

FILED FOR RECORD AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Kingsbridge Properties, L.L.C.  
C/o Kenneth M. Elliott, Legal Counsel  
661 South Rivershore Lane, Suite 120  
Eagle, ID 83616  
Telephone (208) 938-4655  
VFKingsbridgeCC&Rs 3/1/2006 6:21 PM

**MASTER DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR KINGSBRIDGE**

**Declarant: Kingsbridge Properties L.L.C.,  
An Idaho Limited Liability Company, and  
  
JAE-D Acres, Inc., an Idaho corporation**

Abbreviated Legal Description: Lot 11, Block 2, of DARTMOOR Subdivision, according to the Plat thereof, filed for record on March 3, 1994, in Book 64 of Plats, at Pages 6539 and 6541, Official Records of Ada County, Idaho; together with a portion of the North Half of the NW ¼ of the SW ¼ of Section 28, all in Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, comprised of 76.58 ± acres.

Assessor's Tax Parcels: R1734560120, S1128325515, and \_\_\_\_\_

This Master Declaration of Covenants, Conditions and Restrictions for Kingsbridge (this “**Declaration**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2006, by **Kingsbridge Properties L.L.C.**, an Idaho limited liability company, and **JAE-D Acres, Inc.**, an Idaho corporation (collectively, the “**Declarant**”).

**ARTICLE I - RECITALS**

**WHEREAS**, Declarant is the owner of the parcels of real property described as **KINGSBRIDGE**, a subdivision located south of Victory Road on the east side of Eagle Road, south and east of the Dartmoor Subdivision, in the County of Ada, according to the plat or plats thereof filed for record in Book \_\_\_\_\_ of Plats, at Page \_\_\_\_\_, Official Records of Ada County, Idaho, and comprised of 124 single-family residential lots and 35 common ownership lots (the “**Property**”).

**WHEREAS**, Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners (the “**Development Plan**”). The Development Plan, in general, provides for the development of the Property in separate building lots for residential, common area and community use, in accordance with the applicable

ordinances of Ada County and the City of Meridian, Idaho. A copy of the Development Plan is attached hereto as **Exhibit “A”** and made a part hereof.

**NOW, THEREFORE,** Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall bind all parties having or acquiring any right, title or interest in the Property or any lot or portion thereof, and shall inure to the benefit of each such party.

## ARTICLE II - DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

**2.1 Architectural Review Committee.** The phrase “Architectural Review Committee” is defined in Paragraph 8.1 of this Declaration.

**2.2 Association.** An organization formed by Declarant in accordance with Paragraph 4.1 of this Declaration, to operate and maintain the Common Lots that lie within the boundaries of Kingsbridge, to levy and collect assessments from the Owners to defray the costs of such operation and maintenance, and to perform any other duties as provided in this Declaration or in the Articles of Incorporation for the Kingsbridge Homeowners' Association.

**2.3 Building.** A structure constructed on or affixed to a Lot, on a temporary or permanent basis, and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

**2.4 Building Envelope.** As to each Lot, the area within which all construction must be contained, as designated on the Plat, and in compliance with City of Meridian zoning and building codes.

**2.5 Common Lots.** The parcels described as Lots 8, 9, 13 and 16, Block 1; Lot 1, Block 2; Lots 1, 11, 12, 15, 16, 17 and 25, Block 3; Lot 1, Block 4; Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; and Lot 1, Block 11 **KINGSBRIDGE SUBDIVISION**, Phase 1, according to the Plat thereof filed for record on \_\_\_\_\_, 2006, as Plat No. \_\_\_\_\_, in the Official Records of Ada County, Idaho.

**2.6 Declarant.** **Kingsbridge Properties L.L.C.**, an Idaho limited liability company, and **JAE-D Acres, Inc.**, an Idaho corporation, and any successor of either to whom Class B voting rights are transferred pursuant to Paragraph 4.2(b) of this Declaration.

**2.7 Declaration.** This Master Declaration of Conditions, Covenants and Restrictions and any amendment hereto which is duly adopted pursuant to Paragraph 9.5 of this Master Declaration and filed in the Official Records of Ada County, Idaho.

**2.8 Development.** The work to be undertaken and performed by Declarant resulting in the improvement of Kingsbridge, including landscaping, lighting, irrigation, construction of roadways, sidewalks, utility services, amenities, and other improvements, as elected by Declarant.

**2.9 Improvements.** All structures and appurtenances thereto of all kinds and types, including, but not limited to, Buildings as defined in Paragraph 2.3 hereof, roads, driveways, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally in the interior of a Building and cannot be readily observed when outside thereof.

**2.10 Lot.** Any portion or combination of the Property so designated on the Plat or otherwise by the governing authorities as a separate legal lot for building purposes.

**2.11 Mortgage.** Any mortgage, deed of trust or other hypothecation of one or more Lots or any interest therein, located in Kingsbridge, to secure performance of an Owner's obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a first position lien created by a purchase money mortgage or deed of trust granted by the Owner of a Lot.

**2.12 Owner.** The record owner or owners of a fee simple interest in any Lot, including contract purchasers but excluding those holding such interest merely as a security for the performance of an obligation, but including a mortgagee holding a first position Mortgage, provided said mortgagee is in actual possession of a Lot following foreclosure of its Mortgage, and any person taking title through said mortgagee by purchase at a foreclosure sale. The term "Owner" includes the Declarant as to any portion of the Property owned by the Declarant.

**2.13 Plat.** A final subdivision plat covering all or any portion of the Property in Kingsbridge, and filed for record in the Official Records of Ada County, Idaho, as the same may be amended by duly adopted and recorded amendments thereto.

