Section 8.13 Restriction on Parking. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or other unsightly vehicles shall not be allowed on any part of the property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except as approved in writing by the Architectural Committee.

Section 8.14 Dissolution of the Association. The Association cannot be dissolved unless the City of Boise consents to such dissolution.

ARTICLE IX

FUTURE PARCEL

Declarant reserves the right in its unfettered discretion from time to time to make all or any portion of the real property described in Exhibit "C" attached hereto and made a part hereof, which is designated as a Lot in the Stratford Subdivision, into forty-three (43) individual lots of the Stratford Subdivision thereby entitling each Owner of a Lot therein to be a Member of the Cascade Owners Association, Inc. Upon all or any part of such parcel becoming part of the Stratford Subdivision by individual lots, each residential lot therein shall be bound by these Covenants. Each Owner of such a lot shall be a voting member of the Association with one (1) vote per lot as provided herein and shall pay regular and special assessments in the same manner as other

Members of the Association. Declarant shall have the same voting rights and privileges as set forth in these Covenants as a Class B Member. Nothing herein shall obligate Declarant to make any part or portion of such parcel into individual lots or require any Owner thereof to become a Member of the Association until so designated by Declarant in its absolute discretion and on such terms as it may require. Owner hereby reserves the right to amend these Declaration of Covenants, Conditions & Restrictions in such manner as is deemed appropriate by it in its unfettered discretion to subdivide the property designated as the apartment complex for the purpose of making each one of the units an individual lot within the Subdivision and to amend these Covenants otherwise as may be reasonably necessary in order to effectuate the purposes as herein set forth in this Article.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of September, 1990.

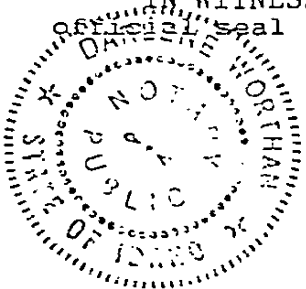
SUMMERFIELD, INC.

By [Signature]
Its PRESIDENT

STATE OF IDAHO)
) ss
County of Ada)

On this 29th day of SEPTEMBER, 1990, before me, the undersigned, personally appeared RICHARD S. BEAUM, known or identified to me to be the PRESIDENT of SUMMERFIELD, INC., the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

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



[Signature]
Notary Public
Residing at: Boise
Comm. Expires: 9/30/93



107045216

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

PREECE LANE TOWNHOMES

THIS DECLARATION, Made on the date hereinafter set forth by TRUAX Co, an Idaho Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

Whereas, Declarant deems it desirable for the preservation and enhancement of the property values and the desirability and attractiveness of the Preece Lane Townhomes to create a development of planned land use, quality design and construction for the Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Preece Lane Homeowners Association, a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns. The Association cannot be dissolved without the consent of the City of Boise.

Section 1.2 "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 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and such additions hereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

Section 1.4 "Common Area" shall mean all property and any improvements thereto owned by the Association for common use and enjoyment of all the Owner. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit "B" attached hereto and incorporated herein by reference.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Lots of the Preece Lane Townhomes are depicted in the plat of Subdivision which is attached hereto as Exhibit "C".

Section 1.6 "Declarant" shall mean and refer to Truax Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 1.7 "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easement of Enjoyment. Every Owner shall have the 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:

2.1-1 The right of the association to suspend the voting rights and right to use the recreation facilities by an Owner for any period during which an assessment against the lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

2.1-2 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 purpose and subject to such conditions as maybe agreed to by the Members. No such dedications or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Members having two-thirds (2/3) of the total votes has been recorded. Notwithstanding the foregoing, for twenty-five percent (25%) of the outstanding votes in the Subdivision, then any dedication to any public agency, authority or utility of the Common Area can be made by Declarant requiring such dedication by the Association without the foregoing two-thirds (2/3) vote.

2.1-3 The exclusive right of the Owners of Lots to use of driveways, sidewalks and utility lines and facilities which are installed and constructed by Declarant to serve one or more individual Lots, which right and easement shall be appurtenant to and shall pass with the title to the Lot or Lots which such driveways, sidewalks, lines and facilities have been constructed by Declarant to serve, and which right and agreement is subject to the right and obligation of the Association to maintain such driveways, sidewalks, lines and facilities in accordance with this Declarant.

