

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
WHITE BARN OWNERS ASSOCIATION, INC.**

NOW THEREFORE, the Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the WHITE BARN OWNERS ASSOCIATION, INC., A IDAHO NOT-FOR-PROFIT CORPORATION established for the purpose set forth herein.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 3.** "Member". Every owner of the Lot shall be a member of the Association. An Owner of more than one (1) Lot shall be deemed to have a membership for each Lot owned.

**Section 4.** "Property" shall mean and refer to the real property described as SAM'S ESTATES SUBDIVISION, Lots 1 through 6 Block 1 and Lots 1 through 4 Block 2 according to the official plat thereof filed in Book 81 of Plats at Pages 8797 through 8798, records of ADA County, Idaho and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**Section 5.** "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of Property or any part thereof creating single-family home sites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

**Section 6.** "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

**Section 7.** "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

**Section 8.** "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

**Section 9.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for the Association, and any amendments, annexations and supplements thereto made in accordance with its terms.

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**Section 10.** "Architectural Review Committee" shall mean and refer to the committee, its successors or assigns.

**Section 11.** "Association Rules" Those rules and regulation promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association; the imposition of fines, fees and forfeitures for violations of Association Rules and use of Common areas, and procedural matters for use in the conduct of the business of the Association as recorded with the State and/or published by delivering a copy of such to Members by, personal delivery, telephone, fax, telegraph or by mail (electronic or postage prepaid), posting electronically at Association Web Site.

**Section 12.** "Board" The Board of Directors of the Association.

**Section 13.** "Bylaws" The Bylaws of the Association as recorded with the State and/or published by delivering a copy of such to Members by, personal delivery, telephone, fax, telegraph or by mail (electronic or postage prepaid), posting electronically at Association Web Site.

**ARTICLE II**  
**WHITE BARN OWNERS ASSOCIATION, INC.**

**Section 1. Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

**Section 2. Funding.** Subject to the terms of this Article, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special 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 Lot 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 who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

**Section 3. Assessments.**

(a) **Units Owned by Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$100 per month or \$1200 per annum (until such maintenance charge shall be changed in the By-Laws of the Association). for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly or annual installments. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted



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from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform.

(b) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as Sprinkler systems, and private streets and parking areas if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any, caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

(c) Special Assessment for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- (i) Special assessment shall be available for all necessary expenditures of the Association.
- (ii) 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

**Section 4. Non-payment 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 highest non-usurious rate of interest allowed by state law or 18% per annum, whichever is less. The association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay



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the same, of foreclose the lien retained herein against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

**Section 5. Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the lien holder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder and beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the Lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of Liens in favor of such Association in the Official Records of ADA COUNTY, IDAHO.

**Section 6. Voting Rights.** The Association shall have one class of voting membership:

(a) Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or is otherwise in default hereunder or under the By-Laws or Rules and Regulations of the Association and such suspension shall apply to the proxy authority of the Voting Representative, if any.

(c) Architectural Review Committee. Architectural Review Committee shall consist of three (3) board members.

**Section 7. Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized herein shall be given to each Member, by delivering a copy of such notice by, personal delivery, telephone, fax, telegraph or by mail (electronic or postage prepaid) which notice shall state the time, place and purpose of the meeting, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At

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any such meeting called, the presence of members or of proxies or Voting Representatives entitled to cast at least 51% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**ARTICLE III**

**GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 1. Purpose of Maintenance Fund.** The Board, for the benefit of the owners, shall provide and shall pay out of the maintenance fund provided for in Article II above the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Area.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon thirty (30) days prior written notice to the managing party and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or By-Laws or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

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**Section 2. Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-Laws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation and safety of the Subdivision and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

**Section 3. Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

**Section 4. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and



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conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

**ARTICLE IV  
TITLE TO COMMON AREAS**

**Section 1. Association to Hold.** The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established.

**Section 2. Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy parameters shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insured parties, as their interests may be determined.

**Section 3. Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance fund.

**ARTICLE V  
EASEMENTS**

**Section 1. Utility Easements.** The Association hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the members, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television.

**Section 2. Association Easement for Correct Drainage.** The Association hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees, vegetation or other items, without liability for replacement or damages, as may be necessary to provide adequate drainage for any portion of the Property.

