PLANNING SUBMITTAL FORM

Permit info: EASF42016-8

Application Date: 6-22-16 Rec'd by: Rg.

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714▪208.472.2921(tel.)
208.472.2926 (FAX) ▪ www.gardencityidaho.govoffice.com

APPLICANT	PROPERTY OWNER
Name: Holly & Glen Lorensen	Name: Holly & Glen Lorensen
Company:	Company:
Address: 4812 Lakes Edge Place	Address: "
City: Garden City	City: Garden City
State: Idaho Zip: 83714	State: Idaho Zip: 83714
Tel.: 208-853-3634	Tel.: 208-853-3634
FAX:	FAX:
E-mail: Glorensen@pioneertitleco.com	E-mail:

ACTION REQUESTED (check all that apply)

ALL BLUEPRINTS MUST BE FOLDED INTO 8 1/2" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER

- ☐ Appeal
- ☐ Lot Line Adjustment
- ☐ City Code Text Amendment
- ☐ Sign Permit
- ☐ Specific Area Plan
- ☐ Comprehensive Plan Amendment
- ☐ Conditional (special) Use Permit
- ☐ Temporary Use Permit
- ☐ Design Review
- ☐ Final Plat
- ☐ Flood Plain Dev
- ☐ Variance
- ☐ MFH Installation
- ☐ Minor Land Division
- ☐ Ability to Serve-CUP, DSR or SUB if applicable
- ☐ Preliminary Plat
- ☐ Preliminary PUD
- ☐ Re-zone
- ☐ Zoning Certificate
- ☐ MFH Removal
- ☐ Minor PUD
- ☒ Vacation of Easement (Confirmation of Non interest)

PROPERTY INFORMATION

Site address: 4812 Lakes Edge Place Garden City ID 83714

Subdivision Name: Riverside Village No. 3	Lot: 53	Block: 2
Tax Parcel Number: R7476280340	Zoning: R-2	Total Acres: 0.170
~~Proposed~~ Use: Residence	Floodplain: yes no	

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

6-20-2016 6-20-16

signature of the applicant (date) signature of the owner (date)

Holly Lorensen 6-20-16 Holly Lorensen 6-20-16

June 20, 2016

City Officials and Staff:

Please see the attached Planning Submittal Form, modified to show the action requested to be:

Vacation of Easement (Confirmation of Non Interest).

Briefly, we (Carol A. Sanders and Holly and Glen Lorensen) are requesting Garden City vacate any interest the City might claim in the 10 foot wide Pedestrian Easement shown on the Plat (Exhibits K and L) between Lots 53 and 54, Block 2 of Riverside Village Subdivision No. 3.

While the Plat is silent as to whose use and benefit the easement resides, the Covenants, which were recorded prior to the plat, clearly state the use and benefit of said easement resides in Riverside Village Home Owners Association, Inc, aka Riverside Village Association, Inc. Please see article 4.08 (b) of the covenants, which are attached as (Exhibit M). It is the 15th page of the Exhibit, labeled "8". We believe the developer, having previously recorded the covenants, knew they had previously stated the Pedestrian Easement's use and benefit resided in the Association and therefore did not need to make further recitation on the plat.

We, the Lorensen's, have resided at 4812 Lakes Edge Place continuously since 1986, and, to our best knowledge, the City has never claimed an interest in the Pedestrian Easement. However, because the Plat is silent and to clarify the public record, we are requesting Garden City vacate the Pedestrian easement or in some fashion confirm they have no interest.

Regardless of the ultimate vehicle or language used, we are looking for Garden City to confirm it has no interest in the pedestrian easement.

Also, we have attached (Exhibit C), the Deed from the State of Idaho to Garden City for the Greenbelt Parcel adjacent, which is shown on the maps, (Exhibits G, H, I and J). This deed does not mention the easement in question.

We have attached 17 exhibits total, labeled A through Q to better help you identify the parties, the properties, the easement and determine the facts.

Also, please see the attached Index of Exhibits which we hope will assist you.

Thank you for your consideration,

Glen Lorensen

Holly Lorensen

Holly Lorensen

Carol A. Sanders

Carol A. Sanders

PioneerTitleCo.

775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 10.00 1
BOISE IDAHO 07/31/2013 11:33 AM
DEPUTY Nikola Olson
Simplifile Electronic Recording
RECORDED-REQUEST OF
PIONEER TITLE COMPANY OF ADA C 113086784

Exhibit "A"

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 535115 CB/SL

WARRANTY DEED

For Value Received

Gary E. Morgan and Vickie F. Morgan, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Carol A Sanders an unmarried woman

hereinafter referred to as Grantee, whose current address is 4810 North Lakes Edge Place Garden City, ID 83714

The following described premises, to-wit:

Lot 54 in Block 2 of Riverside Village No 3, according to the plat thereof, filed in Book 51 of Plats at page(s) 4251-4253, records of Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 23, 2013

Gary E. Morgan

Gary E. Morgan

Vickie F. Morgan

Vickie F. Morgan

State of Idaho, County of Ada

On this 30th day of July in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary E. Morgan and Vickie F. Morgan known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Camille A. Baldwin

Residing at: Middleton Id.
Commission Expires: 7 21 2015

CAMILLE A. BALDWIN NOTARY PUBLIC STATE OF IDAHO

Commission Expires: July 21, 2015
Residing in Middleton, ID

114457

DEED 8647238

FOR VALUE RECEIVED, EVANS BROTHERS CONSTRUCTION, INC., an Idaho corporation

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

GLEN LORENSEN and HOLLY GORDON LORENSEN, husband and wife

grantee whose current address is 4812 Lake's Place Edge, Boise, Idaho 83703

the following described real estate, to-wit:

8970001020

Lot 53, Block 2, RIVERSIDE VILLAGE NO. 3, according to the official plat thereof, filed in Book 51 of Plats at Page 4251 thru 4253, records of Ada County, Idaho.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee s their heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 14th day of August, 1986.

EVANS BROTHERS CONSTRUCTION, INC.

By William David Evans

PRESIDENT.

ATTEST:

SECRETARY.

STATE OF IDAHO, County of Ada

On this 14th day of August, 19 86, before me, a Notary Public in and for said State, personally appeared William David Evans ~~and~~ , known to me to be the President ~~and~~ ~~Secretary~~ of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public

Residing at Boise Idaho

Comm. Expires August 1, 1991

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of SAFECO TITLE

at 55 minutes past 3 o'clock P M., this 14th day of Aug 19 86, in my office, and duly recorded in Book of Deeds at Page

JOHN BASTIDA

Ex-Officio Recorder

By D. Potter Deputy.

Fees $ 2.00

Mail to:

Exhibit "B"

Exhibit "C"

STATE OF IDAHO QUITCLAIM DEED

DEED NO. 13251
(Boise River Greenbelt)

THIS INDENTURE made this 19th day of June, 1998 by and between STATE OF IDAHO, DEPARTMENT OF LANDS, acting by and through the State Board of Land Commissioners, party of the first part, hereinafter referred to as "Grantor," and THE CITY OF GARDEN CITY, Idaho, a municipal corporation, City Hall, 201 E. 50th Street, Garden City, Idaho 83714, party of the second part, hereinafter referred to as "Grantee."

WITNESSETH, That the Grantor for and in consideration of Grantee's promise to hold and perpetually maintain the following described lands for the use by and the benefit of the public, does hereby quitclaim, bargain, sell, convey and confirm in fee unto the said Grantee and their successors and assigns forever, subject to the reservations and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of the following described real property situate in Ada County, to-wit:

Parcel No. 1

Commencing at a brass cap on an iron pipe which marks the 1/4 Section corner common to Sections 23 and 24, T. 4 N., R. 1 E., B.M., Ada County, Idaho; thence South 01° 12' 30" West, 1,402.34 feet to a point; thence North 59° 24' 30" West, 762.86 feet to a point; thence South 01° 12' 30" West, 419.26 feet to a point on the Northerly bank of the Boise River; thence South 33° 17' 14" East, 18.69 feet to a point on the Northerly bank of the Boise River, which is the real point of beginning:

Thence South 63° 18' 00" East, 2,530.41 feet along a line which is parallel to and 300 feet Southerly from the new presently proposed airport runway centerline, to a point on the Northerly bank of the Boise River;

Thence along the Northerly bank of the Boise River on the following courses and distances:

North 83° 45' 00" West - 151.61 feet;
North 58° 39' 00" West - 148.00 feet;
North 80° 04' 00" West - 697.00 feet;
North 66° 08' 00" West - 323.00 feet;
North 57° 05' 00" West - 429.00 feet;
North 51° 41' 00" West - 442.00 feet;
North 39° 46' 00" West - 108.00 feet;
North 56° 05' 00" West - 200.00 feet;

City of Garden City
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
1998 JL 14 PM 4:10

4 Pages
RECORDED-REQUEST OF:
City of Garden City
FEE ____ DEPUTY ____
98067616

North 33° 17' 14" West - 108.57 feet to the real point of beginning:

Comprising 8.81671 acres, more or less;

Parcel No. 2

Commencing at a brass cap on an iron pipe which marks the 1/4 Section corner common to Sections 23 and 24 T. 4 N., R. 1 E., B.M., Ada County, Idaho; thence South 01° 12' 30" West, 1,402.34 feet to a point; thence South 71° 40' 30" East, 1454.91 feet to a point; thence North 07° 18' 50" East, 495.45 feet to a point; thence South 54° 23' 00" East, 1,111.81 feet to a point; thence South 54° 23' 00" East, 532.24 feet to a point; thence South 70° 37' 00" West, 130.00 feet to a point; thence South 54° 23' 00" East, 233.70 feet to a point on the Northerly side of a dike along the Northerly side of the Boise River; which is the real point of beginning:

Thence North 82° 31' 00" East, 302.40 feet along the Northerly side of said dike;

Thence North 89° 06' 45" East, 356.62 feet to a point along the Northerly side of said dike;

Thence South 62° 26' 00" East, 198.40 feet to a point along the Northerly side of said dike;

Thence South 44° 16' 00" East, 342.34 feet to a point on the Southerly side of said dike which is also on the Westerly boundary of Glenwood Street;

Thence South 08° 22' 18" West, 277.32 feet along the Westerly boundary of Glenwood Street to a point;

Thence North 69° 45' 00" West, 1,132.48 feet to a point;

Thence North 87° 36' 17" West, 577.00 feet to a point;

Thence North 79° 25' 00" East, 660.00 feet to a point;

Thence North 54° 23' 00" West, 50.00 feet to the real point of beginning:

Comprising 9.80648 acres, more or less;

Parcel No. 3

Commencing at a brass cap on an iron pipe which marks the 1/4 Section corners common to Sections 23 and 24, T. 4 N., R. 1 E., B.M., Ada County, Idaho; thence South 01° 12' 30" West 1,402.34 feet to a point; thence North 59° 24' 30" West, 762.86 feet to a point; thence South 01° 12' 30" West, 419.26 feet to a point on the present Northerly bank of the Boise River; thence North 40° 00' 00" West, 640.00 feet along the present Northerly bank of the Boise River to a point; thence North 78° 00' 25" West, 246.18 feet to a point which is the real point of beginning.