Section 2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family residing in the Member's residence located on a Lot, his tenants or contract purchasers who reside on the Property.

Section 2.3 Parking. Each Owner of a lot in the Subdivision and such Owner's invitees and guests shall park only in the parking spaces in front of each Owner's individual garage area and other public parking areas and shall not have any right to park in the driveway or in front of the garage of any other Lot Owner's residence.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS AND ANNUAL MEETING

Section 3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 The Association shall have one class of voting Membership:
Class A: Class A Members shall all be Owners with one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such person shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Section 3.3 Place of Annual Meeting. Meeting of the members of the Association shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

Section 3.4 Annual Meetings. The annual meeting of the Association shall be held in the first quarter of each year, on a date fixed by the Board. At such annual meeting, there shall be a financial report, if applicable, the Owners shall elect members to the Board or fill vacancies therein, and such other business shall be transacted as may properly come before the meeting.

Section 3.5 Special Meetings. It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Owners having one-third (1/3) of the votes of the membership. A meeting called at the request of the members shall be held at such time as the president may fix, which time shall not be less than fifteen (15) or more than thirty (30) days after the receipt of the written request therefore.

Section 3.6 Notice of Meeting. It shall be the duty of the secretary to give notice of each annual and special meeting, stating the purpose thereof and the time and place where it is to be held, each member of the association and to each mortgagee that have requested notice. Notice shall be given at least ten (10) days before annual meetings and at least ten (10) days before special meetings. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by such member of timely and adequate notice unless such member expressly challenges the notice when the meeting begins.

Section 3.7 Quorum. The presence in person or by proxy of members of the Association holding twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum for the transaction of business at any meeting of members of the Association.

Section 3.8 Proxies. Any Lot Owner may vote by proxy. Proxies shall be in writing, signed by the owner and filed with the Board. Proxies may be revoked at any time by written notice to the Board. Any designation of proxy may be signed by all Owners of a Lot; but when husband and wife are Owners, the proxy needs to be signed by only one spouse unless the other spouse notified the Board not to accept the proxy.

Section 3.9 Majority Vote. Except as otherwise provided by statute, by the Declaration, or by the Bylaws, passage of any matter submitted to vote at a meeting where a quorum is in attendance shall require the affirmative vote of at least fifty-one percent (51%) of the votes of the membership.

Section 3.10 Order of Business. The order of business at meetings of the Association shall be as follows unless dispensed with by motion;

(A) Roll call; (B) Proof of notice of meeting or waiver of notice;

(C) Minutes of preceding meeting; (D) Reports of officers;

(E) Reports of committees; (F) Election of directors (annual meeting or special meeting called for such purpose.

(G) Unfinished business; (H) New business; (I) Adjournment.

Section 3.11 Parliamentary Authority. In the event of dispute, the parliamentary authority for the meeting shall be the most current available edition of Robert's Rules of Order.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of three (3) directors, who shall be elected by ballot from the members of the Association. The members of the Association at any annual meeting may change the number of directors retroactively by amending this provision, but shall not reduce the number below three (3) or in such manner to deny any incumbent director (unless removed for cause) a full term of office.

Section 4.2 Powers and Duties. The Board shall have the powers and duties provide for in the Idaho Non-Profit Corporation Act and in this Declaration, and all other power necessary for the Administration of the affairs of the Association, and may do all such acts and things as are not prohibited by statute or by this Declaration required to be done in another manner.

Section 4.3 Election and Term of Office. The initial directors named in the Articles shall serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Thereafter, the term of office for directors shall begin on the first day of the calendar month following the date of the adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for three (3) years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting, one-third (1/3) of the number of directors (or the whole number nearest to one-third) shall be elected for one (1) year, the same number shall be elected for two (2) years, and the remainder shall be elected for three (3) years.

Section 4.4 Vacancies. Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association to serve the balance of the unexpired term.

Section 4.5 Removal of Directors. At any regular or special meeting, any one or more of the directors may be removed with or without cause by the Owners and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 4.6 Compensation. No compensation shall be paid to directors for their services as directors.

Section 4.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days before the day fixed for the meeting.