**Section 3. Easement for Unintentional Encroachment.** The Association hereby reserves an exclusive easement for the unintentional encroachment by any structures upon the Common Area caused by or resulting from,

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construction, repair, shifting, settlement or movement of any portion of the property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

**Section 4. Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency repairs and to do the work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**Section 5. Drainage Easements.** Easements for the installation and maintenance of utilities, storm water retention / detention ponds, and/or a conservation area are reserved as may be sworn on the recorded plat. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**Section 6. Temporary Completion Easement.** All Lots shall be subject to easement of ingress and egress for the benefit of the Association, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property.

**Section 7. Use Easement/Common Area.** Rear Yard - Where abutting a common area or open space, a ten (10) foot easement will be dedicated to the HOA for use as common area.

**Section 8. Community Trash Dumpster.** The Owners currently share a community trash dumpster located on Lot 6, Block 1. The Owners of Lot 6, Block 1 hereby grants to the other Owners, their respective tenants, contractors, agents and invitees, a non-exclusive easement over and across Lot 6, Block 1 for pedestrian ingress and egress to and from the dumpster thereon.

**ARTICLE VI**  
**USE AND OCCUPANCY**

**Section 1. Use.** All Lots and dwellings shall be used and occupied for single-family residence purposes. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage -sales" conducted with prior written consent of the Association provided that no Owner shall conduct more than two (2) garage sales of no more than two (2) days duration each during any twelve (12) month period.



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**ARTICLE VII**  
**PROPERTY RIGHTS**

**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement 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 establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of 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, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association.

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

**Section 2. Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

**Section 3. Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association, which may be withheld at Associations sole discretion. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

**ARTICLE VIII**  
**USE RESTRICTIONS**

**Section 1. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

**Section 2. Development Activity.** Notwithstanding any other provision herein, Owner's and successors and assigns shall be entitled to conduct on the property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

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**Section 3. Temporary Structures.** No structures of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 4. Signs and Picketing.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) professional sign not exceeding 2' x 3' with the company name and phone number in front of the building, and one (1) professional sign not exceeding 2' x 3' with the company name and phone number at the front entrance to the project, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.

(b) **For Rent Signs.** An Owner may erect one (1) professional sign not exceeding 2' x 3' with the company name and phone number in front of the building, and one (1) professional sign not exceeding 2' x 3' with the company name and phone number at the front entrance to the project, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for rent.

(c) **Political Signs.** Subject to local laws, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(d) In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

**Section 5. Campers, Trucks, Boats, and Recreational Vehicles.** No campers, vans, commercial trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing and said vehicles and accessories are in an operable condition.

**Section 6. Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

**Section 7. Household Pets.** A maximum of two domestic dogs of medium size, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. It is the responsibility of the pet owner to comply with all local and state laws and regulations with regards to any leash laws, licensing,

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insurance, etc. It is the responsibility of the pet owner to not allow their pet(s) to damage any building or grounds and to immediately clean up after their pet(s).

**Section 8. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 9. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street boundary lines and a line connecting them at points twenty-five (25) feet from the intersection of the street boundary lines, or in the case of a rounded property corner, from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 10. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement. All vehicles must be parked in a marked space, display current registration and be in operable condition. Parking in designated handicap parking requires appropriate markings of such rights.

**Section 11. Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

**Section 12. Building Standards.** No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

**Section 13. Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without prior consent of the Association.

**Section 14. Fences.** No fence, wall or hedge shall be erected or maintained on any Lot, except the fences surrounding the Subdivision on the North, East and West sides of the complex and maintained by the Association.

**Section 15. Antennae, Satellite Dishes and Solar Collectors.** Subject to applicable federal and state laws, no Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of the house erected on such Lot.

**Section 16. Clothes Hanging Devices.** Exterior clothes hanging devices shall not be permitted.

**Section 17. Window Treatment.** No aluminum foil or reflective film shall be placed on windows or glass doors.



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**Section 18. Roof Materials.** All roofs will have a minimum of 240LB asphalt shingles. No wood or cedar shake roofs will be allowed.

**Section 19. Exterior Materials.** Architectural Review Committee has the authority requirement for reason of architectural design or features.

**ARTICLE IX**  
**ANNEXATION**

**Section 1. Annexation by Action of Members.** At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the total votes in both classes of membership, and by FHA and VA as set forth in Subsection 1b above. Any property that is contiguous to existing property to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 1a above executed by the parties herein described.