**2.14 Property.** The parcel or parcels of real property described as **Block 1**, Lots 1 through 31; **Block 2**, Lots 1 through 47; **Block 3**, Lots 1 through 5; **Block 4**, Lots 1 through 5; **Block 5**, Lots 1 through 6; **Block 6**, Lots 1 through 25; **Block 7**, Lots 1 through 8; **Block 8**, Lots 1 through 16; **Block 9**, Lots 1 through 4; **Block 10**, Lot 1; **Block 11**, Lot 1; **Block 12**, Lot 1; **Block 13**, Lot 1; **Block 14**, Lot 1; **Block 15**, Lot 1; **Block 16**, Lot 1; **Block 17**, Lot 1; **Block 18**, Lot 1; **Block 19**, Lot 1; **Block 20**, Lot 1; and **Block 21**, Lot 1; **KINGSBRIDGE**, according to one or more Plats thereof filed for record in the Official Records of Ada County, Idaho.

**2.15 Residential Lot.** A Lot for which the use shall be a single-family residence and uses incidental thereto, subject to the provisions, terms and conditions of this Declaration.

## ARTICLE III - MASTER PLAN

**3.1 Incorporation by Reference.** The following documents are incorporated by reference herein: the Plat or Plats of Kingsbridge and the Final Order of Annexation, Rezoning and Preliminary Plat approval adopted by the City of Meridian.

**3.2 Consistency.** In case of any inconsistency between this Declaration and the Plat, the Plat shall control.

**3.3 Conveyance of Common Lots.** Concurrent with recording the final plat for any phase within the Property, or any phase subsequently added to this Declaration, the Declarant shall convey all Common Lots within such phase to the Association. If, at the time the final plat is recorded for any phase, the Declarant owns any of the Lots within said phase, then the Declarant shall reconvey all of said Common Lots to the Association immediately upon conveyance, by the Declarant, of the last Lot within said phase. The term "Declarant" shall be deemed to refer to any entity who has acquired Declarant status and Class "B" voting rights under Paragraph 4.2(b) of this Declaration.

**3.4 Reservation of Water Rights.** Declarant reserves to itself, with respect to all Property now subject to or subsequently added to this Declaration, all appurtenant entitlements to water, including, but not limited to, Declarant's right, title and interest in and to all licensed water rights, decreed water rights, claims to water rights, water right permits and applications for water rights.

### **3.5 Use and Maintenance of Common Lots.**

**3.5.1 Use of Common Lots.** Common Lots may not be further divided nor used for purposes other than landscaping, open space, storm drainage, irrigation canals, pipes and drains, and private parks. The Association may not convey or otherwise divest itself of fee title to any Common Lots.

**3.5.2 Maintenance by Association.** The Association shall maintain the Common Lots, at all times, in a visually appealing and weed-free condition; provided, however, those portions of the Common Lots designated on the final map as "irrigation canal easement" or "irrigation drain easement" shall be used and maintained only as provided in the easements or in applicable sections of the Ada County Code and other governing regulations. Any dead or diseased vegetation shall be replaced with like vegetation as soon as reasonably practicable. Any and all signs, equipment and improvements located within Common Lots shall be repaired or replaced as necessary, and shall be, at all times, maintained in a functional, safe and aesthetically pleasing condition. A budget for maintenance of Common Lots is included in **Exhibit "B"** annexed hereto. Said budget shall not be reduced to amounts less than sufficient to perform the obligations provided in this Article III, and in no event less than provided in Exhibit "B."

**3.5.3 Weed Eradication Program.** Declarant shall implement a weed eradication and maintenance program on Lot 9 Block 1 and Lot 17 Block 2, concurrent with

construction of the Phase of Kingsbridge that abuts each Lot. For example, the weed eradication program on Lot 9 shall be implemented concurrent with construction of Phase 1. The portion of Lot 17 that abuts Phase 2 shall have the weed eradication and maintenance program implemented concurrent with construction of Phase 2, and the portion of Lot 17 that abuts Phase 3 shall have the weed eradication and maintenance program implemented concurrent with construction of Phase 3. Effective upon the Association's succession to the powers, rights and responsibilities of the Declarant under this Declaration, as described in Section 4.1, the Association shall assume the obligation to maintain the weed eradication program, as part of its Common Lots maintenance obligations described in Section 3.5.2.

**3.6 Regulatory Approval.** Notwithstanding anything to the contrary contained in this Declaration, this Article III may only be amended in compliance with Section 9.5 hereof and with written approval from the City of Meridian, or succeeding regulatory agency, if the applicable regulations governing such amendment require such written approval. Requests for such approval shall take the form of an application for subdivision, partition, plat amendment, or post-decision review, as deemed appropriate by the regulatory agency.

**3.7 Notice to Owners Regarding Pressure Irrigation Systems.** Water from the pressure irrigation system on the Property is unfit for human consumption. It contains untreated surface water which may contain disease-causing organisms and/or other contaminants. If you drink this water it is likely that it will make you sick and, while less likely, it is possible that the illness will result in your death or permanent disability. Surface water can also contain agricultural chemicals that can be hazardous to your health. **DO NOT UNDER ANY CIRCUMSTANCES DRINK WATER FROM THE PRESSURE IRRIGATION SYSTEM.** Owners should ensure that all irrigation water faucets and risers on their Lot are adequately marked. Do not remove tags or other warning markings from the pressure irrigation risers. If you should find a riser that is unmarked, please refer to the Southwest District Health Department for information on the type of warning that must be used. Owners should also satisfy themselves that no cross connections between the potable water system and the pressure irrigation system were made by the previous Owner. Never interconnect your drinking water and pressure irrigation systems. If you have any questions or concerns about the pressure irrigation system in Kingsbridge, please contact your local district health department or the department of environmental quality at the numbers listed below:

Southwest District Health Department (208) 455-5400  
Department of Environmental Quality (208) 373-0550

#### **ARTICLE IV - HOMEOWNERS' ASSOCIATION**

**4.1 Formation.** The Declarant hereby declares the formation of a homeowners' association named Kingsbridge Homeowners' Association (the "**Association**") consisting of all Owners. Upon the sale of all Lots owned by the Declarant, or at such earlier time as determined by the Declarant, the Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Membership in the Association may not be transferred, pledged or

alienated in any way except upon the sale of a Lot, at which time the membership and voting right shall be assigned automatically to the purchaser of such Lot.