Section 4.8 Special Meetings. Special meetings of the Board may be called by the president on three (3) days notice to each director, given personally or by mail, telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called either by the president or the secretary in like manner and on like notice on written request of any two (2) directors.

Section 4.9 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by such director of timely and adequate notice unless such director expressly challenges the notice when the meeting begins.

Section 4.10 Open Meeting. Any Owner may attend any meeting of the Board, but shall not be entitled to participate.

ARTICLE V

OFFICERS

Section 5.1 Designation. The principal officers of the Association shall be a president, a vice president, and a secretary/treasurer, all whom shall be elected by the Board. The directors may appoint such other officers as in their judgment may be necessary or desirable. Two or more offices may be hold by the same person, except that a person may not hold offices of president and secretary simultaneously.

Section 5.2 Election of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be elected at any such meeting.

Section 5.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meetings.

Section 5.4 President. The president shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the Association and of the Board and shall have all the powers and duties usually vested in the office of the president.

Section 5.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 5.6 Secretary/Treasurer. The secretary/treasurer shall keep the minutes of all meetings of the Board and of the Association, and shall have custody of the business records of the Board and the Association; and also shall have responsibility of the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall also perform such other duties as may be prescribed by the Board.

Section 5.7 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, this Declaration and the Bylaws.

Section 5.8 Compensation. No compensation shall be paid to officers for their services as officers.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creating of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

- I) Regular annual or other regular periodic assessments or charges;

and

- ii) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time, as hereinafter provided.

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

Section 6.2 Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area in including the payment of all taxes and assessments assessed to the Common Area. The Common Area to include lots 15, 22, 29, and 36 of Block 1 of Stratford Subdivision.

Section 6.3 Maximum Assessment. Until six (6) months following the conveyance of the first Lot to an Owner, the monthly assessment shall be \$40.00 per Lot. From and after such date, the Maximum monthly assessment may be increased or decreased by the vote of the association members.

Section 6.4 Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of total votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.5 Notice of Quorum for Any Action Authorized under Section 6.4. Written notice of any meeting called for this purpose of taking any action authorized under Section 6.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) day in advance of the meeting. At any such meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of the total votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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 6.6 Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other basis selected by the Board of Directors.

Section 6.7 Date of Commencement of Assessments: Due Dates. The Assessments provided for herein shall commence on the first day of the month immediately following the conveyance of the first Lot to an Owner. The Association Members shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of thirteen percent (13%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and the party liable for the assessment shall pay all of the Association's cost and attorney's fees incurred in such actions or any appeal thereof. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.9 Subordination of the 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 on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 7.1 In addition to the maintenance upon the Common Area and utility lines and facilities intended for use by individual Lot owners, the association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, exterior lighting, downspouts, exterior building surfaces, trees, shrubs, grass, Common Area watering and maintenance, and

other exterior improvements. Such exterior maintenance shall not include replacement or repair of glass, windows or doors. None of the foregoing shall be deemed to require the Association to pay for any structural improvements to any residence except as hereinbefore provided. Appropriate fire insurance shall be obtained by each Owner of a Lot for any building located in the Subdivision owned by such Owner for the full insurable value of all such improvements.

Section 7.2 In the event the need for maintenance or repairs is caused through the willful or negligent act of the Owner, his family or guests or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject or, alternatively, owner shall be required to pay such maintenance or repair cost himself.

Section 7.3 No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area or in any residential area without the written consent of the Association Board. The construction of separate principal buildings on any lot in the Subdivision is hereby prohibited.

Section 7.4 It shall be the obligation of the Association to maintain and repair the Common Area.

Section 7.5 All utility service to each Lot shall be maintained, repaired and paid for by each Lot Owner and not the Association including, but not limited to water, sewer, trash removal, electricity and cable TV service.

ARTICLE VIII

BUILDING RESTRICTIONS

Section 8.1 No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incident to a single family residence.

Section 8.2 No structure or above ground improvement shall be permitted on any Lot which are detached or separated from the principal structure unless approved by the Association Board.

Section 8.3 No house trailer, tent, shack, unattached garage, barn or other outbuilding or structure shall be erected or placed on any Lot within the Subdivision.