Thence continuing North 78° 00' 25" West, 436.59 feet to a point;
Thence North 60° 55' 49" West, 342.13 feet to a point;
Thence North 24° 30' 00" West, 154.31 feet to a point;
Thence South 63° 18' 00" East, 884.38 feet to the real point of beginning:

Comprising 1.48500 acres, more or less;

Total acres being conveyed is 20.10819 acres, more or less.

The State reserves the right to all coal, oil, oil shale, gas, phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony and all minerals deposits of minerals of whatsoever kind or character, including sand, gravel and pumice pursuant to Sec. 47-701, Idaho Code; also reserved to the State are geothermal resources, including associated by products.

A further covenant, condition, consideration and condition of this conveyance is that the property herein granted shall be used by Grantee only for greenbelt and park purposes for the benefit of the public. The Grantee covenants for itself, its heirs, successors and assigns that the foregoing condition will be included in any conveyance or grant of any right, title, or interest in or to any of the property by Grantee, its heirs, successors and assigns. This restriction and condition shall be binding upon Grantee, it successors and assigns in perpetuity, and in case of any violation hereof the title to said lands shall, without entry or suit, immediately revert to and vest in Grantor herein, its successors and assigns, and the conveyance hereunder shall be null and void, and Grantor, its successors and assigns shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such condition.

TO HAVE AND TO HOLD the above-described premises and parcel of land and granted real property unto **CITY OF GARDEN CITY**, a municipal corporation, and their successors and assigns forever.

IN WITNESS WHEREOF, I, PHILIP E. BATT, the Governor of the State of Idaho and President of the State Board of Land Commissioners, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the State Board of Land Commissioners to be hereunto affixed this 19th day of June, 1998.

Governor of Idaho and President of the
State Board of Land Commissioners

COUNTERSIGNED:

Secretary of State

Director, Department of Lands

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of June, in the year 1998, before me a Notary Public in and for said State, personally appeared PHILIP E. BATT, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, and PETE T. CENARRUSA, known to me to be the Secretary of State of the State of Idaho, and STANLEY F. HAMILTON, known to me to be the Director of the Department of Lands of the State of Idaho, who executed the said instrument and acknowledged to me that such State of Idaho executed the same.

NOTARY PUBLIC
Residing at Boise, Idaho
My Commission expires: 6-8-2001

Exhibit "D"

Public Property System [Production 1.0] - Current Year Parcel Values are Subject to Change - [Public Property Master [PT2zfF]]

File Select Edit Tools Window Help

PARCEL INFORMATION

Year: 2016
Parcel #: R7476280350
Property Type: Real
Status: Active
Exemption: None
%: 0
Code:
Sub Property Type: None
Code Area: 06-3 Districts
Appraisers Initials: TMW Details

- Urban Renewal
- Ownership Change
- Drop HOE
- Circuit Breaker
- Bankruptcy

Print | Property Desc. | Cancel | Help

OWNER INFORMATION

Name: SANDERS CAROL A

Add'l Info

Mailing Address:
4810 N LAKES EDGE PL
GARDEN CITY ID 83714-0000

Mail Alert

PHYSICAL LOCATION

Property Address: 4810 N LAKES EDGE PL
GARDEN CITY ID 83714-0000

Group Type: SUB
Group #: 747628

Description: RIVERSIDE VILLAGE NO 03

Township/Range/Section: 4N 1E 24

Zoning Code: R-2

Geo-Economic:

MLS Area: 800 - NW Boise\Gar

Assessment Roll	Property Occupancy	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Property Roll	Non-Occupancy	200	0.170	90,000	MARKET	06-3
Property Roll	Non-Occupancy	410	0.000	228,700	COST	06-3

Total Parcel Values

Assessed Amt	318,700
HO Value	-(94,745)
Taxable Amt	223,955

Land

Manufactured

Public Property Description - Display [PT2zfF]

State Parcel #: G16450020540

Cancel

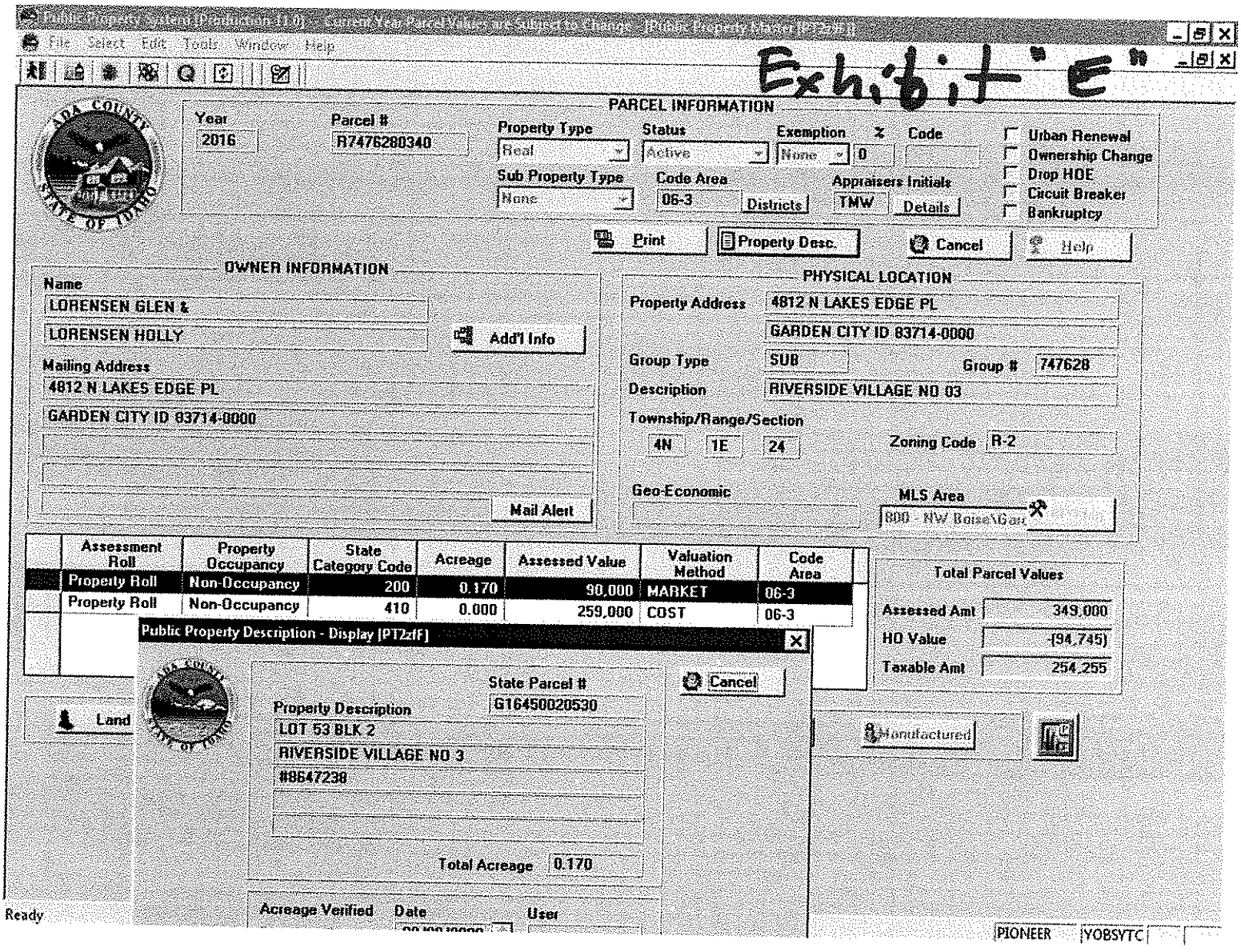
Property Description:
LOT 54 BLK 2
RIVERSIDE VILLAGE NO 3

Total Acreage: 0.170

Acreage Verified | Date | User

Ready

PIONEER | YOBSYTC


Public Property System (Production 11.0) - Current Year Parcel Values are Subject to Change - [Public Property Master (PT2zfF)]
File Select Edit Tools Window Help
Exhibit "E"
PARCEL INFORMATION
Year 2016
Parcel # R7476280340
Property Type Real
Status Active
Exemption None
% 0
Code
Urban Renewal
Ownership Change
Drop HOE
Circuit Breaker
Bankruptcy
Sub Property Type None
Code Area 06-3
Districts
Appraisers Initials TMW
Details
Print
Property Desc.
Cancel
Help
OWNER INFORMATION
Name
LORENSEN GLEN &
LORENSEN HOLLY
Add'l Info
Mailing Address
4812 N LAKES EDGE PL
GARDEN CITY ID 83714-0000
Mail Alert
PHYSICAL LOCATION
Property Address 4812 N LAKES EDGE PL
GARDEN CITY ID 83714-0000
Group Type SUB
Group # 747628
Description RIVERSIDE VILLAGE NO 03
Township/Range/Section
4N 1E 24
Zoning Code R-2
Geo-Economic
MLS Area
800 - NW Boise\Gar
Assessment Roll | Property Occupancy | State Category Code | Acreage | Assessed Value | Valuation Method | Code Area
Property Roll | Non-Occupancy | 200 | 0.170 | 90,000 | MARKET | 06-3
Property Roll | Non-Occupancy | 410 | 0.000 | 259,000 | COST | 06-3
Total Parcel Values
Assessed Amt 349,000
HO Value -(94,745)
Taxable Amt 254,255
Public Property Description - Display [PT2zfF]
State Parcel # G16450020530
Property Description
LOT 53 BLK 2
RIVERSIDE VILLAGE NO 3
#8647238
Total Acreage 0.170
Cancel
Land
Manufactured
Acreage Verified
Date
User
Ready
PIONEER
YOBSYTC

Public Property System (Product on 11-1) - Current Year Parcel Values are Subject to Change - [Public Property Menu (PT2M0)]

File Select Edit Tools Window Help

Exhibit "F"

ADA COUNTY STATE OF IDAHO

PARCEL INFORMATION

Year	Parcel #	Property Type	Status	Exemption	%	Code
2016	S0524336070	Real	Active	Full	100	63-602A

Sub Property Type: None
Code Area: 06-6 Districts
Appraisers Initials: TMW Details

☐ Urban Renewal
☐ Ownership Change
☐ Drop HOE
☐ Circuit Breaker
☐ Bankruptcy

Print | Property Desc. | Cancel | Help

OWNER INFORMATION

Name: CITY OF GARDEN CITY
Add'l Info
Mailing Address: 6015 N GLENWOOD ST
GARDEN CITY ID 83714-1347
Mail Alert

PHYSICAL LOCATION

Property Address: W RIVERSIDE DR
GARDEN CITY ID 83714-0000
Group Type: SECT Group # 0524
Description: 4N 1E 24
Township/Range/Section: 4N 1E 24
Zoning Code: R-2
Geo-Economic
MLS Area: 800 - NW Boise\Gar

Assessment Roll	Property Occupancy	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Property Roll	Non-Occupancy	810	8.000	0	MARKET	06-6

Total Parcel Values
Assessed Amt: 0
Taxable Amt: 0

Land | Manufactured

Public Property Description - Display [PT2zdf]

State Parcel #: 04N01E246070
Cancel

Property Description:
PAR #6070 OF SE4
SEC 23 & OF SW4
SEC 24 4N 1E
#438810 R
#98067616