**Section 2. No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Association or any member to annex any property to this Declaration and no owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

**ARTICLE X**  
**MAINTENANCE OF LOTS AND FOUR PLEXES**

**Section 1.** The Association shall maintain the following:

- (a) All Sidewalks on the Property.
- (b) All landscaping on the Property, including, without limitation, all grass areas, shrubs, trees and bushes that are on all Lots and all planters, whether they are on Residential Lots or in the Common Area.
- (c) Drainage Facilities, including the Drainage Lot.
- (d) The Common Areas.
- (e) Any perimeter fence.
- (f) The main lines, service lines, valves, and sprinkler heads of the PUIS on the Property to the extent that they are not maintained by the Irrigation District.

**Section 2.** The Owner shall maintain the following:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**of**  
**WHITE BARN OWNERS ASSOCIATION, INC.**

(a) The following portions of the exterior of each Four Plex: siding, structural portions of the Four Plexes, street lamps mounted on the Four Plexes, all other exterior surface areas, including the entry way, exterior stairs, railings, decks, roofs, windows, doors, exterior air conditioning units and all other exterior maintenance not performed by the Association.

(b) The entire interior of the Four Plexes, including but not limited to flooring, ceilings, walls and wall coverings, appliances, plumbing and plumbing fixtures, electrical system and fixtures, all interior components of the heating and air conditioning system.

**Section 3.** Cost of Maintenance:

(a) The cost of all maintenance performed by the Association shall be included as part of the Owner's Regular Assessments, as provided at Article II 3(a), except to the extent that the cost of any such maintenance materially exceeds the cost for similar maintenance on other Residential Lots and Four Plexes. Such excess cost may be charged to the Owner as a Limited Assessment in the Board's discretion.

(b) The cost of all maintenance required to be performed by the Owner shall be paid for by the Owner.

**Section 4.** Condition of Lots and Four Plexes. Each Residential Lot and Four Plex, and any and all Improvements from time to time located thereon or therein, shall be maintained in good condition and repair.

**Section 5.** Owner's Right with Respect to Interiors. Each Owner shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior portions of their Four Plex, except that Owners shall obtain the consent of the Association with regard to window treatments which are visible from the exterior of the Four Plex, the color, texture and materials of which shall correspond with the general color and architectural scheme of the Property.

**ARTICLE XI**  
**GENERAL**

**Section 1.** Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**of**  
**WHITE BARN OWNERS ASSOCIATION, INC.**

charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

**Section 2. Term and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial ten (10) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in the ADA COUNTY land records. This Declaration may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Association. Any amendment must be recorded.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

**Section 4. Rights and Obligations.** The provisions of this Declaration and the Articles of Incorporation and By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

**Section 5. Miscellaneous Provisions.** Any provisions of this Declaration or of the Articles of Incorporation and By-Laws to the contrary notwithstanding, the following provisions shall control:

(a) The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.

(b) Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owners obligations under this Declaration or the By-Laws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(c) Unless at least seventy -five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**of**  
**WHITE BARN OWNERS ASSOCIATION, INC.**

- (i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof of interest therein; (The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)
- (ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;
- (iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;
- (iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

(d) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

**Section 6. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 7. Conflicts.** In the event of conflict between the terms of this Declaration and the By-Laws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
WHITE BARN OWNERS ASSOCIATION, INC.**

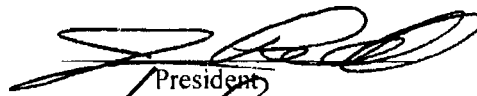
IN WITNESS WHEREOF, for the purpose of Restating the Declaration of Convents, Conditions and Restrictions, We, the undersigned, have executed these Declaration of Convents, Conditions and Restrictions this 17 day of October, 2009.

The number of members entitled to vote was: 7

The number of members that voted was: 5

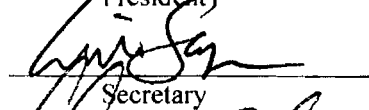
The number of members that voted against was: 0

Signed by:  
Jason Powell



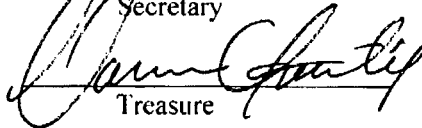
\_\_\_\_\_  
President

William Sayre



\_\_\_\_\_  
Secretary

Norman Failing



\_\_\_\_\_  
Treasurer

STATE OF IDAHO )

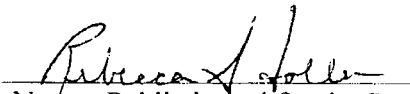
) ss.