Section 8.4 No house, garage, outbuildings, dog runs, fences or other structure shall be build, erected, placed or materially altered or materially repaired including,

without limitation, altering a garage into a living area, altering the surface colors or textures of any building until the plan and specifications and plot plan have been reviewed by the Association Board and the same has been approved in writing conditionally or otherwise. The review and approval shall include, without being restricted to, topography, finish, ground elevations, landscaping, drainage, color, material, design, artistic conformity to the terrain and other residences in the Subdivision and architectural symmetry.

ARTICLE IX

PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and 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 9.2 Sharing of Repair & Maintenance. The cost of reasonable repair and maintenance of a party wall will be shared by the Owners who make use of the wall in proportion to such use.

Section 9.3 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 Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use with prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 9.4 Weatherproofing. Notwithstanding any other provision 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 entire cost of furnishing the necessary protection against such elements.

Section 9.5 Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under the Article shall be appurtenant to the land and shall pass to the Owner's successors in title.

Section 9.6 Easement for Encroachments. Each Lot and the property included in the Common Area shall be subject to an easement for encroachment created by initial construction of dwelling units on adjoining Lots, including minor foundation settling and overhand encroachments. In the event that any structure containing two or more

townhouses is partially or totally destroyed and then rebuilt, the Owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse unit or Common Area's, due to construction approved by the Association Board, shall be permitted and that a valid easement for these encroachments and the maintenance thereof shall exist.

ARTICLE X

INSURANCE AND BOND

The Association will obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

Section 10.1 Comprehensive Liability Insurance. The Association shall have comprehensive public liability insurance insuring the Board, the Association 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 or other property owned or managed by the Association. Limits of liability of such coverage shall be as follows: Not less than Five Hundred Thousand Dollars (\$500,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence with respect to personal injury or death, and property damage.

Section 10.2 Other Insurance and/or Bonds. The Association shall maintain such other insurance including Worker'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 functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 10.3 The Association shall be deemed trustee of the interest of all Members of the Association 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.

Section 10.4 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

Section 10.5 Homeowner Fire and Liability Insurance. Each Owner shall individually carry Fire and Liability insurance coverage for their Unit. Section 7.1.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Enforcement. The Association, or any Owner, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or 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 thereafter.

Section 11.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not affect the validity or enforceability of any other provision herein.

Section 11.3 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 successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 11.4 Temporary Structures. No structures of any temporary character, trailer, basement, tent, shack, garage, barn, dog run or other outbuilding shall be used on any Lot anytime as a residence wither temporarily or permanently.

Section 11.5 Fences & Hedges. No fence, hedge or boundary wall situated anywhere upon any building site shall be constructed except upon approval of the Association Board as provide in these covenants. In the event the Committee approves of any fence, hedge or boundary, the improvement shall be constructed and maintained at the sole expense of the Lot Owner.

Section 11.6 Noxious Use of Property; Spite Fences. No portion of the real property or of a building site shall be used for the conduct of any business or professional activities or for the conduct of any trade or business; and no noxious or undesirable act or undesirable use of any portion of the real property shall be permitted or maintained. The Association shall have the right to determination whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Owners and the successors in their interests.

Section 11.7 Billboards, Signs. No signs or billboards of any kind shall be erected, painting or displayed upon any of the real property. The names of resident owners of building sites may be displayed on a name and address plaque or sign if approval thereof is first obtained from the Association.

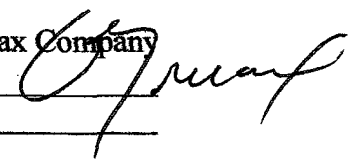
Section 11.8 Livestock & Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose in accordance with the limitations as to the number of pets provided in these covenants.

Section 11.9 Restrictions of Animals. No animals, birds, insects or livestock shall be kept on any property within a Lot or the Subdivisions except domesticated dogs, cats or other household pets, not including horse or other like large animals, which do not reasonably bother or constitute a nuisance to others and on such portions of the Common Areas, road or other public ways or easements as may be designated or permitted for such use from time to time by the Declarant or the Association. No more than two (2) dogs and no more than two (2) cats shall be kept by any residential household in the Subdivision. Any violations of Section 9 by an Owner or an Owner's invitees, guests or tenants or if any pet maintained on the property excessively barks or otherwise make continuous distracting or loud noises shall be in violation of these Covenants and the Association shall have the right in its unilateral through the Board of Directors to assess a \$50.00 per day special assessment against such Owner until the condition is corrected. The fine provided for by these Covenants shall be collected in the same manner as the assessments previously described.