**4.2 Voting Rights.** The Association shall be comprised of two classes of voting rights, defined as follows:

(a) **Class "A":** Each Lot shall include one (1) Class A voting right. After the expiration of all Class B voting rights, or at such earlier time as determined by the Declarant, each Owner who has paid current all assessments against all of his or her Lots shall have the right to cast one (1) vote for each Lot owned by said Owner in all matters for which a vote is called by the Association and, except as otherwise provided in this Declaration, the Association shall be governed by the vote of a simple majority of Owners. The percentage or majority vote of the Owners shall be determined as a percentage or majority of the number of Lots, regardless of any common ownership thereof. Owners may vote only in person or by signed proxy. In any case in which two or more persons share in the ownership of a Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be joint and several, and any act or consent of one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, then any such person may deliver written notice of such disagreement to the Association, and such vote or right of consent shall be disregarded completely in determining the portion or number of votes cast in the matter for which such notice is given.

(b) **Class "B":** The Declarant shall own one (1) Class B voting right for each Lot owned by the Declarant. Until the expiration of all Class B voting rights, all decisions of the Association shall be made solely by the Declarant. Each Class B voting right shall expire upon the conveyance of the Lot to which it attaches; provided, however, the Declarant may, in Declarant's sole discretion, transfer Class B voting rights to any person or entity that acquires any portion of Declarant's interest in the Property. Upon any such transfer, the transferee shall be deemed the Declarant hereunder, and shall succeed to all rights and shall assume all liabilities of the Declarant pertaining to the Property, arising under this Declaration or otherwise.

**4.3 Initial Meeting and Election of Officers.** The general membership of the Association shall meet within ninety (90) days after the expiration of all Class B voting rights and, at that time, shall elect a president, vice president, secretary, treasurer, and Architectural Review Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership. The president, vice president, secretary, treasurer, and members of the Architectural Review Committee shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served. The president shall schedule and preside at all meetings of the Association unless unavailable, in which case the vice president shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Association as provided in Paragraph 4.6 of this Declaration, and shall prepare, preserve and maintain written minutes of all actions taken by the Association as provided in Paragraph 4.7 of this Declaration. The treasurer shall deposit all funds belonging to

the Association in interest bearing savings accounts or short-term certificates of deposit, and shall keep and maintain books of account detailing all receipts and expenditures of the Association, as specified in Paragraph 4.7 of this Declaration. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with any other funds.

**4.4 Annual Meetings.** The general membership of the Association shall meet each year on February 1<sup>st</sup> or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Association shall be open to all Owners and their authorized agents or proxies. At each annual meeting, the treasurer shall present a report of the financial affairs of the Association, including without limitation: (i) the balance of funds at the beginning of the prior year, (ii) all funds collected or received during the prior year, (iii) designation by depository institution, account number and ending balance, all accounts into which said funds were deposited, (iv) all expenses and costs paid during the prior year, and (v) the balance of funds at the end of the prior year. At the close of each annual meeting, the Owners who have paid current all assessments against their Lots shall elect a president, vice president, secretary, treasurer, and members of the Architectural Review Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership.

**4.5 Special Meetings.** Special meetings of the Association may be called by the president, or by Owners holding ten percent (10%) of the votes which are then exercisable in the Association, in order to discuss issues of importance to the Association and Owners. Special meetings of the Association shall be open to all Owners of record and their authorized agents.

**4.6 Notice of Meetings.** Not less than thirty (30) days nor more than sixty (60) days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the residential mailing address of each Owner, or to any other mailing address designated in writing by an Owner. The notice of each meeting shall state the time and place of the meeting and the business to be placed on the agenda for a vote by the owners, including the general nature of any proposed amendment to this Declaration, and any budget or changes in previously approved budgets that result in a change in assessment obligations.

**4.7 Records of the Association.** The secretary shall keep minutes of all actions taken by the Association, including the number of Owners voting for and against each such action. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders of mortgages on the Lots, and their respective authorized agents, upon advance written notice, at reasonable times and reasonable locations within the Property. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. The treasurer shall prepare and publish financial records, on a calendar-year basis, in sufficient detail to enable the Association to fully declare to each Owner the true statement of its financial status, and shall provide a copy thereof to the secretary of the Association prior to February 1 of each calendar year. All financial and other records of the Association, including but not limited to

checks, bank records, and invoices, in whatever form, are the property of the Association. Each treasurer shall turn over all original books and records to the Association immediately upon termination of office, or upon demand made by a majority of the Owners. Treasurers shall be entitled to keep copies of Association records made during their tenure, and all records which a past treasurer has turned over to the Association shall be made reasonably available for the examination and copying by each new treasurer.

