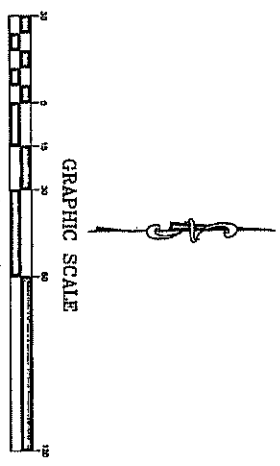
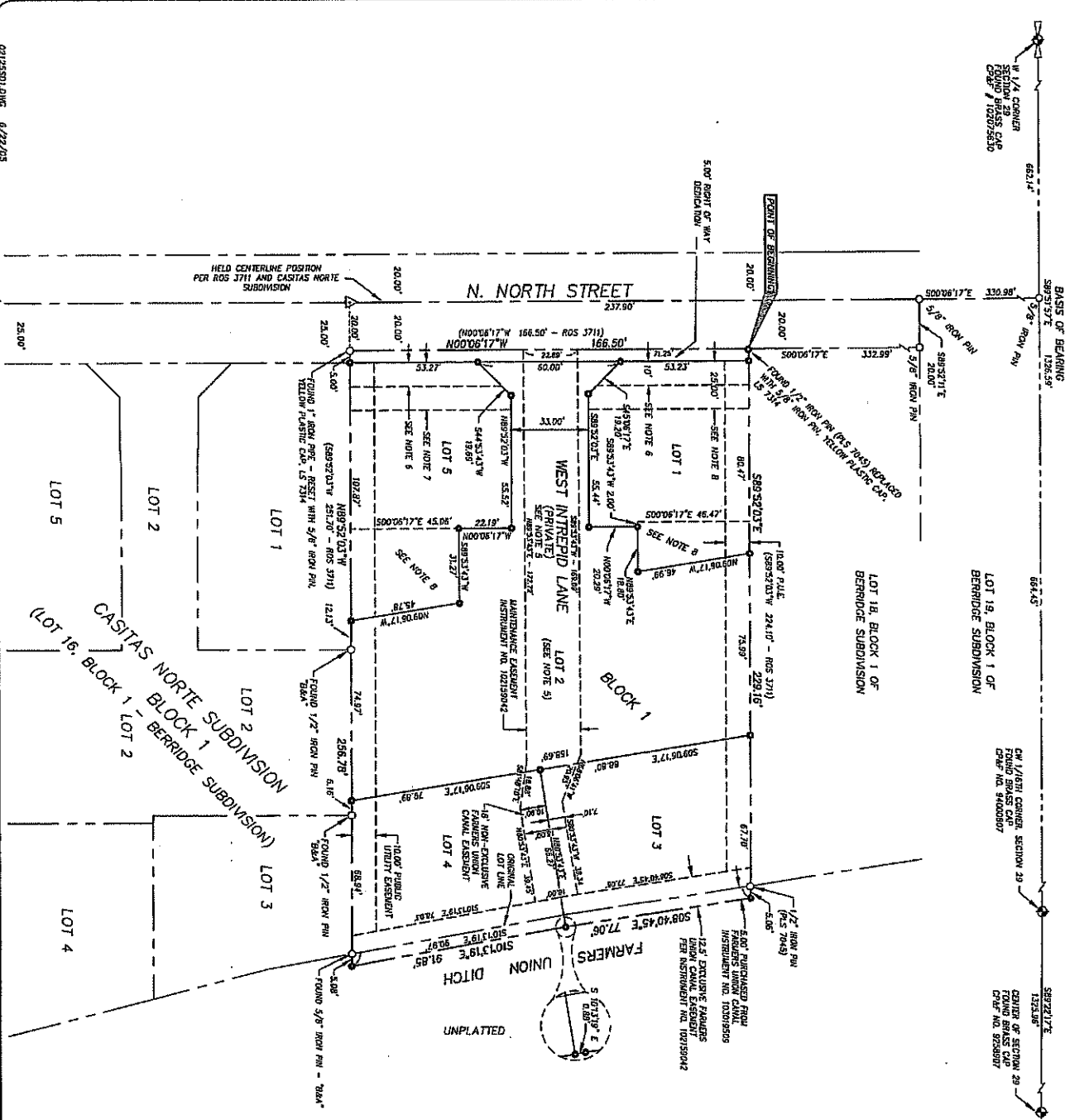


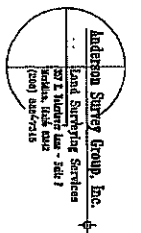
INTREPID SUBDIVISION

A RESUBDIVISION OF LOT 17, BLOCK 1 OF BERRIDGE SUBDIVISION AND A PORTION OF FARMERS UNION DITCH LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO 2005



- ### NOTES
1. IRRIGATION WATER HAS NOT BEEN PROVIDED FROM THE FARMERS UNION DITCH COMPANY, AND THE OWNER AGREES TO COMPLY WITH THE DISCHARGE REQUIREMENTS OF IDAHO CODE 31-5302(2) IN EFFECT AT THE TIME OF RESUBDIVISION.
 2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 3. THE DEVELOPMENT OF THE PROPERTY SHALL BE IN COMPLIANCE WITH ZONING ORDINANCES OR AS SPECIFICALLY APPROVED BY CDPE-00029.
 4. LANDMARK BUILDING SERVICE LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY CDPE-00029.
 5. 1. A BLANKET EGRESS/ACCESS AS A PRIVATE ROAD IS HEREBY RESERVED ON LOT 2, BLOCK 1. IF CONVEYED TO THESE LOTS THROUGH A FUTURE PLAT, THE STORM WATER, SEWERAGE, PERMITTED EGRESS/ACCESS SHALL RUN WITH THE LAND AND EACH LAND OWNER WITHIN THIS SUBDIVISION HAS AN UNDIVIDED INTEREST WITHIN SAID EGRESS/ACCESS. SAID LOT SHALL BE OWNED AND MAINTAINED BY AND FOR THE USE OF THE OWNERS ASSOCIATION OF THIS SUBDIVISION. SAID OWNERS ASSOCIATION SHALL NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF BOISE.
 6. A 10 FOOT WIDE PERMANENT PUBLIC UTILITY PROPERTY RESERVATION, A BOISE CITY STREET LIGHT AND ADA COUNTY HIGHWAY DISTRICT EASEMENT IS HEREBY RESERVED ADJACENT TO N. NORTH STREET. AN EXCLUSIVE 12.5 FEET PERMANENT EASEMENT IS HEREBY RESERVED ADJACENT TO THE FARMERS UNION DITCH PER INSTRUMENT NO. 102159042. A 10 FOOT WIDE PERMANENT PUBLIC UTILITY, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED ADJACENT TO THE REMAINING BOUNDARY OF THIS SUBDIVISION.
 7. A PORTION OF LOT 5, BLOCK 1 IS SERVED TO AND CONTAINS THE AGRI STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCLOSED BY LOT THAT CERTAIN MASTER PERMITTED STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 10458441 OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE MASTER EASEMENT), THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM IS HEREBY RESERVED ADJACENT TO THE REMAINING BOUNDARY OF THIS SUBDIVISION.
 8. A PRIVATE STORM DRAINAGE EASEMENT TO BE MAINTAINED BY THE INTREPID HOME OWNERS ASSOCIATION, AS SHOWN AND DIMENSIONED HEREON