Section 11.10 Restriction on Dumping. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary container.

Section 11.11 Restrictions on Parking. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment or junk cars or other unsightly vehicles shall not be allowed on any part of the property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage. And no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Association Board. All other parking of equipment shall be prohibited except as approved in writing by the Association Board. IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of MARCH, 2007

Truax Company
By _____
Its _____



State of Idaho Ada)
S.S.
County of Ada)

On this 22nd day of March, in the year of 2007, before me,
Jentrey Shackey, a Notary Public in and for said State, personally appeared
Rob Truax known to me to be the person who signed the foregoing
instrument and acknowledged to me that he/she executed the same.

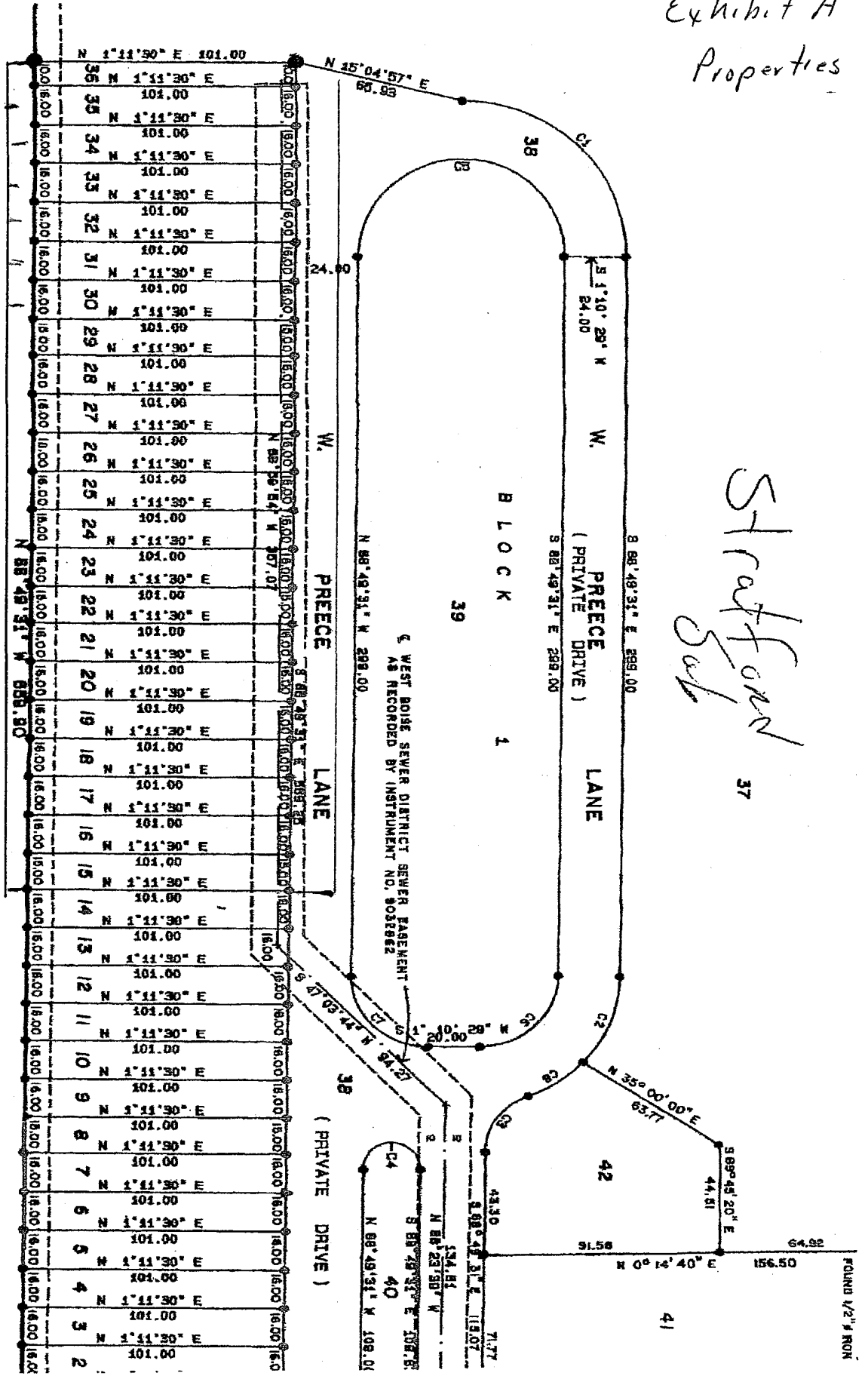
IN WITNESS THEREOF, I have hereunto set my hand and affixed my seal the day
and year first above written.