Total Acreage: 8.000

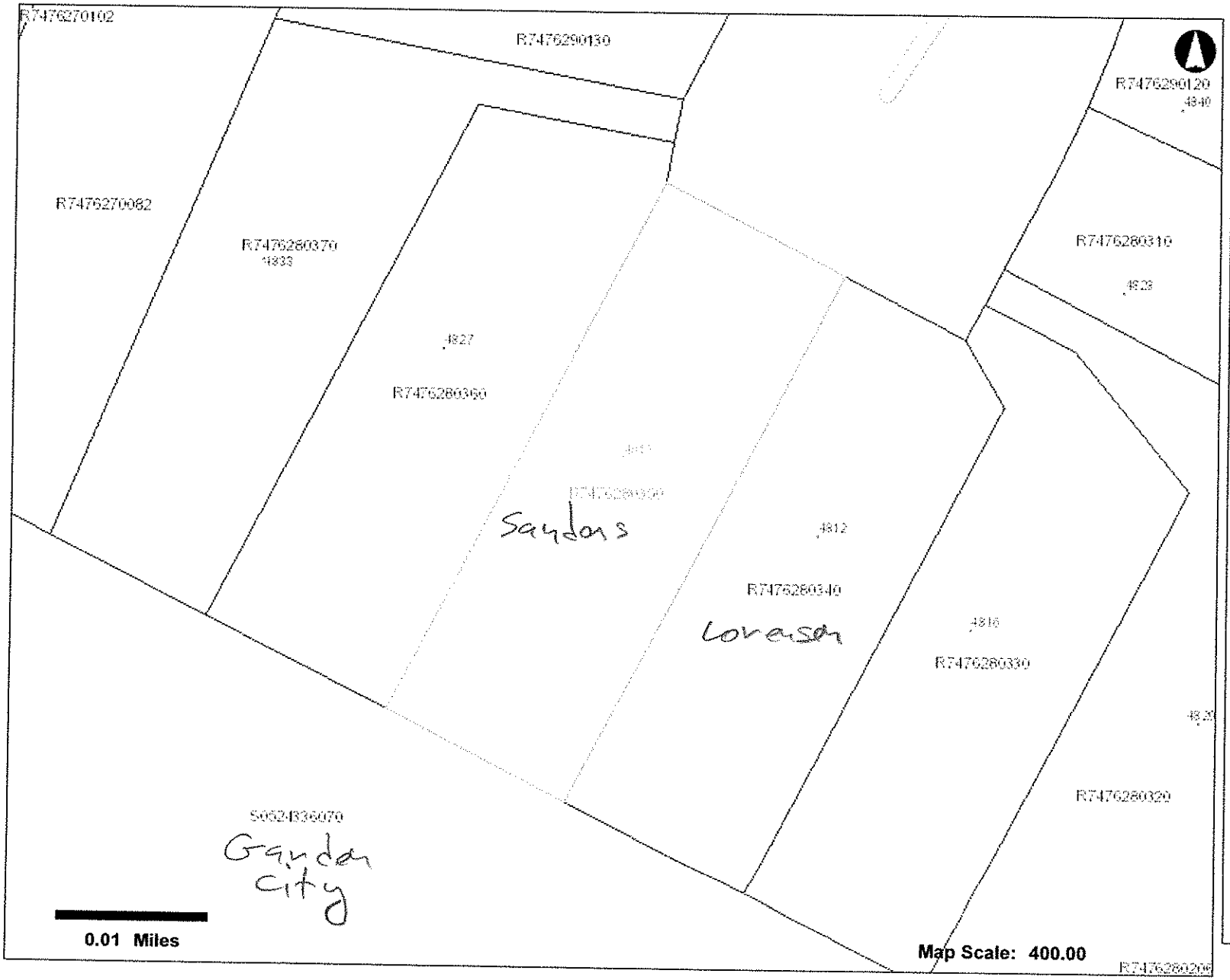
Acreage Verified: Yes No
Date: 00/00/0000
User:

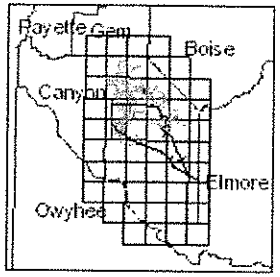
Ready | PIONEER | YOBSYTC

see Deed
Exhibit "C"

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.





Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Water
- Address
- Record of Survey
- Parcel Numbers
- Condos
- Parcels

6/15/2016

Exhibit "G"

Ada County Assessor

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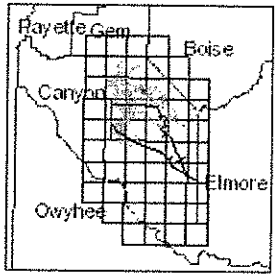

Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Water
- Address
- Record of Survey
- Parcel Numbers
- Condos
- Parcels

6/15/2016

Exhibit "H"

Ada County Assessor

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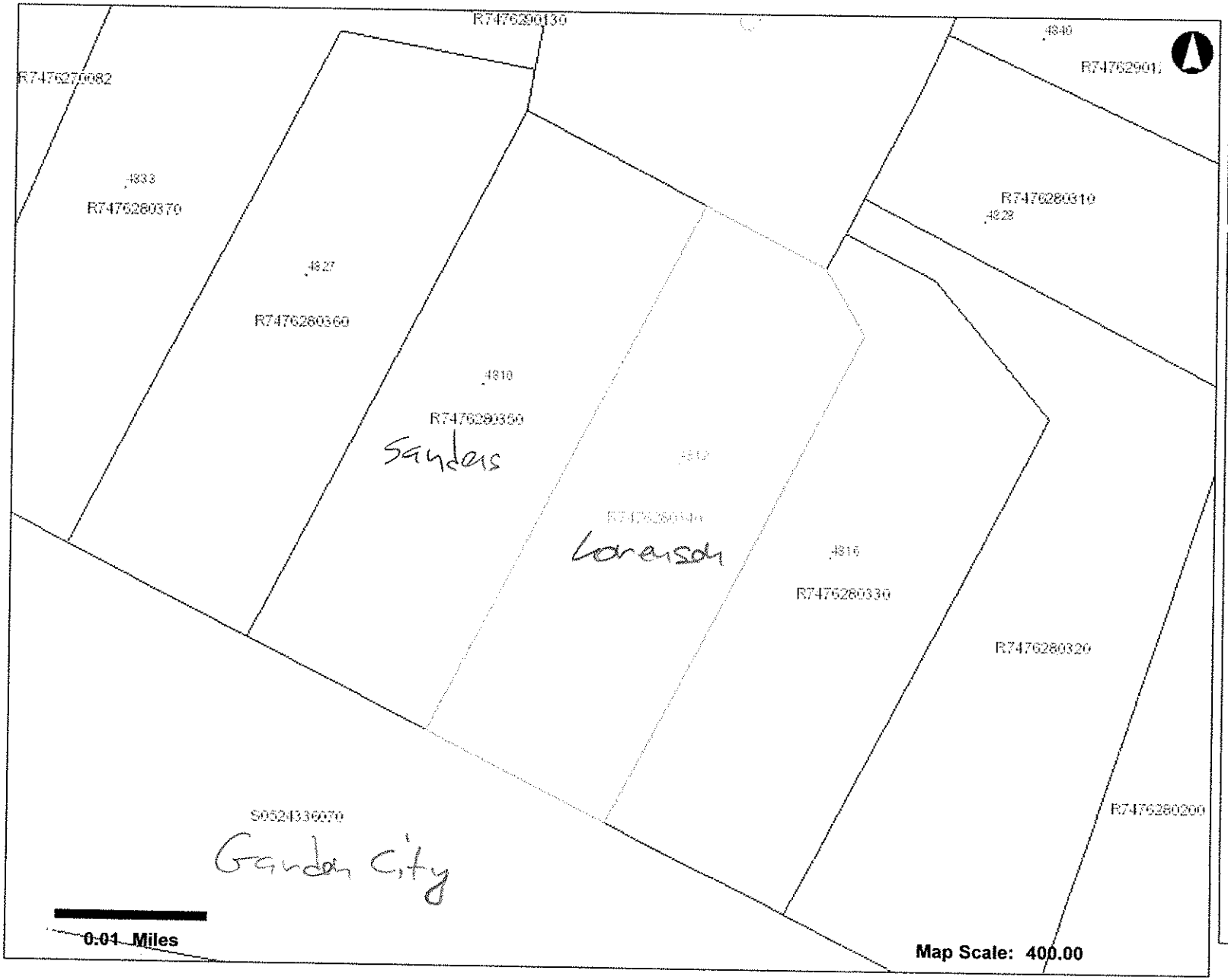

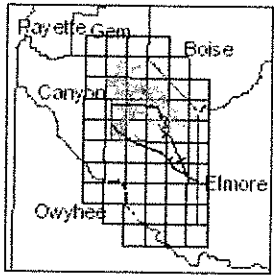

Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Water
- Address
- Record of Survey
- Parcel Numbers
- Condos
- Parcels

6/15/2016

Exhibit "I"

Ada County Assessor

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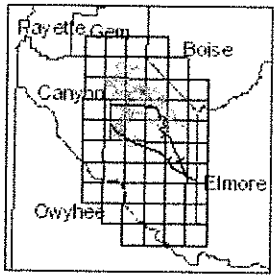
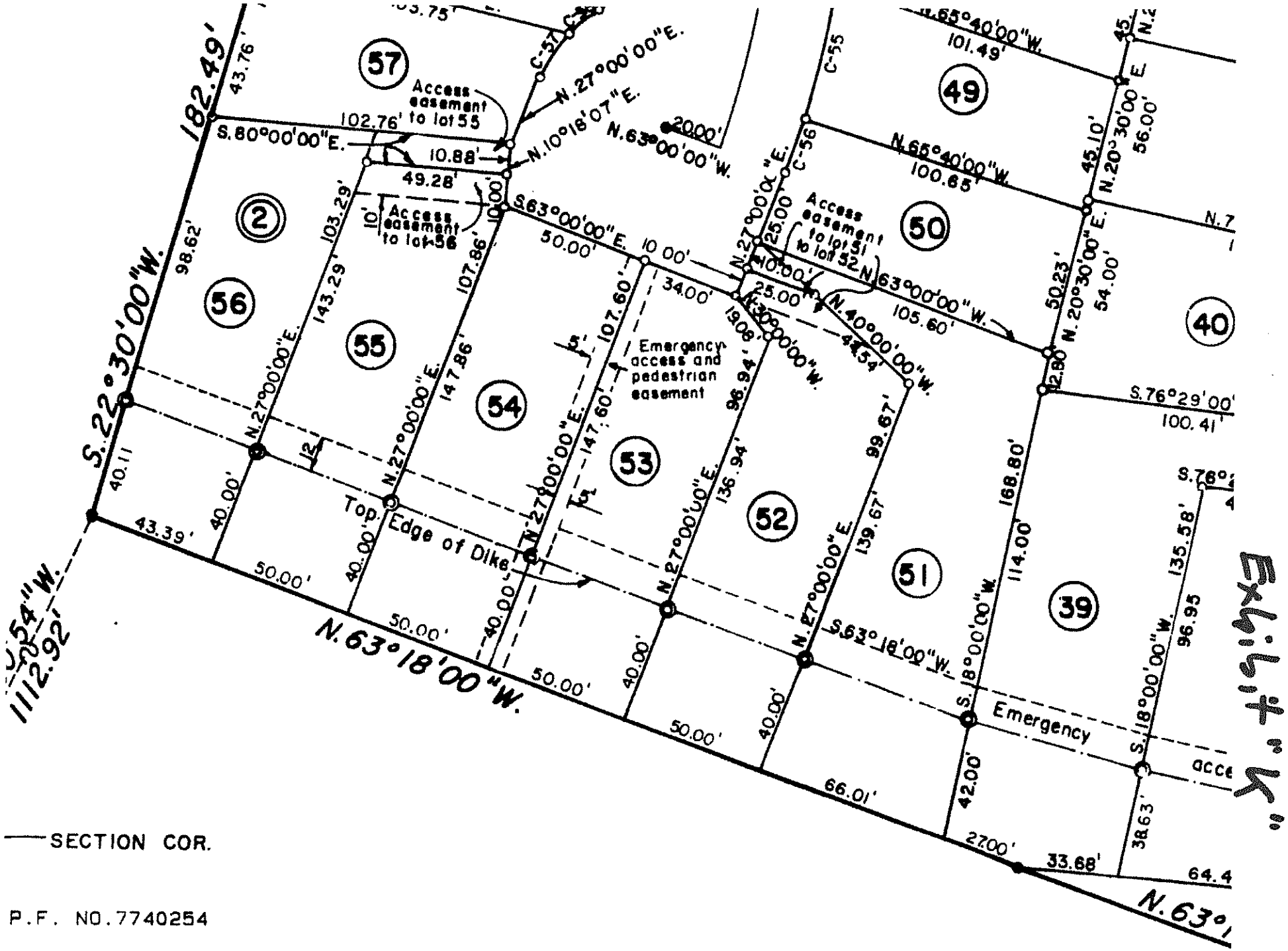