## **ARTICLE V - ASSESSMENTS**

**5.1 General Assessments.** General assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners, including, without limitation, the maintenance of the Common Lots as provided in Article III of this Declaration. There shall be no expenditure of funds belonging to the Association except: (a) as provided in this Article V, or (b) upon the concurrence of a simple majority of those Owners of Lots in attendance and entitled to vote at the meeting when such expenditure is approved.

**5.2 Special Assessments.** In addition to regular general assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, equipment purchase or rental as necessary for the common benefit of the Owners. Any special assessment shall be levied only with the consent of a simple majority of those Owners of Lots in attendance and entitled to vote at the meeting when such special assessment is approved, based upon voting rights as described in Paragraph 4.2 of this Declaration.

**5.3 Rate of Assessments.** The Association shall assess and collect assessments from each Owner, except Declarant, based on the number of Lots owned by each Owner. Assessments shall be divided equally among all Lots and paid by each Owner annually, prior to the later of March 1<sup>st</sup> or thirty (30) days after the date of the Association's Annual Meeting in the year for which they are assessed. The owners of any Lots subsequently added to this Declaration shall be deemed Owners, subject to all rights and obligations under this Declaration, including, without limitation, the payment of regular and special assessments levied hereunder. Assessments not paid when due shall be delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law. The Association may, at its option, publish a list of the names of Owners with delinquent assessments and/or file a lien against any delinquent Lot and foreclose the lien for collection of the delinquent assessment. Initial assessments shall be as specified on Exhibit "B" attached hereto and incorporated herein by reference. Assessments may be increased from time to time as determined by the concurrence of the Owners of a simple majority of those Owners of Lots in attendance and entitled to vote at the meeting when such assessment is increased, as provided in Paragraphs 5.1 and 5.2 of this Declaration.

**5.4 Personal Obligation.** Each assessment, together with interest, costs and reasonable attorney's fees incurred in the collection of said assessment, shall be the personal obligation of the person who was the Owner of the Lot at the time the assessment first became due. Said personal obligation shall not pass to the Owner's successors in interest unless expressly

assumed; provided, however, that all assessments shall be prorated as of the date of closing of the sale of any Lot, and any past due assessments shall be paid to the Association in full from the seller's proceeds at the close of escrow. The Association may take any legal action deemed necessary and prudent to perfect and collect delinquent assessments.

**5.5 Subordination of Lien to Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage properly filed in the Official Records of Ada County. Sale or transfer of any Lot shall not affect the validity or priority of an assessment lien.

## **ARTICLE VI - LOT MAINTENANCE**

**6.1 Maintenance by Owner.** Each Owner shall maintain his or her Lot, Building, Improvements, fixtures and appurtenances, at all times, in a safe, clean, sanitary, and attractive condition, and shall comply with all laws, ordinances and regulations pertaining to the removal of trash and rubbish, and the maintenance of on-site systems for surface and storm water drainage. No noxious, offensive or unsightly conditions shall be permitted upon any Lot, nor shall any condition or act be permitted by any Owner which results in an annoyance or nuisance to other Owners. The maintenance required of each Owner shall include, without limitation, the repair and replacement of sprinkler systems, roofs, gutters, downspouts, exterior building surfaces, walks, driveways, and other exterior Improvements and glass surfaces, including the repainting of painted surfaces. Each Owner shall bear the cost of watering lawns and landscaped areas located on his or her Lot(s), according to schedules set by professional landscapers employed by the Association, and shall not interfere therewith. All repainting or re-staining and exterior remodeling of a Building or Improvement shall be each Owner's responsibility and shall be subject to the provisions of Paragraph 8.6 of this Declaration. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner, and shall be restored as soon as reasonably possible. A Building that is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Any Building, Improvement, equipment, object or condition determined by the Association, in its sole discretion, to be offensive or to create a visual blight within the Property shall be removed, enclosed within a structure approved by the Association or otherwise screened from public view in a manner approved by the Association.

**6.2 Association's Remedies.** In the event that any Owner fails to perform such maintenance and repair, the Association, upon ten (10) days' prior written notice, shall have the right, but not the obligation, to perform the same, and to charge the Owner the reasonable cost thereof. In the event that the Owner shall fail to reimburse the Association for all such costs within ten (10) days after demand, the Association may, at its election, record and foreclose a lien for repayment of such expenditures.

**6.3 Taxes.** Each Owner shall pay when due all real property taxes and special assessments levied against each Lot owned by said Owner.

## **ARTICLE VII - PROHIBITED USES**

**7.1 Purpose.** Each Lot shall be used exclusively for residential purposes (including not more than one (1) auxiliary apartment per Lot in a bonus room over the garage or in another location within the residence, provided the architectural style of the auxiliary apartment shall match the main residence), as permitted by this Declaration and the applicable zoning designation. The operation of home-based sales, services, offices or other commercial enterprises is prohibited in any Building on any Lot. The foregoing restriction shall not, however, be construed in such a manner as to prohibit any Owner from maintaining his or her professional library at his or her personal residence, keeping his or her business and professional records or accounts therein, or handling his or her business or professional telephone calls or correspondence therefrom.

**7.2 Exterior Appearance.** Except as provided in Paragraph 7.14, Owners shall not display, hang, store or use any signs, clothing, clotheslines, sheets, blankets, laundry or other articles visible from any Lot, or any exterior location on or off the Property, except draperies, curtains or shades which have a uniform exterior appearance. Except for holiday lighting displays, Owners shall not display garden statues of gnomes, humans, animals or other characters in the front or side yard. Such statues may be placed in the rear yards, provided they are not visible from the street.

**7.3 Temporary Structures.** No trailer, camper-truck or recreational vehicle (RV), unfinished or temporary structure (including without limitation uncovered foundations, garages, outbuildings, shacks, or tents) shall be used for habitation, either temporary or permanent, on any Lot, street or road.