Jentrey R. Shackey
Notary Public
My Commission Expires on 8/03/12

Exhibit 'A'
Properties

Stratford
Sul 37



VILLAGE SQUARE TOWNHOMES

COMMON AREAS:

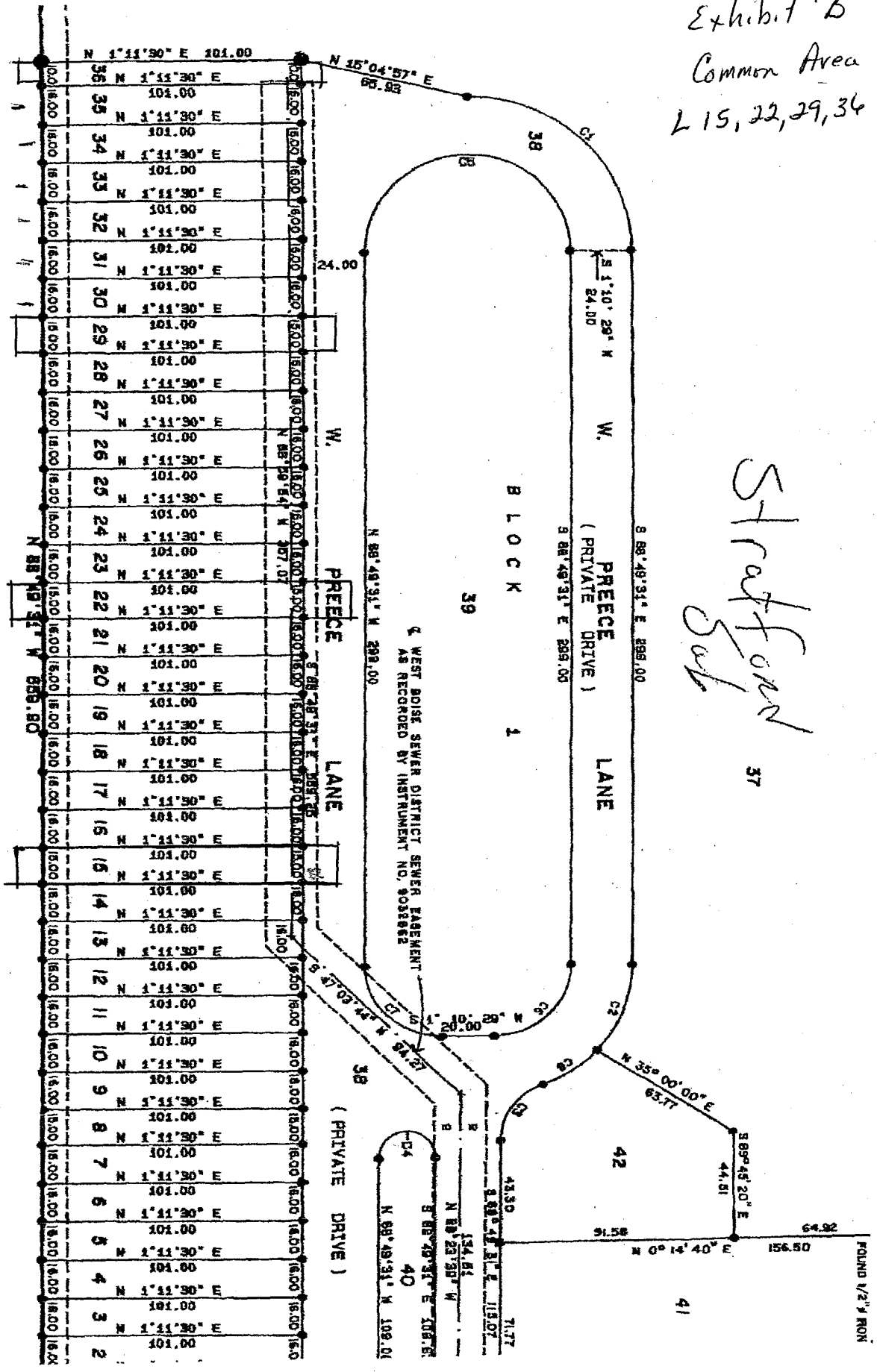
DESCRIPTION

- 1, 8, 15, 22, 29, 38, 40 LANDSCAPING, UTILITIES AND DRAINAGE.
- 38 PRIVATE STREET, UTILITIES AND DRAINAGE.
- 39 LANDSCAPING, UTILITIES, DRAINAGE, PARKING AND PARKING STRUCTURES.
- 41 RECREATION BUILDING AND PARKING.
- 42 SWIMMING POOL.

| RADIUS | CHORD LENGTH | CHORD BEARING | TAN LENGTH |
|--------|--------------|-----------------|------------|
| 64.00 | 90.53 | N 46° 40' 28" E | 64.00 |
| 94.00 | 35.37 | S 68° 00' 37" E | 20.62 |
| 28.00 | 28.95 | S 54° 00' 39" E | 17.38 |
| 11.00 | 22.00 | N 1° 10' 28" E | |
| 40.00 | 80.00 | N 1° 10' 28" E | 30.00 |
| 30.00 | 42.43 | S 48° 10' 29" N | 30.00 |
| 90.00 | 42.43 | S 53° 12' 08" E | 3.47 |
| 64.00 | 26.14 | S 53° 12' 08" E | |