Legend

- Railroad
- Roads (<2,000 scale)
  - <all other values>
  - Interstate
  - Ramp
  - Principal Arterial
  - Collector
  - Minor Arterial
  - Local
  - Parks
  - Alley
  - Driveway
- Parks
- Water
- Address
- Record of Survey
- Parcel Numbers
- Condos
- Parcels

6/15/2016

Exhibit "I"



P.F. NO.7740254

BK. 51 Pg. 4251

RIVERSIDE VILLAGE NO. 3

LOCATED IN THE SOUTH 1/2 OF SECTION 24, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

1981

SCALE: 1" = 50'

JOHNSON ENGINEERING

NOTES

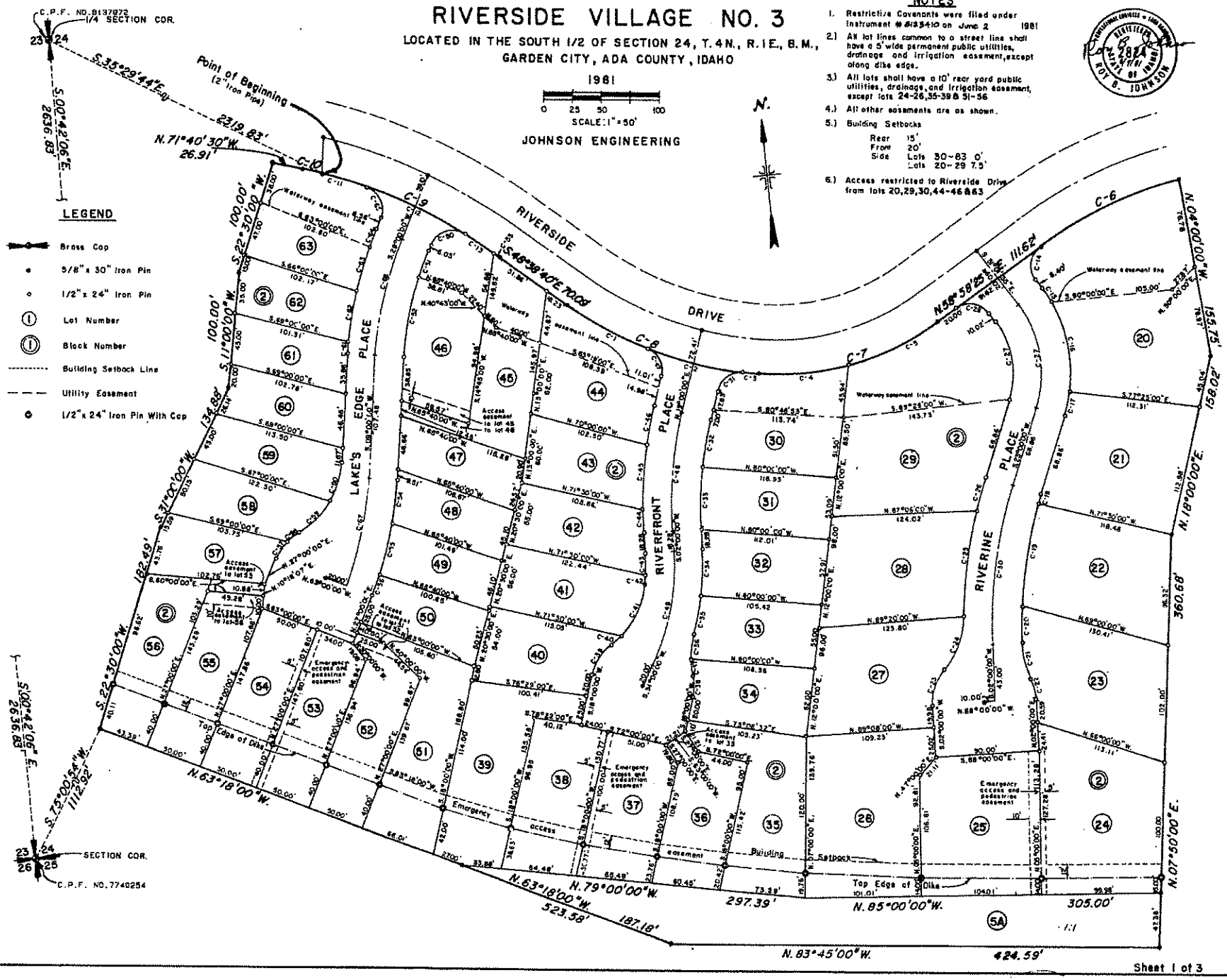
1. Restrictive Covenants were filed under instrument # 813410 on June 2 1981
2. All lot lines common to a street line shall have a 5' wide permanent public utilities, drainage and irrigation easement, except along dike edge.
3. All lots shall have a 10' rear yard public utilities, drainage, and irrigation easement, except lots 24-26, 35-39 & 51-56
4. All other easements are as shown.
5. Building Setbacks

Rear	15'	
Front	20'	
Side	Lots 30-83	0'
	Lots 20-29	7.5'

6. Access restricted to Riverside Drive from lots 20, 29, 30, 44-46 & 63

LEGEND

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin
- Lot Number
- Block Number
- Building Setback Line
- Utility Easement
- 1/2" x 24" Iron Pin With Cap



Sheet 1 of 3

Exhibit "2"

RIVERSIDE VILLAGE NO. 3

CURVE TABLE

NO.	Δ	RAD	L	CH. L	CH. BR.
1.	14° 09' 55"	330.00'	81.20'	80.98'	S 55° 41' 39" E
2.	14° 46' 53"	330.00'	85.10'	84.86'	S 70° 07' 53" E
3	02° 28' 51"	330.00'	14.28'	14.28'	S 78° 45' 30" E
4.	19° 44' 13"	230.00'	79.22'	78.83'	S 88° 52' 08" E
5.	21° 17' 22"	230.00'	85.48'	84.97'	N 68° 37' 07" E
6.	22° 08' 00"	345.00'	133.26'	132.45'	S 70° 02' 23" W
7.	41° 01' 33"	230.00'	164.69'	161.20'	S 79° 29' 12" W
8.	31° 21' 20"	330.00'	180.59'	178.35'	N 64° 19' 21" W
9.	20° 46' 44"	470.00'	170.45'	169.52'	N 88° 02' 05" W
10.	02° 13' 05"	470.00'	18.47'	18.47'	N 70° 32' 38" W
11.	07° 09' 54"	470.00'	58.77'	58.73'	S 66° 05' 54" E
12	11° 29' 14"	470.00'	94.22'	94.07'	S 58° 43' 59" E
13.	3° 38' 49"	470.00'	29.91'	29.91	S 51° 11' 08" E
14.	69° 39' 59"	21.67'	33.96'	30.37'	S 13° 38' 27" W
15.	06° 26' 35"	125.00'	14.05'	14.04'	S 27° 46' 17" E
16.	37° 03' 50"	125.00'	81.08'	79.67'	S 05° 59' 00" E
17	10° 26' 00"	125.00'	22.72'	22.69'	S 17° 47' 30" W
18.	01° 32' 23"	375.00'	10.07'	10.07'	S 22° 13' 49" W
19.	13° 29' 23"	375.00'	89.38'	89.16'	S 14° 37' 56" W
20	04° 52' 28"	375.00'	31.90'	31.88'	S 05° 22' 01" W
21.	24° 26' 20"	75.00'	31.99'	31.74'	S 09° 17' 25" E
22	23° 30' 33"	45.00'	18.46'	18.33'	S 09° 43' 17" E
23.	42° 26' 31"	45.00'	33.33'	32.57'	N 23° 13' 16" E
24.	38° 05' 08"	72.00'	49.85'	48.94'	N 23° 23' 57" E
25.	12° 34' 08"	425.00'	93.27'	93.09'	N. 12° 39' 27" E.
26.	04° 02' 29"	425.00'	29.97'	29.87'	N 20° 58' 48" E
27.	54° 01' 35"	75.00'	70.72'	68.12'	N 04° 00' 47" W
28.	90° 00' 00"	20.00'	31.41'	28.28'	N. 78° 01' 33" W
29.	54° 01' 35"	100.00'	94.29'	90.83'	S. 04° 00' 47" E.
30.	20° 00' 00"	400.00'	148.80'	145.78'	S. 12° 29' 50" W
31.	83° 26' 51"	20.00'	29.14'	26.63'	S. 60° 44' 25" W
32.	07° 37' 09"	325.00'	43.21'	43.18'	S. 15° 11' 23" W.
33	09° 22' 51"	325.00'	53.21'	53.15'	S. 06° 41' 24" W.
34.	10° 09' 14"	225.00'	39.87'	39.82'	S 07° 04' 35" W
35	08° 41' 00"	225.00'	34.10'	34.06'	S. 16° 29' 47" W
36	16° 12' 20"	75.00'	21.21'	21.14'	S. 12° 44' 05" W
37.	11° 03' 38"	75.00'	14.47'	14.45'	S. 00° 33' 31" E.
38	24° 29' 43"	45.00'	19.18'	19.04'	S. 08° 47' 08" W.
39	40° 26' 36"	45.00'	31.79'	31.13'	N. 36° 14' 19" E.
40.	08° 25' 47"	75.00'	11.03'	11.02'	N. 54° 15' 47" E
41	39° 45' 35"	75.00'	52.04'	51.00'	N. 30° 10' 03" E.
42.	01° 59' 34"	175.00'	6.09'	6.09'	N. 09° 17' 38" E
43	06° 17' 56"	175.00'	19.22'	19.21'	N 03° 08' 44" E
44.	02° 59' 00"	375.00'	19.41'	19.41'	N 03° 28' 54" E
45	08° 40' 07"	375.00'	57.82'	57.77'	N. 09° 23' 03" E
46.	05° 11' 53"	375.00'	34.02'	34.01'	N 16° 24' 06" E
47.	81° 44' 36"	20.00'	28.53'	26.17'	N 21° 52' 18" W
48.	17° 00' 00"	350.00'	103.84'	103.46'	S. 10° 30' 00" W
49.	29° 00' 00"	200.00'	101.22'	100.15'	S. 16° 29' 40" W
50	97° 58' 37"	20.00'	34.20'	30.18'	S. 77° 39' 19" W
51	05° 36' 28"	275.00'	26.91'	26.90'	S. 26° 11' 36" W
52	14° 23' 37"	275.00'	69.08'	68.90'	S 18° 11' 46" W
53	00° 43' 53"	470.00'	5.99'	5.99'	N 49° 00' 48" W
54	06° 27' 46"	325.00'	38.64'	38.64'	S 12° 13' 53" W
55.	07° 58' 07"	325.00'	45.20'	45.16'	S 19° 26' 52" W
56.	03° 34' 05"	325.00'	20.23'	20.23'	S. 25° 18' 38" E
57.	19° 26' 04"	45.00'	15.26'	15.19'	N 38° 43' 02" E.
58	19° 01' 45"	45.00'	14.94'	14.87'	N. 35° 56' 56" E
59	29° 18' 21"	75.00'	38.36'	37.94'	N. 38° 48' 39" E.
60	27° 09' 28"	75.00'	35.54'	35.21'	N 22° 34' 44" E
61	01° 39' 40"	325.00'	9.42'	9.42'	N 09° 49' 50" E
62	07° 49' 57"	325.00'	44.42'	44.39'	N 14° 34' 39" E
63	07° 20' 56"	325.00'	41.68'	41.65'	N. 22° 10' 05" E
64.	03° 09' 27"	325.00'	17.91'	17.90'	N. 27° 25' 18" E
65	93° 30' 36"	20.00'	32.64'	29.13'	N. 17° 45' 18" W
66.	20° 00' 00"	300.00'	104.72'	104.18'	S. 19° 00' 00" W
67.	18° 00' 00"	300.00'	94.24'	93.88'	S. 17° 59' 60" W