**7.4 "A-Frame" Residences.** No "A-Frame" residential structure shall be permitted on any Lot.

**7.5 Mobile Homes.** No pre-constructed building, residential or otherwise, may be placed on any Lot. Mobile homes shall not be placed or permitted upon any Lot; provided, however, the Declarant may maintain a sales trailer on any Lot until all Lots have been sold.

**7.6 Commercial Operations.** No commercial operations shall be conducted on any Lot or on any private road, public street or easement within the boundaries of the Property. Equipment used in commercial operations may not be stored in such a manner or location that is visible from any other Lot, street or road. Nothing in this paragraph shall be deemed to prohibit home offices (not professional office operations conducted in the home) or libraries as described in Paragraph 7.1 of this Declaration, provided that such offices are permitted by applicable zoning regulations. Nothing in this Paragraph shall be deemed to prohibit overnight parking of pickup trucks in the driveway of any Lot, subject to the provisions of Paragraph 7.9 of this Declaration.

**7.7 Animals.** No livestock animals or poultry shall be permitted upon any Lot. Nothing in this Paragraph shall prohibit the keeping of household pets, the creation and stocking of ornamental ponds, or the accommodation of naturally occurring wildlife; provided that all

household pets shall be restricted, at all times, within an enclosed area or on a leash controlled by an adult. Dogs shall not be permitted to bark for extended period of time or during nighttime hours in a manner that creates a nuisance for neighboring Lot owners. Owners exercising household pets on any Common Lots, sidewalks or streets shall be required to pick up and dispose of their pets' excrement.

**7.8 Refuse.** No Owner shall keep or permit the accumulation of refuse or garbage upon any Lot. Garbage containers shall not be visible from any Lot, street or road, except on days designated for collection by the collecting agency.

**7.9 Parking.** No vehicle may be parked on any street or road for more than twenty four (24) hours. No Owner shall permit any vehicle which is in any state of disrepair to be abandoned or to remain parked upon any Lot, street, driveway or Common Lot for a period in excess of twenty four (24) hours. The following vehicles may not be parked on any Lot (including the driveway or sidewalk), street or road overnight, except within the confines of an enclosed garage: (i) heavy equipment, boats, trailers, recreational vehicles (subject to an exception for visitors set forth in the next sentence), motorcycles, trucks (other than pickup trucks of less than one ton capacity), mobile homes; and (ii) any vehicles in excess of one ton capacity. Recreational vehicles owned and occupied by visitors of an Owner may be parked on a concrete driveway within the Owner's Lot for a period of not more than seventy two (72) hours during any thirty day period. Each Owner, for themselves and each of their licensees and invitees, hereby consents to removal by the Association, or its agents, of any vehicle parked in violation of the foregoing restrictions. Each Owner agrees to pay the impoundment and other charges resulting from such removal.

**7.10 Vehicle Maintenance & Repair.** No vehicle maintenance or repair may be conducted on any private road, driveway, sidewalk, public street, Common Lot or easement within the boundaries of the Property. No vehicle maintenance or repair may be conducted on any Lot except within an enclosed garage, only upon vehicles belonging to the Owner or occupant of the Lot and not for commercial purposes.

**7.11 Fuel Storage.** Firewood and fuel tanks may not be stored on any Lot in a manner or location that it is visible from any other Lot, street or road.

**7.12 Mechanical Equipment & Antenna.** No mechanical equipment, including, without limitation, window-mounted air conditioners, shall be allowed on the front elevation of any structure. No antenna on any Lot, including (subject to superseding federal communications statutes, rules and regulations) commercial or amateur radio, citizens band, short wave, or television antenna, shall exceed the higher of: (i) thirty (30) feet above grade at the point of construction, or (ii) eight (8) feet above the highest elevation of the residential Building constructed on said Lot. All antennae and satellite dishes must be approved in advance by the Architectural Review Committee under the provisions of Paragraphs 8.1.3 and 8.1.4 of this Declaration.

**7.13 Outdoor Facilities.** No outdoor appliances shall be located in front yards or driveways, including, without limitation, play equipment or barbecues. No sports equipment, including, without limitation, basketball hoops and nets (including portable units on wheels), shall be located on driveways, in front or side yards, on sidewalks, or in Common Lots except as may be erected by the Declarant for community use. Basketball hoops and nets (including portable units on wheels) shall only be permitted in back yards on concrete or other all-weather surface sport courts, and outdoor basketball play shall be prohibited after 10 p.m. No play equipment or sports equipment shall exceed twelve (12) feet in height.

**7.14 Signs.** No sign of any kind shall be displayed to the public view on or from any Lot, Common Lot, project entry or any public right-of-way within or adjoining the Property, including for sale or lease signs in windows, on doors or at any other location on the Lot. However, the Declarant and/or its agents may display signs advertising Lots and/or homes for sale, or otherwise advertising the project, or related to the construction or financing thereof. Notwithstanding anything to the contrary contained herein, Owners may display ornamental plates on walls or monuments (but not on posts or poles) designating the name or address of the residence or the Owners thereof.

**7.15 Erosion Control.** No Owner shall allow drainage, naturally occurring or otherwise, from any Lot owned by such Owner to be channeled in such a manner as to cause erosion on or under any other Lot, Common Lot, street, or road.

**7.16 Offensive Activity.** No Owner shall cause or permit upon any Lot or Common Lot, any noxious or offensive activity, or any activity which may be, or become, a nuisance to the other Owners. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted on any Lot or Common Lot.