Exhibit 'B'
Common Area
L 15, 22, 29, 36

Stratford
Sub 37



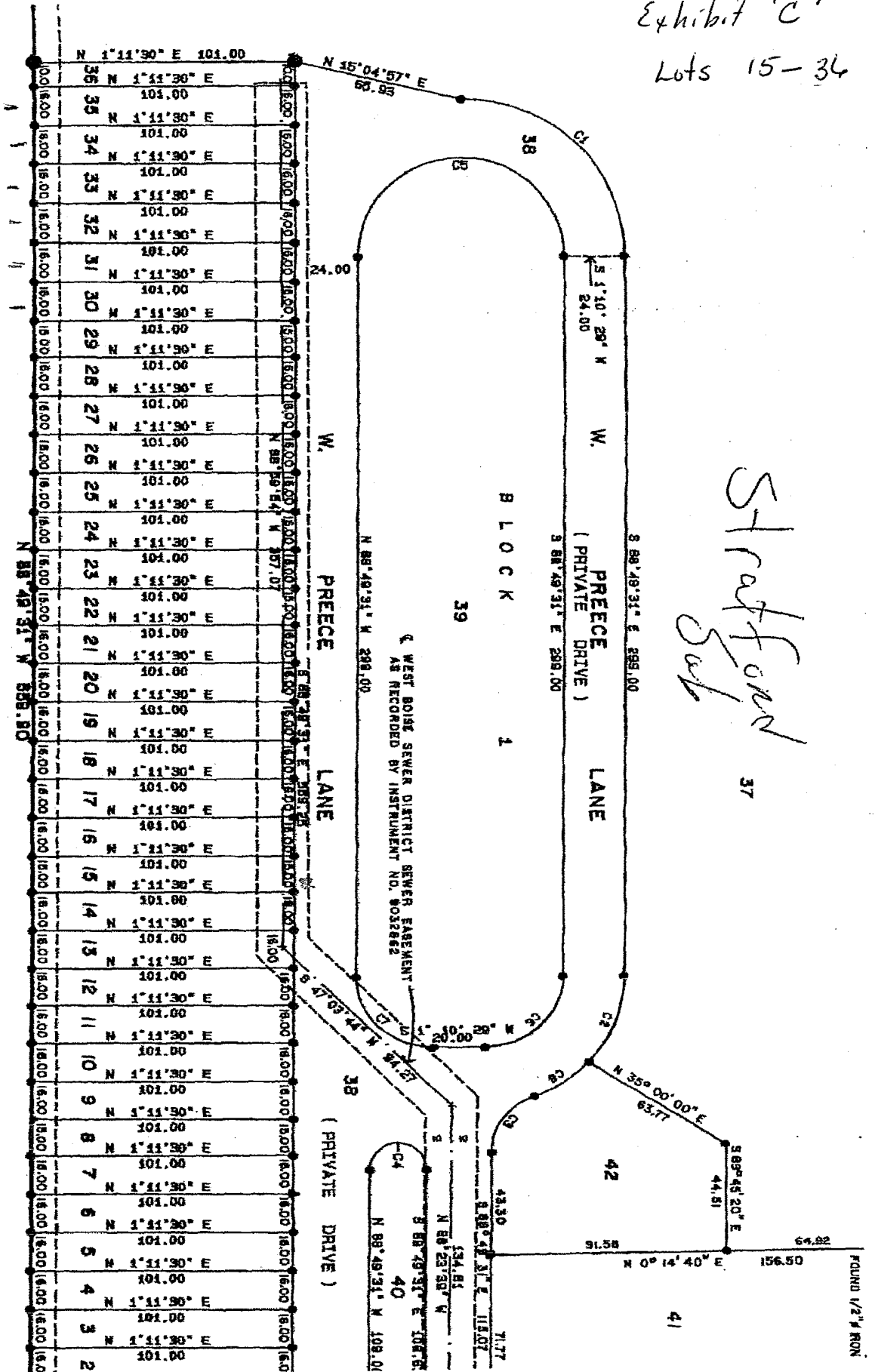
| RADIUS | CHORD LENGTH | CHORD BEARING | TAN LENGTH |
|--------|--------------|-----------------|------------|
| 54.00 | 90.81 | N 48° 10' 28" E | 54.00 |
| 54.00 | 38.37 | S 68° 00' 37" E | 20.62 |
| 54.00 | 28.85 | S 84° 00' 39" E | 17.38 |
| 11.00 | 22.00 | N 1° 10' 28" E | 30.00 |
| 40.00 | 80.00 | N 1° 10' 28" E | 30.00 |
| 30.00 | 42.43 | S 43° 48' 31" E | 30.00 |
| 54.00 | 25.14 | S 53° 12' 05" E | 13.47 |

| LOT NO. | DESCRIPTION |
|--------------------------|---|
| 1, 6, 15, 22, 29, 38, 40 | LANDSCAPING, UTILITIES AND DRAINAGE. |
| 38 | PRIVATE STREET, UTILITIES AND DRAINAGE. |
| 39 | LANDSCAPING, UTILITIES, DRAINAGE, PARKING AND PARKING STRUCTURES. |
| 41 | RECREATION BUILDING AND PARKING. |