- ### RECORD DATA
- R.O.S. 2072, INSTR. NO. 9208191
 - R.O.S. 3446, INSTR. NO. 96012803
 - R.O.S. 3711, INSTR. NO. 98033778
 - R.O.S. 4358, INSTR. NO. 98073228
 - CASITAS NORTE SUBDIVISION, BR. 03, PGS 9168-9189
 - BERRIDGE SUBDIVISION, BR. 4, PG 173



BK 92 PG 10991

EX 92 11 1992

INTREPID SUBDIVISION

A RESUBDIVISION OF LOT 17, BLOCK 1 OF BERRIDGE SUBDIVISION BEING SITUATED IN A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO 83005

CERTIFICATE OF OWNER
KNOW ALL PEOPLE BY THESE PRESENTS:
THAT MILLENNIUM PROPERTIES, A LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAN.

THE OWNERS FURTHER CERTIFY THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE UNITED WATER IDAHO, INCORPORATED AND THAT UNITED WATER, INCORPORATED, HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAN, ARE HEREBY DEDICATED TO THE PUBLIC AND THE PRIVATE ROADS AND EASEMENTS SHOWN ON THIS PLAN ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID PRIVATE ROADS AND USES AS EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

LEGAL DESCRIPTION
A PORTION OF LAND BEING ALL OF LOT 17, BLOCK 1 OF BERRIDGE SUBDIVISION AS FILED FOR RECORD IN BOOK 4 AT PAGE 173 OF PLATS, RECORDS OF ADA COUNTY, IDAHO, AND A PORTION OF FARMERS LINDEN DITCH LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE W 1/4 CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN; THENCE SOUTH 89°51'57" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29 TO A POINT MARKED BY A 5/8" IRON PIN AT THE CENTERLINE OF N. NORTH STREET; THENCE LEAVING SAID NORTH LINE OF THE SW 1/4 SOUTH 00°06'17" EAST A DISTANCE OF 320.99 FEET ALONG SAID CENTERLINE TO A POINT MARKED BY A 5/8" IRON PIN; THENCE LEAVING SAID CENTERLINE SOUTH 89°52'11" EAST A DISTANCE OF 20.00' TO A POINT MARKED BY A 5/8" IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF SAID N. NORTH STREET MARKING THE CORNER COMMON TO LOTS 18 AND 19, BLOCK 1 OF SAID BERRIDGE SUBDIVISION; THENCE SOUTH 00°06'17" EAST A DISTANCE OF 332.99 FEET TO A POINT MARKED BY A 5/8" IRON PIN MARKING THE CORNER COMMON TO LOTS 17 AND 18, BLOCK 1 OF SAID BERRIDGE SUBDIVISION ALSO BEING THE REAL POINT OF BEGINNING; THENCE LEAVING SAID EASTERN RIGHT-OF-WAY LINE ALONG THE LINE COMMON TO LOTS 17 AND 18, OF BLOCK 1 OF SAID BERRIDGE SUBDIVISION, AND ALONG THE EASTERN EXTENSION THEREOF, SOUTH 89°52'03" EAST A DISTANCE OF 223.16 FEET; THENCE SOUTH 09°40'45" EAST A DISTANCE OF 77.05 FEET; THENCE SOUTH 10°13'15" EAST A DISTANCE OF 91.85 FEET; THENCE ALONG THE LINE COMMON TO LOTS 17 AND 18, OF BLOCK 1 OF SAID BERRIDGE SUBDIVISION, AND THE EASTERN EXTENSION THEREOF, NORTH 89°52'03" WEST A DISTANCE OF 248.78 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF N. NORTH STREET; THENCE NORTH 00°05'17" WEST A DISTANCE OF 166.50 FEET ALONG SAID EASTERN RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.93 ACRES, MORE OR LESS.


Scott W. Webb
SCOTT W. WEBB
MEMBER
MILLENNIUM PROPERTIES, LLC.

ACKNOWLEDGMENT
STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 13th DAY OF April, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SCOTT WEBB, KNOWN TO ME TO BE A MEMBER OF MILLENNIUM PROPERTIES, L.L.C., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Paula A. Pender
NOTARY PUBLIC FOR IDAHO
RESIDING AT Boise, ID
MY COMMISSION EXPIRES: 6.16.2009

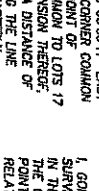


APPROVAL OF CITY ENGINEER
I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAN AND CERTIFY THAT IT IS IN ACCORDANCE WITH THE BOISE CITY SUBDIVISION ORDINANCE, RELATING TO SUBDIVISION PLANS.

John A. Lewis
CITY ENGINEER
5/13/05

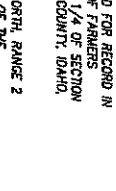
CERTIFICATE OF COUNTY SURVEYOR
I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAN AND FIND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATIVE TO PLATS AND SURVEYS.

John A. Lewis
COUNTY SURVEYOR PLS 3090
7/13/05



CERTIFICATE OF SURVEYOR
I, GORDON N. ANDERSON, P.L.S. DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAN AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND PLUNG ACT.

Gordon N. Anderson
GORDON N. ANDERSON, P.L.S.
DATE: 05-11-05



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
THE FOREGOING PLAN WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 23rd DAY OF April, 2005.
LISTING THE CONDITIONS OF APPROVAL.

John A. Lewis
CHAIRMAN, ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL
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 CITY COUNCIL HELD ON THE 3rd DAY OF April, 2005, THIS PLAN WAS DULY ACCEPTED AND APPROVED.