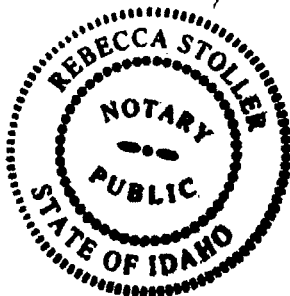
COUNTY OF ADA )

On this 22<sup>nd</sup> day of January, 2010, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Norman G Failing, to me known to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 1/29/2015

  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Meridian, Idaho



ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT 51.00      17  
BOISE IDAHO 01/22/10 11:07 AM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
White Barn OA



110006226

**This sheet has been added to document  
to accommodate recording information.**



When recorded, return to:

Eric and Amy Wright  
c/o Meuleman Mollerup LLP  
960 Broadway Avenue, Suite 500  
Boise, ID 83706  
Attention: Richard W. Mollerup

**DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS  
AND COMMON AREA MAINTENANCE AGREEMENT**

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**DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS  
AND COMMON AREA MAINTENANCE AGREEMENT**

THIS DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT ("Declaration") is made as of the 30<sup>th</sup> day of August, 2005, by **Eric I. Wright and Amy P. Wright**, husband and wife ("Declarant") with the intent and purpose of obligating, benefiting and binding each Lot (as hereinafter defined), the Owners, tenants, subtenants, lienholders and the holders of any other interest in or to the that certain real property located in the county of Ada, state of Idaho more particularly described as follows:

Lots 1 through 6 in Block 1 and Lots 2 through 4 in Block 2, SAM'S ESTATE SUBDIVISION, according to the official plat thereof filed in Book 81 of Plats at Pages 8797 through 8798, records of Ada County, Idaho.

**1. PRELIMINARY**

1.1 Definitions

(a) "Association": Sam's Estate Owner's Association, Inc., formed as an Idaho nonprofit corporation pursuant to Section 6 hereof.

(b) "Common Area": All of Lot 4, Block 1 and those portions of all other Lots covered with asphalt or other paving surface. Canopies which extend over or into the Common Area, together with any foundations, columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(c) "Subdivision": Sam's Estate Subdivision according to the official plat thereof filed in Book 81 of Plats at Pages 8797 through 8798, records of Ada County, Idaho

(d) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Lot.

(e) "Owner": The record holder of fee simple title to a Lot, its heirs, personal representatives, successors and assigns.

(f) "Lot": Lot 1, 2, 3, 4, 5 or 6, Block 2 or Lot 1, 2, 3 or 4, Block 2 of the Subdivision.

(g) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other forms of business or legal entity.

## **2. MAINTENANCE BY THE OWNERS**

2.1 Building Maintenance. Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Lot(s) in a quality and condition comparable to that first class apartment complexes in the geographic area of the Subdivision.

2.2 Casualty and Condemnation. In the event all or any portion of any building in the Subdivision is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Lots on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Subdivision of the value of the other Lots.



2.3 Lawn and Landscaping Maintenance. Each Owner shall maintain or cause to be maintained all lawns and landscaped areas on such Owner's Lot including, without limitation, regular mowing, trimming and replacing shrubs and other landscaping as is necessary

### 3. EASEMENTS

3.1 Ingress, Egress. Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, agents, and invitees for the benefit of each Lot belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Lot(s) and that portion of Lot 4, Block 1 which is, from time to time, improved with asphalt or other paved surface.

3.2 Community Trash Dumpster. The Owners currently share a community trash dumpster located on Lot 6, Block 1. The Owners of Lot 6, Block 1 hereby grants to the other Owners, their respective tenants, contractors, agents and invitees, a non-exclusive easement over and across Lot 6, Block 1 for pedestrian ingress and egress to and from the dumpster thereon.

3.3 Indemnity. Each Owner hereby agrees to indemnify, defend and save the other Owner harmless from any claim, loss, damage, liability, cost, expense, judgment or cause of action for damage to property or injury to persons arising out of any act or omission by the indemnifying Owner, its tenants, contractors, employees, agents, customers, licensees and invitees in the use of the easements in this Section 3.