**7.17 Sale Of Home To Non-Resident Investors Prohibited.** Each Owner who purchases a finished home on a Lot shall be obligated to move into the finished home on the Lot within thirty (30) days after closing its purchase and shall thereafter occupy the finished home and Lot as said Owner's primary residence for a minimum of one (1) year, unless ill health, job transfer or other circumstance beyond said Owner's control require earlier resale of the home.

## **ARTICLE VIII - DEVELOPMENT STANDARDS**

### **8.1 Architectural Review Committee.**

**8.1.1 Required Approval.** No residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, antenna, satellite dish, or other Building or Improvement shall be constructed or erected upon any Lot, nor shall any exterior alteration or addition be commenced, until complete plans and specifications thereof have been reviewed and approved in writing by the Architectural Review Committee ("ARC"). For the purposes of this Declaration, all of the foregoing are referred to as "proposed Improvements."

**8.1.2 Committee Composition.** Until expiration of all Class “B” voting rights, as provided in Paragraph 4.2(b) of this Declaration, the ARC shall be composed solely of the Declarant and any successors, assigns or other persons which the Declarant, in its sole discretion, may appoint thereto. After the expiration of all Class B voting rights, the ARC shall be composed of three (3) Owners elected by vote of the general membership of the Association, as provided in Paragraphs 4.3 and 4.4 of this Declaration. Members of the ARC shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served.

**8.1.3 Application Requirements.** An application for the ARC's approval of any proposed Improvements shall include the following: (a) an application fee of Five Hundred Dollars (\$500.00) for each application for a new residence or Improvements to an existing residence; (b) a site plan of the entire Lot upon which the proposed Improvements are to be located; depicting all existing conditions and Improvements; all public streets, easements and rights-of-way encroaching upon or contiguous to said Lot; and all proposed Improvements, drawn to a scale of not smaller than one inch equals eight feet (for purpose of example only, one inch equals five [5] feet is a greater scale than one inch equals four [4] feet); (c) construction drawings showing the proposed Improvements in complete detail, including any existing Improvements to which they will be attached, drawn to a scale of not smaller than one inch equals three (3) feet; (d) detailed specifications of the composition and quantity of all materials to be used in the construction or erection of the proposed Improvements; (e) a color palate including samples of all proposed exterior materials and finishes; and (f) a schedule including estimated dates of commencement and completion of each phase of construction. In addition to the foregoing, all plans and specifications shall conform to applicable state and local codes and regulations. Every sheet and page submitted shall specify the Lot number and address of the proposed Improvements, and the correspondence address and telephone number of the Owner. All plans and specifications shall be prepared by an architect or engineer licensed by the State of Idaho.

**8.1.4 Processing Applications.** Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the ARC shall send written approval or disapproval of the proposed Improvements by certified mail, return receipt requested, to the Owner's address specified on the plans and specifications. The proposed Improvements may be disapproved only for failure to comply with the provisions of this Declaration or with applicable state and local codes and regulations, and the ARC shall specify all objectionable elements of the proposed Improvements in any written disapproval. If the ARC fails to mail approval or disapproval to the Owner within the time specified above, the Owner shall send a written notice to the ARC confirming the Owner’s prior submittal of its request for approval of the proposed Improvements, and the ARC shall have an additional twenty-one (21) calendar days within which to send written approval or disapproval of the proposed Improvements. The Owner may resubmit plans and specifications at any time upon compliance with the application requirements set forth in Paragraph 8.1.3 of this Declaration; however, the ARC may refuse to review any plans and specifications which include elements previously disapproved.

**8.1.5 Retention of Plans.** One copy of a complete set of approved plans and specifications shall be retained by the secretary of the Association, and one set shall be maintained on the Lot during all phases of construction. All changes to plans and specifications shall be reviewed and approved by the ARC in the manner provided above.

**8.1.6 Limitation of Liability.** No action for damages, costs or attorney fees may be maintained against the Association, the ARC, or any member thereof, for the approval or disapproval of any proposed Improvements; provided, however, any Owner may bring an action in the Superior Court of Ada County seeking a declaration, writ or injunction to stop construction and/or compel compliance with this Declaration.

**8.1.7 Committee Discretion.** It is recognized that this Declaration does not contain specific requirements for every situation that may require ARC approval; therefore, the ARC will necessarily exercise discretion in many instances in approving or disapproving of a specific proposal. It is further recognized that a proposal may deserve consideration on its own merit even though it does not meet a specific standard set forth in this Declaration; therefore, the ARC is authorized, in its reasonable discretion, to approve a proposal notwithstanding that it may conflict with a standard set forth in this Declaration.

**8.2 Lot Size.** After initial sale by the Declarant, no Lot may be further subdivided, regardless of subsequent changes in zoning; provided, however, this Paragraph shall not prevent the dedication of portions of any Lot for purposes of public streets or public utility easements.

**8.3 Building Envelopes and Building Heights.**

**8.3.1 Building Envelopes.** All buildings, paving, grading, and construction activities must be contained entirely within Building Envelopes designated on the Plans and Elevations. All Buildings on Residential Lots shall be constructed within setbacks imposed by the City of Meridian zoning code at the time of building permit issuance. On the date of this Declaration, the applicable setback requirements are set forth in Section 11-9-10 of the Meridian Municipal Code, as amended by Ordinance 03-1001. Front yard setbacks shall be measured from the property line or the adjacent sidewalk, whichever is more restrictive. In addition, all Lots on the perimeter of Kingsbridge shall have rear yard setbacks of twenty five (25) feet.