Patricia M. Bentley
CITY CLERK
5-9-2005

CERTIFICATE OF COUNTY TREASURER
I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT ALL TAXES DUE AND PAYABLE BY THE SUBDIVISION HAVE BEEN PAID IN FULL THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS.

Charles H. Fisher
COUNTY TREASURER
DATE: 5/11/05

CERTIFICATE OF COUNTY RECORDER
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF ANDERSON SURVEY GROUP, INC. AT 2:22 MINUTES PAST 10 O'CLOCK P.M. ON THIS 13th DAY OF April, 2005, IN BOOK 122 OF PLATS AT PAGES 1061 AND 1062 INSTRUMENT NO. 153555

Paula A. Pender
DEPUTY COUNTY RECORDER
EX-OFFICIO RECORDER

Anderson Survey Group, Inc.
Lead Surveying Services
301 E. Hudson Lane - Suite 1
Meridian, Idaho 83448
(208) 887-7540

DATE: 04-16-05

DISTRICT HEALTH DEPARTMENT, REHS

DATE: 04-16-05

2

41

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/30/06 04:50 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Transaction Title

AMOUNT 123.00 41



0600046991-dma

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR INTREPID SUBDIVISION**

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER, OWNER AND OCCUPANT OF PROPERTY WITHIN INTREPID SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR INTREPID SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Intrepid Subdivision (this "Declaration") is made effective this ___ day of November, 2006, by Millennium Properties, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: RECITALS

Section 1. Property Covered. The property subject to this Declaration is the property legally described in the attached Exhibit A, which is made a part hereof, together with any other property made subject to this Declaration pursuant to the terms herein (the "Property"). This Declaration is for the benefit of any and all Owners of any portion of the Property.

Section 2. Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property, and use of any and all portions thereof. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof. The Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any person or entity, and his/her/its successors, agents and assigns having or acquiring any right, title or interest in the Property or any Lot, Dwelling Unit, parcel or portion thereof; shall inure to the benefit of every Lot, Dwelling Unit, parcel or portion of the Property and any interest therein; and may be enforced by Declarant, any of its grantees or grantees' successors, the Association, and any Owner or Owners' successors.

ARTICLE III: DEFINITIONS

Section 1. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 2. "Association" or "Corporation" shall mean and refer to the Intrepid Subdivision Homeowners' Association, Inc., its successors and assigns, which Declarant shall form.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the Private Road as defined in Article VIII. The Common Area is legally described on the attached Exhibit B, which is made a part hereof. Common Area may also be established from time to

time by Declarant on any portion of the Property by describing such area on the Plat or other recorded plat of the Property, or any portion thereof, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration or in any supplemental declaration. In addition, the Association and/or Declarant may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.

Section 5. "Declarant" shall mean and refer to Millennium Properties, LLC, an Idaho limited liability company, its designated successors and/or assigns.

Section 6. "Dwelling Unit" shall mean and refer to the multi-family residential structures to be constructed on each Lot by Declarant or any other Owner.

Section 7. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, irrigation systems, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

Section 8. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner or the Owner's Occupant(s), equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to any Common Area or Maintenance Property, or the failure of an Owner to keep his/her/its Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 9. "Lot" shall mean and refer to any plot of land shown upon the Plat and/or any other recorded subdivision plat of the Property, with the exception of the Common Area.

Section 10. "Maintenance Property" shall mean and refer to all roofs, gutters, down spouts, drainage systems, exterior building surfaces, trash cans, trash collection facilities, trees, shrubs, grass, lawns, sidewalks, exterior light fixtures, sprinkler systems and all other exterior Improvements located on or attached to a Dwelling Unit or Lot, including any fence or other exterior Improvement approved by the Board and erected or constructed by any Owner or Occupant; provided that Maintenance Property shall not include glass surfaces or exterior doors.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Occupant" shall mean 1) any resident, occupant, guest, family member, invitee, licensee and/or tenant of an Owner, and 2) any occupant, guest, family member, invitee, and/or licensee of a tenant.

Section 14. "Owner" shall mean and refer to the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 16. "Plat" shall mean the Intrepid Subdivision final plat as recorded in the records of Ada County, Idaho, on the 15th day of July, 2005, as Instrument No. 105095580 (a copy of which is attached hereto as Exhibit C, and made a part hereof), as it may be amended from time to time.

Section 17. "Property" shall mean and refer to that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. "Regular Assessments" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and Maintenance Property, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration or any supplemental declaration.

Section 19. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration or any supplemental declaration.

ARTICLE IV: PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner or any of said Owner's Occupants for any period during which any Assessment against his/her/its Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction by the Owner or the Owner's Occupants of the Association's rules and regulations;

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

Section 2. Delegation of Use . Any Owner may delegate his/her/its right of enjoyment to the Common Area and related facilities to one or more Occupants.

Section 3. Encumbrance of Common Area . The Common Area cannot be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Dwelling Unit is through any portion of the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Dwelling Units for the purpose of ingress and egress.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership . Every Owner of a Lot 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 2. Voting Classes .The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VI: USE AND REGULATION OF USES

Section 1. Multi-Family Residences . Each Lot may be used for multi-family residential purposes, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

By accepting a deed to any portion of the Property, each Owner hereby covenants that they agree to and will abide by all terms and Restrictions contained in this Declaration, any supplemental declaration, the Plat and any rules or regulations adopted by the Board. In addition, each Owner agrees to make all of his/her/its Occupants aware of, and abide by, all of the aforementioned terms and Restrictions, including, without limitation, a covenant in each Owner lease whereby the tenant(s) agree and acknowledge that they have received copies of this Declaration, any applicable supplemental declaration, the Plat and any rules or regulations adopted by the Board, and that they will abide by all terms and Restrictions contained therein.

Section 2. Home Occupations . Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units provided such home occupations do not increase the burdens on the Common Area (including increased traffic on the Private Road) or Maintenance Property. If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the Common Area and/or Maintenance Property, the Board shall have the right to terminate any Owner's or Occupant's ability to conduct a home occupation from a Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business

operation it sees fit from any portion of the Property owned by it, regardless of the impact on the Common Area or Maintenance Property.

Section 3. Parking. Unenclosed parking areas (which include all paved areas within the Property other than covered parking spaces and prohibited parking areas) are restricted to use for temporary parking, as defined below, of operative motor vehicles of Owners and Occupants, provided that such vehicles are parked so as to not interfere with any other Owner's or Occupant's right of ingress and egress to his/her/its Lot and/or Dwelling Unit or applicable portion thereof. Notwithstanding the foregoing, the parking of equipment, motor homes, campers, trailers, boats and other recreational vehicles on the Property is strictly prohibited (loading and unloading are permitted provided such activities do not exceed four (4) hours). For purposes of this Section, "temporary parking" shall mean the parking of operative motor vehicles (other than motor homes, campers, trailers, boats and other recreational vehicles) for no more than forty-eight (48) hours per vehicle, per month.

