

Improvements shall be completed prior to twelve (12) months after commencing construction, which term shall include excavation for foundations but not clearing and grubbing. Lot-driveways which access public or private roads must be paved with concrete prior to occupancy of the residence constructed on such Lot.

8.12 Fill Material. Some of the Lots may contain fill material which may not conform to composition or compaction specifications for foundations. Each Owner assumes complete responsibility for the foundations on its Lot and agrees to locate and compact all fill material, and to excavate, design and provide foundation support in compliance with all code requirements and building standards.

8.13 Mail Boxes. U.S. Mail shall be delivered only at locations specified by the U.S. Postal Service and in boxes conforming to U.S. Postmaster requirements. U.S. Mail boxes shall be provided by the Declarant and installed on a dual-shared post provided by the Declarant, or in a masonry enclosure installed at the Owner's expense adjacent to the driveway apron on the Lot, and, in either case, using a design and location approved by the ARC. No other mail boxes may be erected upon any Lot.

8.14 Front Yard & Driveway Lighting. Lights regulated by photocells shall be installed on each side of a garage. Front yard and driveway lighting shall be optional. If installed, such lighting shall not be on poles but shall be on or in rectangular monuments not more than four feet (4') in height above the Lot grade, designed with colors and materials (either masonry, stucco, stone or siding) matching the front elevation of the residence. In general, light sources should be shielded and directional, and the light source should not be visible from neighboring properties or adjoining streets. Exterior lighting must be regulated by photocells.

8.15 Repetition of Plans. No floor plan or elevation design shall be approved or constructed on any Lot, unless separated by three (3) or more Lots from any floor plan or elevation design which is similar, in the sole discretion and opinion of the ARC, to the proposed floor plan or elevation design.

ARTICLE IX - GENERAL PROVISIONS

9.1 Binding Effect. All present and future Owners, and occupants of Lots and residences constructed thereon, shall be subject to and shall comply with the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of this Declaration by such Owner or occupant, as covenants running with the land; and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease of said Lot or residence. Failure to comply with this Declaration shall be grounds for an action by the Association or any aggrieved Owner to recover sums due for damages, injunctive relief, or both, plus costs and attorney fees awarded by the court, both at trial and on appeal. All lessees, invitees, contractors, family members, and other persons entering upon any Lot under the rights

of an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot, Building and Improvements. The Owner shall be responsible for regulating such compliance, and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such failure had been committed by the Owner.

9.2 Enforcement. The Association and each Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any Owner who violates or attempts to violate any of the provisions of this Declaration, either to prevent such violation, to recover damages sustained by reason thereof, or both. No such proceedings shall be instituted until the violation, or attempted violation, has continued for at least thirty (30) days after written demand for compliance is made upon the offending Owner, specifying in reasonable detail the nature of the violation or attempted violation. Failure by any Owner or the Association to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

9.3 Limitation of Liability. Neither Declarant, nor any officer, member, agent or employee of Declarant, shall be liable to any Owner on account of any act or failure to act in performing Declarant's obligations or pursuing Declarant's rights hereunder.

9.4 Indemnification. The Association shall indemnify, defend and hold harmless the Declarant, its officers, members, agents and employees, and each officer and director of the Association, from and against any and all liabilities, costs, demands, proceedings, damages, claims, judgments, deficiencies, attorney fees and costs resulting from the indemnitees' activities on behalf of the Association done in good faith, and within what the indemnitees reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities resulting from any error of judgment, acts or omissions, unless caused by willful or reckless misconduct.

9.5 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date upon which this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each. This Declaration may not be amended, modified or terminated except by an instrument signed by the Owners of a simple majority of those Owners of Lots in attendance and entitled to vote at the meeting when such amendment, modification or termination is approved, as provided in Paragraph 4.2 of this Declaration. No amendment of this Declaration shall be effective until the amendment or a memorandum thereof is filed for record with the Ada County Recorder.

9.6 Attorney Fees. Should any suit or action be instituted by the Association or any Owner to enforce or interpret any of the reservations, conditions, agreements, covenants and restrictions contained in this Declaration, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith, including any appeal.

9.7 Severability. Should any provision of this Declaration be unenforceable or illegal, the remainder shall remain in full force and effect and be enforced according to its terms.

9.8 Notices. Any notice required or permitted by this Declaration shall be in writing and shall be deemed to have been properly given when: (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified, return receipt requested; addressed as provided in the records of the Ada County assessor for mailing tax invoices to the Owner being notified; and addressed to the Declarant as follows:

Kingsbridge Properties, L.L.C.
C/o Vision First, L.L.C.
661 South Rivershore Lane, Suite 120
Eagle, ID 83616

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

DECLARANT:
Kingsbridge Properties L.L.C.
An Idaho limited liability company

By: _____
Greg A. Hemstreet, Member

By: **Vision First L.L.C.**,
a Washington limited liability
company, Managing Member

By: _____
Randal S. Clarno,
Managing Member

JAE-D Acres, Inc., an Idaho corporation

By: _____
Randal S. Clarno, President