### 4. ASSOCIATION

4.1 Organization of Association. The Association shall be formed under the provisions of the Idaho Non-Profit Corporations Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the articles, bylaws, and this Declaration. In the event any inconsistency, this Declaration shall control over the provisions of the articles and bylaws. The Association shall, among other things, own Lot 4, Block 1 and maintain those portions of the Common Area in accordance with Section 5.2 of this Declaration.

4.2 Membership. Each Owner of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a member of the Association and no Lot shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to a successor in interest of the Owner, and all memberships in the Association shall be appurtenant to each Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way, except upon transfer of title to a Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected in the books of the Association.

4.3 Voting. Each Owner shall be entitled to one vote for each Lot owned. If more than one person owns or 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 Lot.

4.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a board of directors and such officers as the board of directors may elect or appoint, in

accordance with the articles, bylaws and this Declaration, as the same may be amended and supplemented from time to time.

4.5 Powers and Duties of the Association.

(a) **Powers.** The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the articles, bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the articles and bylaws, to do and perform any and all acts which may be necessary or proper, or incidental to the proper management and operation of the Common Area as set forth in this Declaration and the performance of all other responsibilities herein assigned including, without limitation, the following:

(1) The power to levy assessments on the Owners and to enforce payment of such assessments all in accordance with the provisions of this Declaration. The Association may suspend the voting rights of any Owner for any period during which any assessments against such Owner's Lot remains unpaid.

(2) The power and authority from time to time in its own name, on behalf its own behalf or behalf of the Owner or Owners who consent thereto; to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the articles or bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise all provisions hereof.

(3) The right to own and hold title to Lot 4, Block 1 as part of the Common Area; provide, however, the Association may only transfer or encumber the title of Lot 4, Block 1 or any portion thereof or interest therein with a majority vote of the Owners.

(4) The power and authority to enter into contracts and agreements for the performance of maintenance and repairs in the Common Area.

## **5. COMMON AREA MAINTENANCE**

5.1 Maintenance by Individual Owners. Each Owner, at such Owner's sole cost and expense, shall maintain the Common Area within such Owner's Lot at all times in good and clean condition including maintaining, repairing and resurfacing all paved areas and removing snow, papers, debris and refuse.

### 5.2 Maintenance by Association.

(a) The Association shall have the right, upon a majority vote of the Members, to maintain, restripe, repair or replace all paved surfaces within the Common Area.

(b) The cost of maintaining, restriping, repairing and replacing the paved surfaces shall within the Common Area shall be assessed to the Owners of the Lots on which such maintenances, restriping, repair or replacement has occurred by the Association pursuant to its power and authority as set forth in Section 4.5 hereof.

## 6. RESTRICTIONS ON USE

6.1 Permitted Uses. The Lots shall be used for multifamily residential use consistent with and authorized by applicable land use laws, ordinances, rules and regulations.

6.1 Prohibited Uses. No part of the Subdivision shall be used for commercial purposes. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done on any Lot which constitutes any unreasonable annoyance or nuisance to the occupants of the other Lots within the Subdivision by reason of unsightliness or excessive emission of fumes, odors, vibrations, dusts, smoke or noise.

## 7. GENERAL PROVISIONS

7.1 Covenants Run With the Land. Each Restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof and shall run with the land.

7.2 Successors and Assigns. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner who acquires its interest by



foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Lot or portion thereof after the date of sale and conveyance of title.

7.3 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of the seventy percent (70%) of the Lots, and then only by written instrument duly executed and acknowledged by all of the required Owners and recorded in the office of the recorder of Ada County, Idaho. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

7.4 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions contained herein by the same or any other person.

7.5 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

7.6 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those

as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

7.7 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

7.8 Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

7.9 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

7.10 Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

7.11 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

7.12 Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

7.13 Recordation. This Declaration shall be recorded in the office of the recorder of Ada County, Idaho.

EXECUTED as of the day and year first above written.

**DECLARANT:**

\_\_\_\_\_  
Eric I. Wright

  
\_\_\_\_\_  
Amy P. Wright

STATE OF IDAHO )  
                              ) ss.  
COUNTY OF ADA )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Eric I. Wright**, to me known to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at \_\_\_\_\_, Idaho

STATE OF IDAHO )  
                              ) ss.  
COUNTY OF ADA )


On this 30<sup>th</sup> day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Amy P. Wright**, to me known to be the person

whose name is subscribed to this instrument and acknowledged that she executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

5-21-2010



Notary Public in and for the State of Idaho

Residing at Boise, Idaho