The Board may require removal of any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored. If the same is not removed by the applicable Owner or Occupant after three (3) days' prior written notice, the Board may cause removal at the risk and expense of the Owner and/or Occupant thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

Section 4. Compliance With Laws and Waste. No Owner or Occupant shall permit anything to be done or kept in his/her/its Lot or Dwelling Unit, or any portion thereof, or any part of the Common Area, which would be in violation of any laws, rules, regulations or ordinances. No waste shall be permitted in the Common Area, Maintenance Property, Lot or any Dwelling Unit.

Section 5. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than four (4) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of Property owned by Declarant.

Section 6. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners or Occupants from having two (2) or less dogs and/or cats (i.e. an Owner or Occupant may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners or Occupants, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or Occupant. All Owners and Occupants shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 7. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Area, Maintenance Property or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Occupants. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any

portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Owners or Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 8. Exterior Improvements . No exterior Improvement, including, without limitation, deck, patio, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on any Lot or the exterior of any Dwelling Unit unless and until the building, plot or other plan has been reviewed in advance by the Board and the same has been approved in writing, and a Boise City building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

The Board shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration. The Board may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of a processing fee. The Board may require submission of additional plans or review by a professional architect. The Board may issue guidelines setting forth procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Board of any required plans and specifications the Board may postpone review of plans. Decisions of the Board and the reasons therefor shall be transmitted by the Board, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Board.

The process for inspection of work, correction of defects and review of alterations which were not submitted for approval is as follows:

- (a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Board.
- (b) Within sixty (60) days thereafter, the Board or its duly authorized representative may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty

(60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by any proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including the correction of the noncompliance and the levy of a Limited Assessment against such Owner for reimbursement of the cost thereof pursuant to this Declaration.

(d) If the Board determines that alterations were made at anytime by an Owner or Occupant which were not submitted to the Board for approval, the Board shall inspect such unauthorized alteration and if the Board finds that the work is in noncompliance it shall notify the Owner in writing of such noncompliance at which time the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date the written notice is sent by the Board. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by a proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including the correction of the noncompliance and the levy of a Limited Assessment against such Owner for reimbursement of the cost thereof pursuant to this Declaration.

Section 9. Outbuildings. Storage and other outbuildings are strictly prohibited.

Section 10. Fences. Fencing, other than fencing provided by the Declarant, if any, will be prohibited.

Section 11. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot, Maintenance Property or Common Area which will increase the rate of insurance on the Common Area or any Lot without the prior written consent of the Board. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, or all other loss or damage.

ARTICLE VII: MAINTENANCE OF COMMON AREA AND MAINTENANCE PROPERTY

Section 1. Appearance, Maintenance of Common Area and Maintenance Property. In order to preserve a uniform exterior appearance of the Dwelling Units and Lots, the Board shall provide maintenance for all Common Area, including, without limitation, the Private Road, and the Maintenance Property. In this regard, the Association shall attempt to maintain all landscaping in accordance with the Recommended Landscape Standards For Tree Care On Commercial Properties attached hereto as Exhibit D, and made a part hereof. In addition, the Association shall clean and continuously maintain the Common Area, including, without limitation, any on-site storm drainage storage system in accordance with that certain Storm Water Management System O&M Manual, a copy of which is attached hereto as Exhibit E, and made a part hereof. **Unless otherwise specifically provided in this Declaration, the cost of the aforementioned maintenance shall be paid by all Owners in the form of Assessments. By accepting a deed to any portion of the Property, each Owner acknowledges and agrees to pay all Assessments and each Owner acknowledges that certain Common Area and/or Maintenance Property will require more maintenance than others due to weather, location, acts of god, and other extraneous factors.** In the event that the need for maintenance or repair of a Lot, Dwelling Unit, Common Area or Maintenance Property is caused by the willful or negligent acts of an Owner or one or

more of his/her/its Occupants, the cost of such exterior maintenance shall be treated as a Limited Assessment and charged only to said Owner.

Section 2. Entry for Repairs. In the event of an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners or Occupants, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Property, the Board and its agents or employees, may enter any Lot or Dwelling Unit to make repairs or perform maintenance. Such entry shall be repaired by the Board and paid for by Assessments levied against the Owners (unless the emergency was caused by an Owner or Occupant, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner or his/her/its Occupant, the costs thereof shall be treated as a Limited Assessment to such Owner.

ARTICLE VIII: PRIVATE ROAD

There is hereby reserved for the use and benefit of Declarant and the Association, and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and their respective successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual easement to enter on, over, across and through Lot 2, Block 1 as shown on the Plat (herein "Private Road"), which Private Road is to be used for ingress to and egress from each Lot. It is expressly understood and agreed that the easements herein created shall be absolute and non-exclusive and that in all respects the Private Road shall be used, and available for use, by all such Persons, their guests, invitees and licensees in the same manner as if the Private Road were a public road, subject to the Restrictions contained in this Declaration and the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, safety, security and well-being of each such Lot and the Owners and Occupants residing within the Property, provided, however, that such shall not deprive or unreasonably restrict any of such Owner's or Occupant's right to have access to and from such Lot. As stated in Article VII above, the Association is responsible for the maintenance of this Private Road.

Nothing herein contained shall prohibit or limit the right of Declarant to extend the easement rights herein granted over, along and across the Private Road within the Property to provide ingress and egress, utilities, drainage, and irrigation to property adjacent to the Property, but not initially included within the Property as described in this Declaration. Such right of use of the easements herein created may be extended by Declarant to such additional property by either the annexation of such additional property under this Declaration or the recording of easement(s) by Declarant in the official records of Ada County, Idaho, setting forth such rights of use and extension of the easements, which recorded document shall specifically describe the additional property to be benefitted thereby. In the event of the extension of the easement rights to such additional property, Declarant shall make provision for the right of the Board to collect from the owners of said additional property a reasonable sum as a contribution for the maintenance, repair and replacement of the Private Road and security facilities, if any, within the Property, which contribution shall be reasonably related to use, should the Board not have the right, under the terms of this Declaration, to levy and collect any assessment against such additional property. In addition, Declarant shall have the right to grant any easement on, over, across and through the Private Road to any governmental or quasi-governmental agency or utility company for access to any facilities owned, controlled or used by such grantee.