| 42 | SWIMMING POOL. |
| | CTM 90-924 |

FOUND 1/2" ROUN

Exhibit 'C'
Lots 15-34

Stratford
Sud



| RADIUS | CHORD LENGTH | CHORD BEARING | TAN LENGTH |
|--------|--------------|-----------------|------------|
| 64.00 | 90.53 | N 45° 10' 28" E | 54.00 |
| 64.00 | 38.37 | S 88° 00' 37" E | 20.82 |
| 66.00 | 28.05 | S 54° 00' 35" E | 17.38 |
| 66.00 | 22.00 | N 1° 10' 28" E | |
| 40.00 | 80.00 | N 1° 10' 28" E | 30.00 |
| 30.00 | 42.43 | S 43° 48' 31" E | 30.00 |
| 30.00 | 42.43 | S 43° 48' 31" E | 30.00 |
| 64.00 | 26.14 | S 35° 12' 05" E | 15.47 |

COMMON AREAS:

- LOT NO. 1, 8, 15, 22, 29, 36, 40
- LANDSCAPING, UTILITIES AND DRAINAGE.
- PRIVATE STREET, UTILITIES AND DRAINAGE.
- LANDSCAPING, UTILITIES, DRAINAGE, PARKING AND PARKING STRUCTURES.
- RECREATION BUILDING AND PARKING.
- SWIMMING POOL.
- CTM 90-924