RIVERSIDE VILLAGE NO. 3

CERIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned RIVERSIDE VILLAGE ASSOCIATES, a limited Partership in the State of Idaho, is the owner of the real property described below in Garden City, Idaho more particularly described as follows:

A portion of the South 1/2 of Section 24, T. 4N., R. 1E., B.M., Garden City, Ada County, Idaho, more particularly described as follows:

Commencing at the West 1/4 corner of Section 24, T. 4N., R. 1E., B.M., thence
S. 35°29'44" E. 2319.83, feet to the real point of beginning, thence
On a curve to the right whose central angle is 20°46'44", whose radius is 470.00 feet, whose length is 170.45 feet, and whose long chord bears S. 59°02'03" E. 169.52 feet, thence
S. 48°38'40" E. 70.09 feet, thence
On a curve to the left whose central angle is 31°21'20", whose radius is 330.00 feet, whose length is 180.59 feet, and whose long chord bears S. 64°19'21" E. 178.35 feet, thence
On a curve to the left whose central angle is 41°01'35", whose radius is 230.00 feet, whose length is 164.69 feet, and whose long chord bears N. 79°29'12" E. 161.20 feet, thence
N. 58°58'25" E. 111.62 feet, thence
On a curve to the right whose central angle is 22°08'00", whose radius is 345.00 feet, whose length is 133.28 feet, and whose long chord bears N.70°02'25" E. 132.45 feet, thence
S. 4°00'00" E. 155.75 feet, thence
S. 16°00'00" W. 158.02 feet, thence
S. 7°50'00" W. 360.68 feet, thence
N. 83°45'00" W. 424.59 feet, thence
N. 63°18'00" W. 523.58 feet, thence
N. 22°30'00" E. 182.49 feet, thence
N. 31°00'00" E. 134.88 feet, thence
N. 11°00'00" E. 100.00 feet, thence
N. 22°30'00" E. 100.00 feet, thence
S. 71°40'30" E. 26.91 feet, thence
On a curve to the right whose central angle is 2°15'05", whose radius is 470.00 feet, whose length is 18.47 feet, and whose long chord bears S. 70°32'58" E. 18.47 feet, to the real point of beginning

The undersigned do hereby dedicate to the public use, the streets shown on this plat. Public utility and drainage easement are not dedicated to the public, but the right of access to and use of these easements as required to service all lots within this plat is perpetually reserved.

IN WITNESS THEREOF, we have set our hands RIVERSIDE VILLAGE ASSOCIATES (a limited partership in the State of Idaho)

City Corporation(Managing Partner)

Nile G. Latta President

Howard Humphrey Secretary

ACKNOWLEDGMENT:

STATE OF IDAHO
COUNTY OF ADA ss

On this 16th day of June 1981, before me the undersigned notary public in and for said state, personally appeared Nile G. Latta and Howard Humphrey, known to me to be the president and secretary respectively of City Corporation, and acknowledged to me that City Corporation is the managing partner of RIVERSIDE VILLAGE ASSOCIATES, a limited partnership in the State of Idaho, and that they executed the foregoing instrument for and on behalf of said corporation as the managing partner for said partnership.

Notary Public, State of Idaho
Presiding at Boise, Idaho

CERTIFICATE OF LAND SURVEYOR

I, Roy B. Johnson, do hereby certify that I am a professional Engineer/Surveyer, licensed by the State of Idaho, and that this plat as described in the certificate of Owners, was draw from an actual survey made on the ground under my direct supervision, and accurately represents the points platted hereon, and [illegible] conformity with the State of Idaho Code relating to Plats and Surveys.

Roy B. Johnson 2284

ADA COUNTY HIGHWAY DISTRICT ACCEPTANCE

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioner's on the 18th day of June, 1981

Ada County Highway District Chairman

Planning & Development Engineer

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter or approval on file with the Ada County Recorder or his agent.

July 6, 1981
Date

Nancy Goodell
Health Officer

CERTIFICATE OF COUNTY ENGINEER

I, David M. Collins, County Engineer for Ada County, Idaho, do hereby certify that I have checked this plat, and that it complies with the State of Idaho Code relating to plats and surveys; this certification in no way constitutes approval of the street names shown heron.

County Engineer

CERTIFICATE OF THE COUNTY TREASURER

I, Marjorie Jonasson, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Marjorie Jonasson By Ann Gile
County Treasurer

August 4, 1981
Date

CERTIFICATE OF CITY ENGINEER

I, the undersigned, city engineer for Garden City, Ada County, Idaho, do hereby certify that I have checked this plat of RIVERSIDE VILLAGE NO. 3 and that it complies with the State of Idaho code relating to plats and surveys.

PLAT APPROVED
ADA COUNTY
APP'D BY
August 3, 1981

7-27-81
Date

City Engineer

APPROVAL OF CITY COUNCIL

I, the undersigned, city clerk, in and for the city of Garden City, Ada County, Idaho, do hereby certify that at a regular meeting of the city council held on 14 of JULY A.D., 1981, this plat of Riverside Village No.3 was accepted and approved.

JULY 31, 1981
Date

City Clerk

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF ADA) SS

INSTRUMENT NO. 8139680

I hereby certify that this instrument was filed at the request of Nile Latta at 41 minutes past 11 o'clock A.m., this 2nd day of Sept, 1981, in my office and was duly recorded in Book 61 of Plats at Page 4253 and 4253

By Deputy

Ex-Officio Recorder

$15.00 fee

Exhibit "M"

8123410

561 101

MASTER DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

RIVERSIDE VILLAGE

April 15, 1981

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Exhibits and Attachments

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Appendix 2	Approved Tree List

MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERSIDE VILLAGE

April 15, 1981

ARTICLE I.

RECITALS

WHEREAS, the Grantor is the owner of certain real property in Ada County, Idaho, hereafter referred to as "Riverside Village", and more particularly described on "Exhibit A" attached hereto and made a part hereof;

WHEREAS, the Grantor has deemed it desirable for the preservation and enhancement of property values, and desirability and attractiveness of Riverside Village to create a development of planned land use, quality design and construction with Common Areas and facilities and to insure adequate and regular maintenance of Common Areas and facilities, hereafter called "Project Objectives";

WHEREAS, the Grantor intends to perform the necessary acts of development in phases, according to a Master Plan;

WHEREAS, to assure the achievement of the Project Objectives, certain covenants, conditions, restrictions and easements applicable to the whole of Riverside Village are set forth hereafter in this instrument which is hereafter called "Master Declaration";

WHEREAS, because Riverside Village will be developed for several homogeneous uses, each of which has different characteristics, needs and requirements, the Grantor will, from time to time, promulgate further conditions, covenants, conditions, restrictions and easements as "Supplemental Declarations" relating to particular tracts or parcels of real property within Riverside Village;

WHEREAS, the ultimate management and government responsibilities of Riverside Village shall be vested in the Owners through an Association and Sub-Associations which shall have the right to promulgate certain policies and make certain decisions relating to specific tracts or parcels;

WHEREAS, in order to achieve the Project Objectives, the Grantor will control the management and government of Riverside Village until the Owners take over the management functions through the Association and the Sub-Associations upon substantial completion of the development process;

ARTICLE II.

DECLARATION

The Grantor hereby declares that the real property described on Exhibit A, and each lot, tract or parcel thereof (hereafter called "Lot" unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of Riverside Village or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in Riverside Village or any Lot therein; shall inure to the benefit of every Lot in Riverside Village and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor and by any Owner, or by the Association or any Sub-Association as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of Riverside Village in accordance with the Master Plan therefor as the same exists or may be modified from time-to-time nor prevent normal construction activities during the construction

of Improvements upon any Lot in Riverside Village. No such development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration or any Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs, or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration and any Supplemental Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration or any Supplemental Declaration.

ARTICLE III.

DEFINITIONS

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

ACC: The Architectural Control Committee for Riverside Village.

ACC Rules/ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.

Annexation: The process by which additional tracts or parcels of real property not described on Exhibit A are made part of Riverside Village and subject to this Master Declaration.

Articles: The Articles of Incorporation of Riverside Village Association, Inc., an Idaho non-profit corporation, including any amendments thereto duly adopted.

Assessment: A payment required of Riverside Village Association members and the members of any Sub-Association, including Regular, Special, or Limited Assessments as provided in this Master Declaration.

Association: Riverside Village Association, Inc., an Idaho non-profit corporation.

Beneficiary: See "Mortgagee", below.

Board: The duly elected and qualified Board of Directors of Riverside Village Association, Inc.

Building: A structure constructed on 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.

By-Laws: The By-Laws of Riverside Village Association, Inc., including any amendments thereto duly adopted.