ARTICLE IX: IRRIGATION AND WATER RIGHTS

Irrigation water will be supplied by United Water Idaho. Either the Owners directly or the Association shall be responsible for the delivery and maintenance cost of this water supply. In the event the Association is billed these costs, the Association shall pass these costs through to the Owners in the form of Regular Assessments.

ARTICLE X: INSURANCE

Section 1. Insurance . The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which shall include, without limitation, the following policies to the extent its is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all equipment and fixtures located within the Common Area and Maintenance Property;

(b) Comprehensive general liability insurance insuring the Association and the Owners, and the individual grantees, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership, management, maintenance and/or use of the Property. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances;

(c) Full coverage directors' and officers' liability insurance for the Association's directors and officers with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances;

(d) Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Association 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 2. Insurance Proceeds . The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests, if any, in such proceeds and to deal therewith.

Section 3. Premiums Included in Assessments . Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE XI: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments . Each Owner, by acceptance of a deed to any portion of the Property, is deemed to covenant and agree to pay to the Association Regular Assessments, Special Assessments and Limited Assessments. Regular, Special and Limited Assessments, together with interest, costs, late fees and reasonable attorney's fees, 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 became due. The personal obligation for delinquent Assessments shall not pass to his/her/its successors in title unless expressly assumed by them. Declarant has no obligation to pay any Assessments.

Section 2. Purposes of Assessments . The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for any construction, maintenance, and operation of the Common Area, Maintenance Property, and Lots.

Section 3. Uniform Rate of Assessment . Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates . Each Owner shall be required to pay an initial set-up fee to the Association upon the purchase of a Lot. The initial set-up fee shall be \$250. The Association shall have the right to change the set-up fee amount at anytime at its discretion. Such change shall not require an amendment to this Declaration. Other Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the sale of a Lot from Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. 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 specific 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 5. 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 date of delinquency at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any assessment. Additionally, a late fee of \$15.00 shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or Maintenance Property or abandonment of his/her/its Lot.

Section 6. Subordination of the Lien to Mortgages . The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XII: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board . The Board for the benefit of the Corporation and the Owners shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Corporation and the Property, including but not limited to the following:

(a) Operation, maintenance and management of the Common Areas and Maintenance Property, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Area. If one or more Dwelling Units, Lots or the Common Area are not separately metered, utility services may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such Dwelling Unit, Lot or Common Area involved as a portion of its Regular Assessment. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drains located on the Property, except for those storm drains located on or within the right-of-way of any street, road, alley or other land dedicated to public use.

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the by-laws or this Declaration. Each Owner shall be responsible for his/her/its own insurance on the contents of his/her/its Lot and/or Dwelling Unit, his/her/its additions and Improvements to his/her/its Dwelling Unit, and decorating and furnishings, and his/her/its Personal property stored elsewhere on the Property, and his/her/its personal liability or injury insurance.

(e) The services of Persons as required to properly manage the affairs of the Corporation to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Corporation's affairs, administration of the Property, or the enforcement of this Declaration.

(g) Painting, maintenance, repair, snow removal, lawn care, watering, landscaping, gardening and fencing for the Property; provided that the interior of each Dwelling Unit, or any portion thereof, shall be maintained and repaired by the Owner thereof as previously provided in this Declaration.

(h) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Dwelling Units or their

Owners or Occupants, the cost thereof shall be treated as a Limited Assessment and charged to the Owners of such Dwelling Units.

(i) Maintenance and repair of any Dwelling Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect or preserve the appearance and value of the Property, and the Owner of said Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a Limited Assessment against the Dwelling Unit of such Owner for the cost of such maintenance or repair.

(j) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Dwelling Units responsible to the extent of their responsibility.

(k) The Board shall not make any non-budgeted expenditure in excess of \$1,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property, the Owners and/or Occupants. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Areas and Maintenance Property, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement . The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein or for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

Section 3. Non-Waiver . The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, the Plat or of the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Corporation.

Section 4. Limitation of Liability . Neither the Board nor Declarant shall be liable for any failure of any utility or other service to be obtained and paid for by the Board and/or Declarant, or for injury or damage to a Person or property caused by the elements, or by any Owner, Occupant or other Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners or Occupants on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed

for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 5. Indemnification of Board Members . Each member of the Board shall be indemnified by the Corporation and the Owners against all expenses (including attorney's fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Corporation or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant while the Declarant is a member of the Board.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement . The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability . Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment . The terms 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 Declarant (assuming Declarant owns one or more Lots) and not less than two-thirds (2/3) of all other Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided however, that no amendment shall act to dissolve the Association without the prior written consent of the City of Boise City.** Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation . Additional residential property, Common Area and Maintenance Property may be annexed to the Property by Declarant. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors . The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all Lot Owners and their successors in interest.

Section 6. Attorneys Fees . In the event it shall become necessary for Declarant or any Owner to retain legal counsel to enforce any term, covenant, condition, or restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 7. Governing Law, Jurisdiction, Venue . This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho. Each party hereto agrees that the courts of Idaho shall have exclusive jurisdiction and that Ada County is the proper venue.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this ____ day of November, 2006.

Millennium Properties, LLC,
an Idaho limited liability company

By:

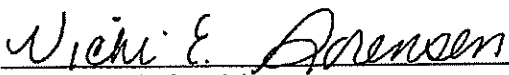


Scott W. Hedrick, Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of November, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Scott W. Hedrick, known or identified to me to be a member of Millennium Properties, LLC, the person who executed this instrument on behalf of said limited liability company, and acknowledged to me that he executed the same on behalf of said company.

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



Notary Public for Idaho
Residing at Bose
My commission expires: 4/16/2010

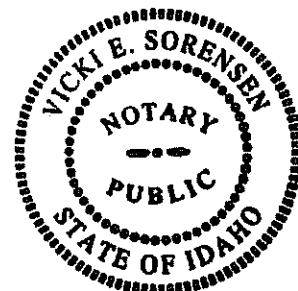


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 5, Block 1 of Intrepid Subdivision, according to the official plat thereof, filed in Book 92 of Plats at Pages 10991 and 10992, Official Records of Ada County, Idaho.

EXHIBIT B
LEGAL DESCRIPTION OF COMMON AREA

Lot 2, Block 1 of Intrepid Subdivision, according to the official plat thereof, filed in Book 92 of Plats at Pages 10991 and 10992, Official Records of Ada County, Idaho.