**8.3.2 Building Heights.** The following Lots shall be restricted to a single story residence, including a maximum peak of twenty five feet and a 10:12 maximum roof pitch, with no bonus rooms in the attic space:

Lots 5, 6, 7, 8, 14, 15, 22, 31, and 32, Block 2

Lots 3, 4, 5, 30 and 31, Block 1

Lots 17 and 18, Block 18

Lots 2, 3, 4 and 5, Block 5

Lots 22, 23, 24 and 25, Block 7

**8.4 Minimum Size of Residences.** The minimum living area of all single story residences constructed on the Property, exclusive of bonus rooms, basements, open or screened

porches entrances, patios, and attached or detached garages, shall be not less than two thousand four hundred (2,400) square feet. The minimum living area of all two or more story residences constructed on the Property, exclusive of basements, open or screened porches entrances, patios, and attached or detached garages, shall be not less than three thousand (3,000) square feet. Two-story, daylight basement, and single level homes (with a bonus room), shall not have less than 2,400 square feet of living area on the main level and 3,000 minimum total square feet of living area, exclusive of open or screened porches, entrances, patios, and attached or detached garages.

**8.5 Design and Color Scheme.** Exteriors walls of residences may be painted only in earth tones chosen from the ARC's approved palette and submitted to the ARC for approval prior to application, both as to the colors and the combinations thereof. The exteriors of all nonresidential Buildings and Improvements shall be compatible in architectural style and color with residences constructed on the Lot. Trim doors, rails, decks, eaves, and gutters shall be compatible in architectural style with the exterior of the residence constructed upon the Lot.

**8.6 Roofing and Siding Materials.** Residences and other Buildings constructed on Lots shall be roofed with tile or 40-year or longer architectural grade composition shingles, with a high-profile ridge, in antique black, charcoal gray, slate gray, weathered wood or other dark colors approved by the ARC. No residence shall have a roof with a pitch of less than 7 in 12, except that a 5 in 12 roof pitch shall be permitted for entry roofs only on two-story homes with all other roofs on two-story homes pitched at no less than 7 in 12 (except if a lower pitch is required to comply with City height limitations, which exception shall be subject to ARC approval). No metal, tarpaper or gravel roofing shall be allowed on any residential Building or other Building constructed on any Lot. No vinyl, T-111, metal, concrete block, "Z-brick" or stamped concrete shall be used as siding material on any residence, Building or Improvement constructed on any Lot. Except for decorative shingles and as otherwise required for the front walls of residences, all siding used on residences, Buildings or Improvements constructed on any Lot shall be wood or fiber cement (Hardee Plank or better) with a minimum eight inch (8") board and seven inch (7") reveal (no cottage lap allowed). The front walls of garages and columns on the front of the residences shall be wrapped with stone veneer or stucco, which shall be generally a single story high on garages and full height on the front of residences, total a minimum of sixty percent (60%) of the front elevation of each home (net of windows, doors and garage doors) and shall wrap around the side walls not less than two (2) feet on each end.

**8.7 Garages.** Each Residence shall include a garage designed to enclose a minimum of three (3) and a maximum of six (6) vehicles, which garage may include one oversized bay for storage of a recreational vehicle. The use of side-entry garages is strongly encouraged. The garage structure may be attached or detached, but, in either case, shall interrelate to the Residence in respect to character, exterior elevations, materials and finishes. Carports shall not be permitted.

**8.8 Fences and Hedges.** Fences are not required to be erected on any Lot, except on rear lot lines as specified herein.

(a) Any fencing on the Property must be either (a) Privacy Fences of almond-colored vinyl, not to exceed six feet in height (6 feet solid, except where 4 feet solid topped by 2 feet of lattice is required by City of Meridian for public safety reasons); or (b) Common Lot Fences of black wrought iron or black powder-coated tubular steel or aluminum, not to exceed five (5) feet in height in rear or side yards or 3 feet in height in front yards, in compliance with and as depicted in **Exhibit “C”** attached hereto and made a part hereof.

(b) The Declarant shall install, at Declarant’s expense, Privacy Fencing extending along the entire north property line of Kingsbridge (including the portion of the north side of Lot 9, Block 1 adjoining Dartmoor) and extending along the portion of the south boundary of Lot 17 Block 2 adjoining Kunz Hollow. Declarant shall install, at Declarant’s expense, a Common Lot Fence five (5) feet in height extending along the entire easterly property line of Kingsbridge, except where said property line crosses the public right-of-way.

(c) Where residential lot lines abut other residential lot lines, the Owners of said Lots may, but shall not be obligated to, construct a Privacy Fence. Fences shall not be built closer to the street than five feet behind the front corner of the house on each side, except for 3 foot high Common Lot Fences or 3 foot high hedges, which shall be permitted in front yards.

(d) Fences and hedges shall not extend closer than twenty feet to the front street right-of-way.

(e) Except as otherwise specifically provided herein, rear or side yard fences and hedges on corner lots shall not be built or planted closer than twenty feet to any side or rear street right-of-way without ARC approval.

(f) Where any rear or side lot line abuts a Common Lot, except as otherwise provided in the immediately preceding subparagraph of this Paragraph on Fences, the owners of said lots shall be entitled, but not required, to construct a Common Lot Fence not exceeding five (5) feet in height to the point that is five feet behind the front corner of the house, then tapering down to 3 feet in height along the side lot line of the front yard.

(g) Where any Privacy Fence intersects a Common Lot Fence, it shall, from a point twenty (20) feet from the point of intersection, taper down in height and transition to a Common Lot Fence, as depicted in Exhibit “C”

(h) All fencing must be of new material and constructed in a workmanlike manner and must comply with Meridian City’s Code for vision triangle

(i) The installation and maintenance of retaining walls that are required due to topographic conditions of individual Lots, and approved in writing by the ARC, are the

sole and absolute responsibility of the Lot Owner, shall be of masonry products only, and shall not be the responsibility of the Declarant, its successor or assign, or the Association.