Common Area: All real property within Riverside Village in which Riverside Village Association, Inc., or a Sub-Association, owns an interest or controls and which is held or controlled for the common use and enjoyment of all of its Members, including any recreation facilities and other improvements thereon. Unless a different meaning is necessarily implicit in the use of the term "Common Area", it shall also include any other area or improvements in or outside of Riverside Village which, pursuant to the provisions of this Master Declaration or any Supplemental Declaration, are either required or permitted to be maintained by the Association or a Sub-Association.

Deed of Trust: See "Mortgage", below.

Development: The project to be undertaken by the Grantor resulting in the improvement of Riverside Village, including landscaping, amenities, construction of roadways, utility services, and other improvements.

Flood Protection System: The levee and related improvements constructed by the Grantor adjacent to and parallel to the Boise River from the top of said levee to the winter water level of the Boise River.

Grantor: Riverside Village Associates, an Idaho Limited Partnership.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to houses, buildings, outbuildings, decks, patios, swimming pools, garages, carports, roads, driveways, sidewalks and walkways, parking areas, fences, walls, screens, stairs, landscaping, plantings, poles, signs, exterior radio, television or other antennae, exterior heating/air conditioning fixtures and equipment, and exterior lights. Improvements shall not include those items which are totally located on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of said Lot by the Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association or a Sub-Association upon one or more Lots, but not upon all Lots within Riverside Village, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association or Sub-Association to correct a condition prohibited or cure an Owner's breach hereunder.

Lot: A portion of Riverside Village which is a legally described tract or parcel of real property within Riverside Village or which is designated as a Lot on any recorded subdivision plat relating to Riverside Village. Easements reserved or granted by the Grantor for use of certain real property for greenbelt, lakes, amenity, or other purposes may include portions of certain Lots.

Master Declaration: This instrument as it may be amended from time to time.

Master Plan: The conceptual plan of the Grantor for the development of Riverside Village which may be amended from time to time without amendment of this Master Declaration or any other recording, a copy of which shall be on file at the principal office of the Grantor.

Member: Any person(s) who is an Owner of a Lot within Riverside Village.

Mortgage: Any mortgage or deed of trust or other hypothecation of real property located in Riverside Village to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this

Master Declaration shall be limited to a "first Mortgage", including a "first Deed of Trust" on a Lot in Riverside Village.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust including any assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in Riverside Village owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust, on a Lot.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot in Riverside Village, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of any Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in Riverside Village, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association and Sub-Association.

Riverside Village: The whole of the real property described on Exhibit A and any additional real property annexed thereto as provided herein.

Riverside Village Association, Inc.: The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self-government for Riverside Village.

Special Assessment: An assessment levied by the Association other than Regular or Limited Assessments.

Sub-Association: An Idaho non-profit corporation or unincorporated association organized by the Grantor or by any Owner(s) pursuant to a Supplemental Declaration recorded by the Grantor for any specific tract or parcel within Riverside Village.

Sub-Association Board: The duly elected and qualified Board of Directors of a Sub-Association.

ARTICLE IV.

GENERAL AND SPECIFIC RESTRICTIONS

SECTION 4.01 Use. Except as otherwise designated on the Master Plan for Riverside Village, or unless otherwise specified for a particular Lot, tract, or parcel in a Supplemental Declaration, all Buildings shall be used exclusively for residential purposes and such uses as are customarily incidental thereto.

SECTION 4.02 Buildings. Except where designated on the Master Plan for apartment use, or intended solely to provide access to another Lot(s) no Lots shall be improved except with one (1) dwelling unit and each dwelling unit shall contain such minimum floor areas, if any, and/or have such a minimum construction cost, if any, as are specified in a Supplemental Declaration applicable to the Lot, on which such dwelling unit is located.

SECTION 4.03 Architectural Control Committee. No Improvements shall be built, constructed, erected, placed or materially altered within Riverside Village unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the Architectural Control Committee (as well as the applicable Architectural Control Committee, if any, created by a Supplemental Declaration applicable to said Lot) in accordance with the provisions of Article XI, below.

SECTION 4.04 Prohibited Buildings. No trailer or other vehicle, tent, shack, garage, accessory building or outbuilding shall be used as a temporary or permanent residence.

SECTION 4.05 Setbacks. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a lot line than is shown on the recorded subdivision plat covering the Lot.

SECTION 4.06 Antennae. No exterior radio antennae, television antennae, or other antennae shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 4.07 Building Height. No Building located on a Lot which abuts the principal spine road within Riverside Village (shown on the Master Plan as and hereafter called "Riverside Drive") shall exceed one (1) story in height; provided, however, that any Building so affected by this restriction which is split-level or other architectural design which incorporates a substantial portion of the living area on more than one (1) floor level shall not exceed a height in excess of one and one-half (1 1/2) times the standard building height of a one (1) story Building.

SECTION 4.08 Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development, and maintenance of Riverside Village, the following easements:

(a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for Riverside Village.

(b) If so designated on the recorded plat of a portion of Riverside Village, easements to allow for pedestrian and bicycle access to and from the public greenbelt adjacent to the Boise River from public rights-of-way within Riverside Village.

(c) An easement for lakes, ponds, and water courses, including any equipment or appurtenances used in connection therewith, as may be constructed by the Grantor or the Association within Riverside Village for drainage, irrigation, flood protection, recreation, or amenity purposes.

(d) Reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the wilful act or acts of an Owner.

(e) Whenever ingress or egress to a Lot is shown on the recorded subdivision plat to be provided on, over or through all or a portion of another Lot or parcel (hereafter called "Access Lot") which serves more than one Lot, notwithstanding the vesting of the title to said Access Lot, the Owners of said Lots served or to be served by such Access Lot shall be entitled to full use and enjoyment of the whole thereof and no Owner shall obstruct or inconvenience free use thereof by any other Owner. All Owners of Lots served by said Access Lot shall share equally in all costs to improve, repair, replace, or maintain said driveway or other access improvements and in the event any Owner pays more than his share of said costs, he shall be entitled to prompt reimbursement of the excess costs paid by all other Owners obligated to pay a portion of said costs and expenses pro-rated based on the number of Owners obligated to share said costs. Provided, however, that absent a case of emergency, no Owner shall have the right to incur such costs and expenses without the consent and approval of all other Owners obligated to pay a portion of said costs. If said Owners cannot agree with respect to the necessity or the reasonableness of such costs and expenses or an Owner's obligation to pay a pro-rata share thereof, then any of said Owners shall have the right upon written request delivered to the Association to have the matter submitted to the Board which shall decide the dispute and its decision shall be binding. The failure or refusal of an Owner to pay or contribute his pro-rata share of such costs and expenses, as determined by the Board, shall empower the Board to make a Limited Assessment against that Owner which Limited Assessment shall be collected and enforced in the manner provided

for the collection and enforcement of Limited Assessments in this Master Declaration, and upon collection thereof by the Association, the Owner(s) entitled to reimbursement shall be paid.

(f) For the purpose of permitting the Association, its contractors and agents, to enter into those portions of Lots contiguous to the Common Area and not enclosed by fences to maintain, replace and restore landscaping and other improvements within the Common Area.

(g) For the purpose of permitting the Grantor, the Association, the City of Garden City, Idaho, its agents and designees, access to the Flood Protection System adjacent to the Boise River in Riverside Village, and for access to the Boise River and the public greenbelt adjacent thereto by emergency vehicles of all types, an easement twelve feet (12') in width, the south boundary line of which shall be the "edge of levee" or "edge of dike" as shown on a Plat for Riverside Village, and those additional easements, if any, designated on said Plat.

(h) For the maintenance, repair and reconstruction of any portion of the Flood Protection System in Riverside Village, an easement in favor of the Grantor, the Association, the City of Garden City, Idaho, its agents and designees, and any other governmental entity having jurisdiction thereof, over, through, along and across the Lots upon which a portion of said Flood Protection System is constructed, provided, however, that the costs of repairing any damages to a Lot or restoring any Improvements thereon caused by the maintenance, repair and reconstruction of a portion of the Flood Protection System shall be paid by the Association and shall be funded by a Special Assessment on all Lots in Riverside Village.

The easement areas (excluding any equipment or appurtenances owned by the Grantor, the Association, or a utility company located thereon) herein reserved in subsections (a), (b), (c), (d), (e), (f) (g) and (h) of this Section shall be maintained by the Owner of the Lot upon which they are situated provided, however, that those portions of any lakes, ponds or other water courses located adjacent to Riverside Drive including any landscaping from the edge

thereof to the pavement edge of Riverside Drive shall be maintained by the Association.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of said easement, and no other activity shall be undertaken within any Lot which may interfere with the use and access intended to be provided by said easement or the installation or maintenance of the utilities or other facilities, if any, located therein.

SECTION 4.09 Commercial Use. Unless specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business acitivity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to Riverside Village, model homes, or real estate sales.

SECTION 4.10 Lighting. Exterior lighting and interior lights reflecting outside shall not be placed to cause glare or excessive light spillage on neighboring Lots.

Each Owner shall maintain, replace, and repair and pay for all power and other costs of operating any outside lights installed on a Lot by the Grantor or which are required to be installed by the Architectural Control Committee as a part of the approved construction plans. In the event an Owner shall fail to maintain and operate such lights, the Board and/or the Board of a Sub-Association having jurisdiction over the Lot shall have the right to repair and operate said lights including the right to levy a Limited Assessment against the Lot upon which said lighting is located for the cost thereof.

SECTION 4.11 Animals. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated dogs, cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 4.12 Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within Riverside Village.

SECTION 4.13 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Control Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grades, berms or swales should be an integral part of the grading design. Water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists. Existing berms, grades and drainage swales shall not be modified unless prior written approval is granted by the Architectural Control Committee. There shall be no interference with the established drainage pattern over any portion of Riverside Village, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Control Committee. For the purposes hereof, "established drainage pattern" is defined as the drainage which exists at the time the overall grading of any portion of Riverside Village is completed by the Grantor, or that which is shown on any plans approved by the Architectural Control Committee, which may include drainage from Common Areas over any Lot or Lots in Riverside Village.

SECTION 4.14 Oil and Mineral Rights. There is hereby reserved to the Grantor, together with the right of the Grantor to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name know and the rights in connection therewith, geothermal steam, and all products derived from any of the foregoing, that may be within or under the land comprising Riverside Village, together with the perpetual right of drilling, mining, exploring and operating therefor and scoring in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from land other than land within Riverside Village, oil and gas wells, tunnels and shafts into, through, or across the subsurface of land within Riverside Village and to bottom such whipstocked or directional drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to re-drill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper 50 feet of the subsurface of the land within Riverside Village.

SECTION 4.15 Streets. Special applied designs, if any, in the roadways and culdesacs are permitted but shall be maintained by the Association if such maintenance is not provided by the governmental entity having jurisdiction and control thereof.

SECTION 4.16 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the cost of insurance on any property owned or managed by the Association or any Sub-Association, without the approval of the Board thereof, nor shall anything be done or kept on a Lot which would result in the cancellation of insurance on any property owned or managed by the Association(s) or Sub-Associations or which would be in violation of any law.

SECTION 4.17 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "for sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purpose are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign in Riverside Village shall be permitted provided the same is approved by the Architectural Control Committee prior to installation.