**EXHIBIT C
INTREPID SUBDIVISION FINAL PLAT**

EXHIBIT D
RECOMMENDED LANDSCAPE STANDARDS FOR TREE CARE

**RECOMMENDED LANDSCAPE STANDARDS FOR TREE CARE ON
COMMERCIAL PROPERTIES**

**CITY OF BOISE PARKS & RECREATION - COMMUNITY FORESTRY UNIT
and the
BUILDING OWNERS & MANAGERS ASSOCIATION OF
IDAHO'S TREASURE VALLEY (BOMA/TV)**

The following are standards compiled, recommended and endorsed by the Building Owners & Managers Association of Idaho's Treasure Valley, Inc. (BOMA/TV) and the Boise Community Forestry Unit (CFU). These standards are suggested for the improvement in the level of care trees receive, on commercially managed properties, through an accepted standard of maintenance practice. These standards are also intended to serve as a guide for property owners and managers when drafting performance standards in landscape vendor contracts.

I.

DEFINITIONS

- ANSI A300 1995 - Basic standards of performance promulgated by the American National Standards Institute for persons engaged in the maintenance of trees, shrubs and other woody plants (trees with a single stem/trunk, having definite crown). It is recommended that these standards be included in all landscape vendor contract agreements.
- ANSI Z133.1 - Safety standards with regard to utility lines promulgated by the American National Standards Institute.
- ISA Certified - An arborist certified by the International Society of Arboriculture as having
Arborist passed an educational program intended to improve the technical competency of personnel in the tree care industry.

II.

**ASSUMPTIONS MADE IN
PREPARATION OF THESE STANDARDS**

Public safety is paramount.

Dead, diseased and structurally unsound limbs should be removed, especially when these limbs threaten life and property.

Trees and shrubs that obstruct views of pedestrians, vehicular traffic and traffic control devices shall be maintained according to city, county and state regulations.

All pruning should be done so as to keep the detrimental impact to the tree to a minimum, using the latest ANSI A300 1995 and ISA approved methods and performed in accordance with applicable city ordinances. (See Section IV.)

Topping, heading, rounding over and other forms of extreme pruning are detrimental to a tree's health and should not be done. (See Section IV.)

A qualified arborist (such as an ISA Certified Arborist) should be hired or consulted for the pruning and maintenance of trees on private property.

For public rights of way, an ISA certified arborist must be hired or a permit must be issued through the CFU. (See Section IV.)

III.

RECOMMENDED STANDARDS

ANNUAL INSPECTIONS

An annual inspection of all trees should be done to determine pruning and/or other maintenance needs. Typically, the best time to prune is during the dormant months of Winter.

REASONS TO PRUNE

Pruning is the selective removal of branches. There should be a reason to prune before any pruning cut is made. The reasons to prune may include, but are not limited to, reducing public safety hazards, traffic sign clearance, view pruning, training young trees, or satisfying a specific need, such as improving tree health and structure, removing diseased, dead, dying, decayed, weak, interfering or obstructing branches, and thinning to lessen wind resistance.

The ANSI A300-1995 Standards are the accepted industry standards for pruning and particularly apply in the situations mentioned above. When tree climbing is involved or when it is necessary to remove large branches, lower the height of a tree, or use extension ladders, such should be done by a qualified arborist (such as an ISA Certified Arborist) who is licensed, adequately insured and has the proper equipment to do this specialized work.

UTILITY PRUNING

A Qualified line clearance tree trimmer should be assigned to prune branches within ten feet of any utility lines, in accordance with ANSI 7.133.1 safety standards and OSHA.

PRUNING PRACTICES

ANSI A300-1995 standards should be consulted for proper pruning practices. Using proper pruning equipment and following good pruning techniques will help insure a healthier, longer life span for trees. For example, disinfecting tools often with a diluted solution of alcohol will help prevent the spread of disease.

PRUNING YOUNG TREES

To create stronger, healthier trees, it is important to start pruning when the trees are young. Waiting until later will result in lower quality trees and increased pruning expenses. A long-range pruning maintenance plan should be scheduled for trees when they are newly planted. In particular, pruning during the first 15 years will greatly improve appearance, structure and overall strength. Below is a partial schedule to consider:

Planting year

No pruning except to remove dead, broken and split branches. Retain as much leaf surface as possible.

During the first three years after planting

A strong scaffold branch structure should be developed by selecting the primary scaffold branches. To improve the scaffold structure, remove branches that are crossing, have included bark, or interfere with scaffold branches. Scaffold branches should be properly spaced. For deciduous Class II shade trees, the recommended spacing between scaffold branches is approximately 18". For Class I trees, 6-8" is adequate. (Refer to the Boise Parks & Rec. Tree Selection Guide under References.)

Between four and six years after planting

Continue developing a sound scaffold branch system by selective thinning and removing dead, interfering, split and broken branches. Large branches with narrow angles of attachment should be removed from the trunk or canopy. (Refer to the Tree City USA bulletin # 1 under References) Lower branches should be pruned (crown raising), so as not to interfere with human needs where appropriate.

Mature years

Hire a qualified arborist (such as an ISA Certified Arborist) to do pruning work as required.

TREE WELL MAINTENANCE

Mowing and Edging

Do not mow or edge within three feet of the tree trunk. Do not scalp the surface roots with mower blades or weed whippers. Maintain tree wells to a minimum of 3' radius around the base.

Dethatching and Aeration

No contact should be made to the tree trunk or working inside the drip line, when dethatching/aerating lawn areas.

Mulching and Tree Bed Maintenance

Mulch to a depth of 4-6" with bark chips or coarsely shredded material. Finely ground bark should not be used. Keep mulch away from tree trunks. Use of mulch reduces weed growth. Only if necessary, use weed barriers that allow for passage of air and water. Nonporous plastic, such as visqueen, should not be used to cover planter beds.

Existing Trees in Tree Wells

Do not disturb the soil (grading, digging, trenching, tilling) within the root zone. (Refer to the Tree City USA bulletin #38 under References.) When roots larger than 1/2" must be cut, make a clean cut with a sharp blade. Do not tear or shred roots.

If heavy machinery is used near trees, a physical barrier 48" min. should be placed to protect the root zone. No equipment, vehicles, building materials, chemicals, stockpiles should be placed inside these barriers. Maintain irrigation during construction.

IPM (INTEGRATED PEST MANAGEMENT) PROGRAM

An IPM Program should be developed and followed. In creating such a program, the following should be considered:

Fertilizer Application

Generally, it is not necessary to fertilize trees if they are making satisfactory growth. The unnecessary application of nitrogen can increase tree growth requiring more pruning. Trees will absorb the applications of lawn fertilizers and should not need additional applications.