**8.9 Landscaping.** Front yard landscaping on each Lot, and side yard landscaping on all corner Lots, must be completed upon the earlier of thirty (30) days after substantial completion of the residence (weather permitting) or occupancy of the residence constructed thereon. Front yard landscaping shall include an underground sprinkler system, rolled (sod) lawns, one ornamental street tree in compliance with the city-approved site drawings, at least one additional ornamental or coniferous tree of at least 2.5" caliper and at least six (6) feet in height, at least five (5) five gallon shrubs and at least ten (10) two-gallon shrubs. Any meters, heat pumps or air conditioning units located in the front yard shall be screened by shrubs. Berms and sculptured planting areas are encouraged. The back yard of each Lot must be sodded or hydroseeded within thirty (30) days after occupancy of the residence constructed thereon. Each Owner shall maintain and irrigate the landscaping in its front and back yards and landscaped parking strips between the front yard and the adjacent right-of-way in good condition.

**8.10 Construction Standards.** The following standards shall be applicable to the construction, installation or alteration of any Building or Improvement on a Lot within the Property:

**(a) Excavation:** Any excavation shall be performed in a workmanlike manner, and the Lot shall be kept free from debris. Each Owner shall be responsible for the repair of any damage that may occur during construction to any road, mailbox, utility facility or other on-site or off-site Improvement caused by the Owner or its contractor. Unless an Owner otherwise notifies the ARC in writing prior to the Owner's commencement of construction on a Lot, all on-site Improvements shall be conclusively deemed to be in good working order and condition, and any damages occurring thereto during construction shall be the Owner's responsibility. The Owner shall make all required repairs immediately following the occurrence of the damage.

**(b) Utilities:** The connection to all utility facilities shall be underground and shall be inspected and approved by the local governmental entity having jurisdiction and by the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location and concealed behind fences or landscaping where possible and unless otherwise required by the local governmental entity or utility company.

**(c) Grading:** The ARC shall give the builder a drainage and grading plan for its Lot, which shall not be altered without the ARC's approval of the grading plan. Existing grades on each Lot, as well as proposed finished grades of any ground, shall not be altered once approved by the ARC. All grading shall minimize disruption of the Lot and shall appear to be an extension of any natural land forms. Slopes shall not exceed 2:1, unless a steeper slope is the only feasible design solution. All driveways shall minimize grading and shall not exceed 7%. Driveway slopes across the sidewalk and to the back of curb shall not exceed 2%. Natural slopes should be utilized rather than cuts, fills, and retaining walls, wherever feasible.

**(d) Retaining Walls:** No retaining wall shall be installed without the ARC's prior approval of the wall design and installation plans. Any required retaining walls shall create a smooth or stepped transition at the top and bottom of slopes to appear natural with the existing landforms and landscaping. Walls shall be built using reinforced materials that are compatible in appearance with the exterior elevation of the home. Compatible materials may include stone-faced block, stucco, or rock. Poured in-place concrete retaining walls shall be finished with rock veneer or stucco.

**(e) Drainage Systems:** All buildings shall utilize gutters and downspouts to direct roof drainage to an on-site, underground drainage collection system (dry well). All drainage from hardscape surfaces (e.g., driveways, sidewalks, patios) shall be directed into on-site swales or channels within the landscape plan of the Lot. Drainage piping shall be concealed. Drainage onto another home site shall not be permitted. Sloping yards down to the property line shall not be permitted. On downhill sloped yards, a swale shall be provided a minimum of five feet (5') inside the downhill property line. Said swale shall be a depression of 6" minimum depth with gentle side slopes to provide for the interception and percolation of water runoff. All Lot surfaces shall slope away from buildings at a minimum gradient of 2% for at least 5 feet.

**(f) Driveways and Sidewalks:** All driveways must be concrete in construction and shall include borders, a minimum of eighteen (18") inches in width, extending continuously from the garage to the street curb, with surfaces of stamped or colored concrete, concrete pavers, or exposed aggregate. Sidewalks extending from driveways or public right of way to the residence shall not be built in a straight line but shall have a curvilinear alignment.

**(g) Maintenance During Construction:** The following requirements apply during construction of a Building or Improvements on a Lot:

1. All debris shall be removed from the Lot prior to each weekend;
2. No materials shall be placed or kept on any adjoining Lot;
3. Vehicles belonging to construction workers or used in the construction of any Improvements shall not be parked in front of occupied residential dwellings or interfere with traffic on public streets; and
4. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof.

**(h) Time of Work:** Any work or other activity connected to the construction or installation of the Improvements on a Lot shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and between 9 a.m. and 6 p.m. on Saturdays and Sundays, so as not to constitute or result in a nuisance for neighboring Lot Owners.

**8.11 Completion of Construction.** Construction of the primary residence on each Lot shall commence not later than six (6) months after the Lot is sold. All Buildings or

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.** 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.

**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



On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared **Randal S. Clarno**, known or identified to me to be the **President** of **JAE-D Acres, Inc.**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument by the Articles of Incorporation of said corporation.

By: \_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**Exhibit "A"**

Development Plan for the Property

**Exhibit "B"**

Schedule of Initial Homeowners' Assessments

The initial Homeowners' Assessment per Lot shall be Five Hundred Dollars (\$500) per year, which shall be assessed from and after the closing of the initial Lot sale from Declarant to homebuilder.

**Exhibit “C”**

Fencing Design Criteria