SECTION 4.18 Mailboxes. No freestanding mailbox shall be constructed or installed on any Lot without the prior written approval of the plans therefor by the Architectural Control Committee. All freestanding mailboxes shall comply with the design requirements and otherwise be in accordance with the specifications contained in "Appendix 1" attached hereto and made a part hereof.

SECTION 4.19 Subdividing. Unless provided to the contrary in a Supplemental Declaration applicable thereto, no Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Board; provided, however, that nothing herein shall be deemed to prevent an Owner from transfering or selling any

Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the Board therefor.

SECTION 4.20 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor including the location, design, material and color thereof, have been approved in writing by the Architectural Control Committee prior to construction or installation.

All fences and walls shall be subject to the following restrictions:

(a) No fence or wall shall be permitted to be constructed or installed on any portion of a berm constructed by the Grantor in Riverside Village.

(b) All fences and walls constructed or installed adjacent to any pedestrian easements shall not be higher than four (4) feet.

(c) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a lower height is required in this Master Declaration or an applicable Supplemental Declaration) and shall be compatible in height, design, materials and color with the theme of the culdesac in which the Lot is located.

(d) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

(e) With respect to a Lot which adjoins the public greenbelt located adjacent to Riverside Village or a lake in Riverside Village, no fence or wall thereon shall be permitted closer to said public greenbelt or lake than six (6) feet northerly of the "edge of levee" or "edge of dike" line as shown on the Plat.

(f) All fences and walls proposed to be constructed and installed within 100 feet of any Flood Protection System shall be subject to the additional requirements and restrictions contained in Article XIII, below.

SECTION 4.21 Landscaping. The following provisions shall govern the landscaping of Lots within Riverside Village:

(a) The Owner shall prepare a landscape plan and shall submit the same to the Architectural Control Committee as provided in Article XI, below. The Architectural Control Committee shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.

(b) The landscaping that shall be required to be installed in the front yard and the side yards, to the rear line of the Building (hereafter called "required landscaping") shall consist of sodding, automatic underground sprinkler system and three (3) trees, all of which must be installed by a professional landscape firm prior to occupancy of the Building following the Initial Construction thereof. With respect to each Lot which has a side yard abutting Riverside Drive, the side yard which abuts said right-of-way shall be fully landscaped with the foregoing required landscaping prior to occupancy. All other landscaping on a Lot shall be installed by the Owner within six (6) months after the date of occupancy of the Building on said Lot.

(c) All trees planted or installed on a Lot shall be selected from the recommended list of the same attached hereto as "Appendix 2" and made a part hereof.

(d) Any deciduous tree installed in accordance with an approved landscape plan shall be at least two inches (2") in diameter and all other tree types shall be at least six feet (6') in height.

SECTION 4.22 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within Riverside Village and no odor shall be permitted to arise therefrom so as to render any Lot within Riverside Village unsanitary, unsightly, offensive or detrimental to any other Lot therein or in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon or from any Lot so as to be offensive or detrimental to any other Lot within Riverside Village or

in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot within Riverside Village.

SECTION 4.23 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

(a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep such Lot and the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, and otherwise maintain the same in a neat and aesthetically pleasing condition. Maintenance of the exterior of Improvements shall be in accordance with standards adopted by the Architectural Control Committee.

(b) All damage to such Improvements shall be repaired as promptly as is reasonably possible.

(c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. A vacant Building and an unimproved Lot shall not be exempt from the provisions of this Master Declaration.

(d) All Buildings, structures, facilities, equipment, objects and conditions determined by the Architectural Control Committee, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from public view.

(e) No articles, goods, materials, machinery, equipment, plants, animals or similar items, shall be stored, kept or maintained on a Lot within the area

between the property line and the required building setback area along a public right-of-way, or otherwise kept in the open or exposed to public view.

(f) No outside storage or operations of any kind shall be permitted on any Lot, unless such activity is visually screened from public view and the same shall not extend above the top of such screening. Any articles, goods or materials stored in other than an enclosed, covered structure shall be completely enclosed either with a screen or landscaped planting, or both, as determined by the Architectural Control Committee.

(g) Any event or condition on a Lot which, in the sole discretion of the Architectural Control Committee, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration or a Supplemental Declaration applicable to the Lot.

(h) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board or the Sub-Association Board having jurisdiction over the Lot, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association or the Sub-Association, as the case may be, for the cost thereof. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanics lien, for all costs and expenses incurred by the Association or Sub-Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other Assessments set forth in Article VIII of this Master Declaration.

SECTION 4.24 Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, vehicles other than automobiles, campers, and garden or maintenance equipment when not in actual use shall be kept at all times in an enclosed structure or screened from public view and at no time shall any of said vehicles or equipment be parked or stored on a public right-of-way within Riverside Village.

SECTION 4.25 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 4.26 Exterior Materials and Colors. After completion of the Initial Construction, and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within Riverside Village in whole or in part, exterior materials and color shall be selected and used which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all Buildings within each culdesac within Riverside Village will present a unified and coordinated appearance.

SECTION 4.27 Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC Rules, which may prohibit or limit the use thereof within Riverside Village, provide parking regulations or other rules regulating the same.

SECTION 4.28 Mining and Drilling. Except in the exercise of rights under Section 4.14 hereof, no Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided, that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water. Nothing herein shall prevent or prohibit the Grantor or the City of Garden City, Idaho, from drilling and installing and thereafter operating a domestic water well within Riverside Village if such is required to provide adequate public water service to Lots.

SECTION 4.29 Exterior Energy Devices. No energy production device, including but not limited to generators of any kind and solar energy devices, shall be constructed

or maintained on any Lot without the prior written approval of the Architectural Control Committee, except for heat pumps or similar appliances shown on the plans approved by the Architectural Control Committee.

SECTION 4.30 Delegation of Use. Any Owner may delegate or assign his rights in a Lot and in any rights under this Master Declaration whether by easement or otherwise to members of his family, his tenants or his contract purchasers who reside on the Lot to which the Owner has title; provided, however, that such delegation or assignment shall not relieve the Owner from any obligations hereunder and such person to whom rights are delegated or assigned shall be, in all respects, subject to the prohibitions, limitations and obligations contained in this Master Declaration.

SECTION 4.31 Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot, tract, parcel or portion of Riverside Village or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others, or to complete excavation, grading and Development to or on any Lot, tract, parcel or portion of Riverside Village owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional improvements as Grantor deems advisable in the course of Development of Riverside Village. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, reservations, rights-of-way and easements to itself, to utility companies and to others as may from time-to-time be reasonably necessary. The Grantor need not seek or obtain Architectural Control Committee approval of any improvement constructed or placed within Riverside Village by the Grantor on any Lot owned by the Grantor in connection with the Development of Riverside Village. The Grantor shall be entitled to the nonexclusive use, without charge, of any recreational facilities and Common Area within Riverside Village in order to dispose of Lots therein.

ARTICLE V.

RIVERSIDE VILLAGE ASSOCIATION, INC.

SECTION 5.01 Organization of Association. Riverside Village Association, Inc., shall be organized by the Grantor

as an Idaho non-profit corporation and shall be charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpeted so as to be inconsistent with this Master Declaration.

SECTION 5.02 Sub-Associations. Until completion of the Development of Riverside Village, the Grantor shall have the sole and absolute right to create one or more Sub-Associations for purposes not inconsistent with this Master Declaration including, but not limited to, the following which shall be provided for in a Supplemental Declaration:

(a) Acquire and improve any Lot, tract, parcel or portion of Riverside Village.

(b) Promulgate rules and regulations governing Common Area owned by or under the control of the Sub-Association.

(c) Determine the services, in addition to those furnished by the Association, which are to be furnished to or for the benefit of the Members of the Sub-Association.

(d) Assess and certify to the Association for collection Regular, Special and Limited Assessments required to meet the estimated cash needs of the Sub-Association.

The Articles of Incorporation, By-Laws, rules, regulations and the Supplemental Declaration relating to a Sub-Association shall not be inconsistent with the terms and provisions of this Master Declaration and any inconsistency shall be governed by this Master Declaration. Unless earlier consented to in writing by the Grantor, after completion of Development of Riverside Village, Sub-Associations may be formed by any Owner or group of Owners with the approval of the Board and by satisfying all necessary legal requirements including, but not limited to, the preparation, execution and recording of a Supplemental Declaration.

Except as provided to the contrary in this Master Declaration or unless specifically provided to the contrary in the Supplemental Declaration relating to a Sub-Association, the provisions of this Article shall be applicable to and shall regulate each Sub-Association.

SECTION 5.03 Relationship Between Association and Sub-Associations. It is the purpose and intent of the provisions of this Master Declaration that the Association shall be charged with and responsible for the management of all activities in Riverside Village including, in addition to all other duties and responsibilities set forth in this Master Declaration, the following:

(a) The approval of all rules and regulations of each Sub-Association and providing of assistance to a Sub-Association in the enforcement thereof.

(b) The levy and collection of Assessments of each Sub-Association which have been certified by the Sub-Association Board to the Association.

Nothing herein contained shall restrict or prohibit a Sub-Association from owning, in its own name, Common Area and recreational facilities located thereon and other property related thereto, the use of which shall be restricted to Members of that Sub-Association. However, it is the intent of this Master Declaration that any such Common Area owned by a Sub-Association, the use and maintenance thereof, and the activities of a Sub-Association, shall be consistent with and in furtherance of the Project Objectives and the terms and provisions of this Master Declaration to assure that the whole of Riverside Village is developed and approved as a quality residential community.

SECTION 5.04 Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of Riverside Village Association, Inc., and no Owner shall have more than one membership in said Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transfered, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 5.05 Voting. The Association and each Sub-Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of lots within Riverside Village, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Grantor. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(i) When the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership, provided, however, that Class B membership shall not be converted to Class A membership under this sub-section (i) until all property owned by the Grantor within Riverside Village has been subdivided; or

(ii) Eight (8) years from the date of the first sale to an Owner of a Lot.

SECTION 5.06 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time-to-time. The initial Board of Directors of the Association shall be appointed by the incorporators and shall hold office until the first annual meeting of Members, at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the By-Laws.

SECTION 5.07 Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws, or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws, or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.

(b) Right of Enforcement. The power and authority from time-to-time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Master Declaration, the Articles or the By-Laws of the Association, or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.

(c) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.

(d) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager, or any other representative or employee of the Association, or the ACC, provided that said Board member, officer, manager or other person, has, upon the basis of such information as was available, acted in good faith without wilful or intentional misconduct.

(e) Association Rules. The power to adopt, amend and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners, families of Owners, invitees, licensees, lessees or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws, or this Master Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy thereof shall be posted in a conspicuous place within the Common Areas. Upon such mailing or delivery and posting, said Association rules

shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws, or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superceded to the extent of any such inconsistency.

(f) Emergency Powers. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by said Owner.

(g) Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, through or under the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

(i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities.

(h) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 5.08 Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned by the Association. The Board, on behalf of the Association, may contract with a Sub-Association for the operation, management and maintenance of all or any portion of the Common Area.

(b) Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

(c) Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbage collection, electrical, telephone, gas and other necessary services for the Common Area owned by the Association.