Herbicide Application

Broadleaf herbicides can cause extensive damage to tree roots. For best results, do not broadcast within the root zone. Rather, use a spot spray within the root zone and apply directly to weeds where tree roots are prominent.

Fungicide & Insecticide Application

Caution is required when applying preventative treatments of fungicide and insecticide applications. A healthy tree will ward off many pests. Consider a pest tolerance level that is acceptable before deciding to use any kind of preventative treatment. Proper watering, mulching and timely pruning practices will aid in overall tree vigor, preventing most pest attacks.

STAKING

When planting trees, stake only when absolutely necessary and remove as soon as possible (within one year). If stable, remove all stakes on existing trees. No wires should touch the tree.

SOD INSTALLATION/REMOVAL

Avoid placing or removing sod within three feet of tree trunks to help prevent mower or weed whipper damage.

TREE HARDWARE/CHRISTMAS LIGHTS

Remove all temporary attachments, such as Christmas tree lights, wire, ropes, nails, etc. These objects will injure and girdle (strangle) the tree.

IV.

GOVERNMENTAL AUTHORITY

Chapter 16 (Trees and Shrubbery) of Title 9 (Public Ways and Property) Sections 1-19 of the Boise City Code should be consulted to determine applicability. For example, Section 9-16-5 requires a permit to plant a tree within five (5) feet of any street. Section 9-16-7C prohibits any tree within two (2) feet of a sidewalk (subject to variance). Section 9-16-8A requires a permit to remove any tree from any street, subject to Section 9-16-9, which deals with the removal of dead or diseased trees. The following Section 9-16-11 specifically deals with pruning:

9-16-11: PRUNING TREES:

- A. Every owner, agent, tenant or occupant of any property shall prune all shade trees, and shall prune and remove all parts of dead or diseased limbs of trees, in front of the property owned or occupied by him, overhanging the sidewalks, street or alley so that the branches thereof will not interfere with pedestrians or public travel, or constitute a hazard.
- B. In the case of trees on the public rights-of-way, the owner, agent, tenant or occupant has the option of:
 - 1. Doing the work himself, subject to permit and supervision by the Forester; or
 - 2. Hiring a tree firm licensed by the City to do the work.

Section 9-16-12 provides that it is a public nuisance to fail to prune trees causing a public safety hazard. Section 9-16-19 sets forth that any person violating Chapter 16 may be found guilty of a misdemeanor.

Chapter 7 (Application Requirements and Procedures) of Title 11 (Zoning) of the Boise City Code should also be consulted to determine applicability. In certain overlay zoning districts, special rules apply. For example, Sections 11-07-3.1 and 11-07-3.2 provide the criteria for reviewing any application for a permit to make a visible exterior improvement to a site, building, or structure. Such exterior improvement includes trees and tree maintenance. Furthermore, there are standard conditions of approval for the permit. For example, all landscaping areas shall be provided with an underground irrigation system; all landscape areas with shrubs shall have an approved mulch such as bark or soil aid; and an approved protective curbing shall enclose all landscape areas where they are adjacent to

the parking areas or driveways. (Refer to Guide Book on Design Review under References) Once a permit under this chapter is issued, any changes to the exterior improvement require approval.

V.

REFERENCES

Tree, shrub and other woody plant maintenance, ANSI #A300-1995, New York, NY. 1995. Secretariat, National Arborist Assoc.

Tree City USA Bulletins #1 and #38. The National Arbor Day Foundation, Nebraska City, NE. James R. Fazio, Editor.

Tree-Planting Guidelines, International Society of Arboriculture, Savoy, IL. 1995.

Tree Selection Guide, Boise Parks & Recreation's Urban Forestry Unit, City Printing Services, 1995.

Guide Book on Design Review located at Boise City Planning, Zoning Division, free.

Boise City Ordinance.

OSHA 1910.269, 1910.331-335.

VI.

MATERIALS AVAILABLE FOR PURCHASE

Tree Selection Guide, Boise Parks & Recreation, 1104 Royal Blvd. Boise, ID 83706, 8:00am to 5pm M-F. \$6.50 (including tax). Call 384-4083 for more information.

Tree City USA Bulletins. The National Arbor Day Foundation 100 Arbor Avenue, Nebraska City, NE 68410 (402) 474-5655. \$.25 each.

ANSI #A300-1995, 11 West 42nd Street, New York, New York 10036. (212) 642-4900. \$20.00 each.

VII.

HOW TO BECOME ISA CERTIFIED

Call the Boise Parks & Recreation's Community Forestry Unit at 384-4083 for information.

International Society of Arboriculture, Box GG Savoy, IL. 61874-89902, (217) 355-9411.

EXHIBIT E
STORM WATER MANAGEMENT SYSTEM O&M MANUAL

TREASURE VALLEY ENGINEERS



**STORM WATER MANAGEMENT SYSTEM
O&M MANUAL**

for the

Intrepid Subdivision
3614 N. North Street
Boise, Idaho

Prepared for

Tamura & Associates
499 Main St.
Boise, Idaho 83702

and

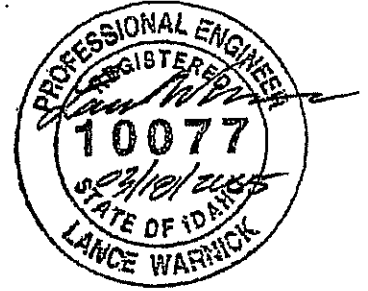
CITY OF BOISE PUBLIC WORKS DEPARTMENT
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500

by

Lance Warnick, P.E.

TREASURE VALLEY ENGINEERS





**STORM WATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN**

**INTREPID SUBDIVISION
3614 N. NORTH STREET
BOISE, IDAHO 83703 Zip**

The Storm Water Operation and Maintenance Plan (O&M Plan) for the Intrepid Subdivision includes the following components:

- Site Plan and Design Plans
- System Description
- Inspection frequency
- Safety information
- Industrial Operations Best Management Practices
- Scope of work
- Inspection and Maintenance Forms

1. Site Plan and Design Plans

The attached Title Sheet and Site Grading and Drainage Plan, provide specific materials specifications for the storm water management system.

2. System Description

The storm water management system for the Intrepid Subdivision consists of grass lined infiltration swales that are used to store storm water collected from the impervious surfaces of the site until it can infiltrate into the subsurface. One of the Swales (Swale #1) will be used to collect storm water from ACHD right-of-way in North Street. The other three swales will be used for water from the site.. Water is directed to the swales through catch basins and storm drain pipes. Storm water from North Street passes through a 1000 gallon sand/oil trap. The location of the infiltration swales and catch basins are shown on the Site Grading and Drainage Plan (Sheet C-3).

3. Inspection Frequency

A complete and thorough system inspection using the attached Inspection and Maintenance Forms shall be done in April and September and after any storm event that produces more that 0.5 inches of rainfall.

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*Treasure Valley Engineers, Inc.
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The catch basins represent the area of lowest elevation in the parking area and access drive and should be inspected after each storm event to ensure that storm water is not ponding and that the system is functioning properly. The landscaped swales should be inspected at least twice each month from March to October in ensure that sediment or debris are not accumulating in the swale.

4. Safety Information

The following safety information is provided to inform and protect the personnel who will be performing inspections or maintenance work on the system.

A. Inspections

The inspector shall always remember that safety is the first priority. The inspector should have the proper safety equipment (e.g., heavy boots, gloves, boots, first aid kits) and be properly trained before conducting any inspection. If the inspection reveals any safety problem, then site activities may need to be modified to reduce or eliminate that risk. The following is a list of safety precautions the inspector should be aware of when conducting the storm water system inspection:

- Never enter a confined space unless you have proper OSHA safety training. Do not enter any confined space unless the atmosphere has been checked and proper safety equipment is work and/or erected. Avoid entering pipes, conduits, or catch basins, without another individual present. If the structural integrity of a pipe, conduit, or catch basin is in question, then you should not enter the structure at all.
- Check the ventilation in the storm water system before using any type of ignitable materials. Some storm water systems may be sealed and have poor ventilation, posing a safety risk to the inspector if the vapor comes in contact with an open flame. Also, be sure to allow the storm water system to vent for a period of time if any peculiar odor is present.
- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves will reduce the risk of getting cuts and abrasions as well as reducing the risk of exposure of pollutants to the skin.
- Check the depth of water in the system before you take a step into the water. The water may be deeper than you think or there may be steep slopes below the water line.

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- Be aware that nails, broken glass or other sharp debris may be present in the storm water system and can cause injury. Wearing the proper safety clothing will reduce the safety risk associated with coming in contact with these objects.
- Look where you walk. Holes from rodents such as gophers may be present in or around the swale. Some holes may be partially covered and not easily seen at first glance. Watching where you step will help you avoid an accident.

B. Maintenance

All maintenance work shall be done in accordance with OSHA regulations. All maintenance personnel shall always remember that safety is the first priority. Maintenance personnel should have the proper safety equipment (e.g., heavy boots, gloves, boots, first aid kits) and be properly trained before conducting any maintenance work. The following is a list of safety precautions maintenance personnel should be aware of when performing maintenance on the storm water system:

- Operate equipment safely and in accordance with manufacturer's specifications. Equipment operators should be aware of site personnel at all times to avoid causing injury to others.
- Contact utility companies before beginning to excavate any site since underground utilities may be present. Cover or clearly mark excavated areas that cannot be filled by the end of the day in order to alert site employees and visitors of the potential risk. Also, be aware of overhead utilities (e.g., electrical wires, cable, telephone) that could come into contact with maintenance equipment.
- Identify where you will dispose of removed sediment or wastes prior to cleaning the storm water system. Use shovels, trowels, or a high-suction vacuum to remove wastes. *Do not clean out sediment or waste with bare hands since it may be hazardous.* Place the sediment or waste in an area where it cannot be washed into a storm drain or water body.
- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves will reduce the risk of getting cuts and abrasions as well as reducing the risk of exposure of pollutants to the skin.
- Take caution when maintaining the side slopes of infiltration swales due to the possible danger of equipment tipping over and potentially causing injury.

5. Industrial Operations Best Management Practices

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The following industrial operations best management practices (BMP's) will help keep pollutants out of the storm water runoff:

- North Street (public) and Intrepid Lane (private) parking lot shall be swept by a vacuum street sweeper at least twice each year.
- Landscaping chemicals, such as fertilizers and pesticides shall be used in accordance with the manufacturer's recommendations.
- Dirt, leaves, grass clippings, and other materials shall be kept out of the parking lot in order to avoid clogging the storm drains or reduce the infiltration rate of the swales.
- The landscaped area of the site shall be regularly maintained in order to keep the bottom of the swale free from debris.

6. Scope of Work

Swale #1 which collects and stores storm water from the public right-of-way (North Street) will be managed by ACHD. For the other three swales, the property's Homeowner's Association shall be responsible for coordinating inspection and maintenance of the storm water management system for this site. Typical maintenance of the catch basins involves the clean out of the sediments and debris that have accumulated during the past six months or as needed based on past inspection results. The Association will also coordinate typical maintenance of the infiltration swales, which will include the seasonal activities associated with landscaping (e.g., pruning plants, removing sediment). Any non-routine maintenance that is required due to a large storm event or system failure will be contracted out and all inspection and maintenance activities shall be filed immediately upon completion of the task.

The Homeowner's Association is responsible for ensuring that the maintenance wastes are properly disposed of in compliance with federal, state, and local laws. They will also be responsible for removing and disposing of all debris associated with landscaping activities for the site.

The Homeowner's Association will track the time and money spent performing inspection and maintenance activities as well as tracking materials and rental costs so that the Storm Water O&M budget can be accurately estimated for the next fiscal year. They will also be responsible for keeping and maintaining the onsite Storm Water O&M file and arranging to have the O&M Manual updated as required.

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Inspection and Maintenance Forms

OM-1 Minimizing Directly Connected Impervious Areas (DCIAs)

Stormwater system feature	✓	Are any of these conditions present	Problem	Recommendation
Landscaped or natural area		sediment accumulation exceeds 2" in depth	sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.
		grass becomes excessively tall or weeds invade the area	tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment. Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems.
		trash and debris are present	trash and debris accumulation	Remove waste and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.
		erosion or scouring is evident	excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present.

OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly.
			pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.
inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information

OM-9 Catch Basins

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General	✓	yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
	✓	frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
	✓	propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
	✓	top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
	✓	corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
	✓	catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
	✓	catch basin has settle more than 1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
	✓	grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes	✓	trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
	✓	piping has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
	✓	vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

OM-10 Pipes

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	<p>Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method.</p> <p>Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.</p>
		vegetation is impeding water flow	overgrown vegetation	<p>Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method.</p> <p>Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.</p>
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.