(d) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for Riverside Village whether the same be located within or without the boundaries of Riverside Village.

(e) Riverside Drive. Maintain, repair, replace, landscape, plant and otherwise care for the following landscaped areas within Riverside Drive:

(i) All landscaped medians within Riverside Drive from its intersection with Glenwood Street through Riverside Village; and

(ii) The roadside portions of all berms constructed by the Grantor adjacent to Riverside Drive from the top of any such berm to the pavement edge of Riverside Drive including any such berms located adjacent to Riverside Drive from its intersection with Glenwood Street provided that the Board determines such is necessary to assure proper maintenance thereof.

(f) Water Areas. Maintain, repair or replace any pumps, fountains or other equipment or facilities installed by the Grantor or the Association concerning any lake, pond or water course located within Riverside Village and otherwise maintain lakes, ponds and water courses within Riverside Village to the end that they shall be and remain clean, sanitary and attractive and usable for the purposes designed.

(g) Greenbelt. Maintain any portion of the public greenbelt, including any improvements thereon, located adjacent to Riverside Village if the same is not maintained by a public entity, or, if maintained by a public entity, the maintenance is inadequate and such is deemed by the Board to be detrimental to any Lot within Riverside Village or to Riverside Village as a whole.

(h) Flood Protection System. Repair any damage or restore any Improvements (not including a Building or similar structure) located on a Lot but damaged or destroyed by the reasonable and necessary exercise of the right of entry by the City of Garden City, its agents or designees, or any other governmental entity having jurisdiction thereof, for the maintenance, repair or reconstruction of the Flood Protection System in or adjacent to Riverside Village.

(i) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect the following policies of insurance:

(i) Fire insurance including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all improvements, equipment, fixtures and other property located within the Common Areas owned by the Association including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of Common Areas or easement areas under the control of the Association.

(ii) Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000.00) per person and One Million Dollars ($1,000.000.00) per occurrence with respect to personal injury or death, and One Hundred Thousand Dollars ($100,000.00) for property damage. The limits of said coverage shall be periodically reviewed by the Board and may be increased at the Board's discretion.

(iii) Full coverage directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars ($250,000.00).

(iv) Such other insurance including workman's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

(v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(vii) Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a mortgagee or Owner of a Lot within Riverside Village, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA, or FHLMC, as applicable.

(j) Rule Making. Make, establish, promulgate, amend and repeal Association rules.

(k) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Master Declaration.

(l) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

SECTION 5.09 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member and to each Mortgagee which has given notice to the Association as provided in Section 8.07, below, as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days before the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VI.

ASSOCIATION PROPERTIES

SECTION 6.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties and the properties of any Sub-Association of which the Owner is a Member subject to the following:

(a) The provisions of the Articles and By-Laws of the Association and any Sub-Association applicable to the Lot, this Master Declaration and applicable Supplemental Declaration, and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association or Sub-Association properties, shall comply with the same.

(b) The right of the Association or Sub-Association to charge reasonable admission and other fees for the use of any recreational facility located upon property owned by it.

(c) The right of the Association or Sub-Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Association or a Sub-Association.

(d) The right of the Association or Sub-Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the first lien holders on any Lot or Common Area in Riverside Village.

costs of such corrective action, together with interest, related expenses, and attorneys fees which may be incurred in collecting the same, shall be assessed and collected as set forth in Article VIII of this Master Declaration.

(c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association or a Sub-Association as a whole. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 7.05 Sub-Association Assessments. Any Sub-Association of Riverside Village is hereby empowered to assess and certify for levy and collection by the Association, Regular, Special and Limited Assessments on the Lots and Owners thereof who are Members of said Sub-Association. The certification for levy by a Sub-Association and the collection thereof by the Association shall be as follows:

(a) The Sub-Association Board shall, following its By-Laws, rules and regulations, meet and approve a Regular, Special or Limited Assessment.

(b) A written certification signed by the President and Secretary of the Sub-Association that a Regular, Special or Limited Assessment has been approved by the Sub-Association Board shall be submitted to the Board. The certification shall contain the following: (i) a description of the type of Assessment to be levied and collected; (ii) the name and address of the Owner and the legal description of each Lot to be assessed; (iii) the amount to be levied and collected from each Owner; and (iv) the term of said levy and the due dates for the payment thereof by the Owners affected. The due dates may be adjusted by the Board to effect conformity to the due dates of the Assessments of the Association for the purpose of achieving efficiency and economy in preparing and mailing statements and notices, collection, etc.; provided, however, that the due date as adjusted may not be more than forty-five (45) days before or after the due date certified by the Sub-Association.

(b) All Regular, Special and Limited Assessments or charges made by a Sub-Association of which the Owner is a Member.

All such Assessments, together with interest, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment became due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of his Lot.

SECTION 7.02 Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. Unless the Board specifically determines to the contrary, Regular Assessments shall be projected for a one-year period and shall be payable by each Owner in twelve (12) monthly installments. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and any recreational facilities located thereon and all easement areas controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes, and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain pursuant to the terms of this Master Declaration, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods, and the creation of a reserve, surplus, and/or sinking fund(s).

SECTION 7.03 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

(a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any recreational facility located thereon

or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration.

(b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board; the Board shall determine the approximate amount necessary to cure said deficit and shall have the right to levy a Special Assessment therefor provided that no Special Assessment shall be levied which exceeds the greater of twenty-five percent (25%) of the budgeted gross expenses of the Association for that calendar or fiscal year or $100.00 per Lot, without the vote or written consent of a majority of each class of Members of the Association.

SECTION 7.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of Riverside Village, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board by said Owner. The Board shall levy a Limited Assessment against the Owner and the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

(b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Master Declaration, an applicable Supplemental Declaration or the ACC Rules or ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The

SECTION 6.02 Damages. Each Owner shall be liable for any damages to the Common Area or the recreational facilities located thereon, Flood Protection System or an easement area controlled by the Association or Sub-Association which may be sustained by reason of the negligence, reckless or intentional misconduct of said Owner or of his family, licensees, invitees, lessees or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot and may be collected as provided in Article VIII, below.

SECTION 6.03 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association or any Sub-Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association or the Sub-Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 6.04 Condemnation. If at any time any part of a Common Area or other property owned by the Association or any Sub-Association be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association or the Sub-Association, whichever entity owns said property. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association or Sub-Association; (ii) acquire and/or improve additional properties for the Association or Sub-Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VII.

ASSESSMENTS

SECTION 7.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due the following:

(a) All Regular, Special and Limited Assessments or charges made by the Association of which the Owner is a Member.

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(c) Upon compliance with the foregoing, the Board shall levy the Assessment so certified in accordance with the terms of the certification in the same manner as levies for Assessments of the Association. Any levy made by the Association on behalf of a Sub-Association pursuant to a proper certification shall have the same force and effect as a levy made by the Association.

(d) The Association, upon receipt of any funds paid pursuant to a levy certified by a Sub-Association, shall deposit such funds as received in the separate account of the Sub-Association, as designated by the Sub-Association.

SECTION 7.06 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot within each separately platted phase or subdivision within Riverside Village shall commence on the earlier of (i) the first day of the sixth (6th) month following the closing of the first sale of a Lot without a dwelling unit constructed thereon or (ii) the first day of the month following the first sale of a Lot with a dwelling unit constructed thereon to an Owner ("Assessment Commencement Date"). From and after the Assessment Commencement Date until January 1 of the next calendar year (or the first day of the first month of a fiscal year, if one be elected by the Board), there shall be assessed against each Lot (other than those owned by the Grantor) a Regular Assessment of $25.00 per month per Lot for the Association, which shall be paid monthly by all Owners (other than the Grantor). For the first two (2) years following the Assessment Commencement Date for each separately platted phase or subdivision within Riverside Village the Grantor shall be assessed an annual amount per Lot owned therein by the Grantor equal to twenty-five percent (25%) of the amount assessed against Lots owned by other Owners and the amount by which the expenses of the Association exceed the amount assessed to all other Lots not owned by the Grantor. Following the date which is two (2) full years after the Assessment Commencement Date, the Grantor shall pay the same amount of Assessments per Lot owned by the Grantor as is assessed other Owners of Lots. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within Riverside Village in which the Grantor owns all of the Lots. Not less than thirty (30) nor more than sixty (60) days prior to the beginning of each calendar

year (or fiscal year, if one be elected by the Board) following the Assessment Commencement Date, the Board shall estimate the total amount of funds necessary to defray the expenses of the Association (other than those which are collected as Limited Assessments) and shall assess the Owner of each Lot for the following year. Nothing contained in this Master Declaration shall prevent the Association or a Sub-Association from including in a Regular or Special Assessment any amount necessary to pay in advance any cost or expense required to be prepaid by the Association.

SECTION 7.07 Increase in Regular Assessments. The Board of the Association may, after January 1 of the calendar year (or the first day of the first month of a fiscal year if one be elected by the Board) following the Assessment Commencement Date, increase the Regular Assessments effective for that year by an amount not in excess of the greater of ten percent (10%) of the Regular Assessment per Lot assessed by the Association for the previous year without the approval by vote or written consent of two-thirds (2/3) of each class of Members of the Association.

SECTION 7.08 Uniform Rate of Assessments. Unless otherwise specifically provided in this Master Declaration or a Supplemental Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Owners subject thereto.

SECTION 7.09 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of each month unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 7.10 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association or certified by a Sub-Association to and levied by the Association, on Lots within Riverside Village, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time-to-time. Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge, the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to promptly and

timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of nonpayment of an Assessment.

SECTION 7.11 Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of such Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 7.12 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment or a Limited Assessment described in Section 7.04(c), above, shall be sent to all Owners subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of the total votes of each class of Members of the Association subject to the levy of such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VIII.

ENFORCEMENT OF ASSESSMENTS

SECTION 8.01 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association

(including the Assessments made and certified by a Sub-Association) is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney or attorneys are employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, or any Supplemental Declaration, each Owner agrees to pay reasonable attorneys fees in connection therewith. The Board, or its authorized representative(s) may enforce the obligation of an Owner to pay the Assessments by commencement and maintenance of a suit at law or in equity or the Board may exercise the power of sale pursuant to Section 8.05, below, to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereafter provided for.

SECTION 8.02 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any or all Lots in Riverside Village pursuant to this Master Declaration or any Supplemental Declaration, together with interest thereon at the rate established by the Board if not paid when due and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys fees. The amount of said lien, as it exists from time-to-time, shall be established upon recordation of a Notice of Assessment as provided in Section 8.03, below. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant to such first Mortgage or first Deed of Trust and all amounts advanced pursuant to such first Mortgage or first Deed of Trust and secured by the lien thereof in accordance with the terms of such instrument; and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Lot after the recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments

levied by the Association (including those certified by a Sub-Association and levied by the Association) as provided herein, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 8.03 Notice of Assessment. To establish the amount of a lien for sums assessed pursuant to this Master Declaration or any Supplemental Declaration, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof including the amount and due date of installments if the same are permitted, the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot, and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association acknowledged by a Notary Public, and recorded in the office of the Ada County Recorder. A Notice of Assessment shall be prepared and recorded at the time of the Assessment and levy thereof by the Board.

SECTION 8.04 Notice of Satisfaction. At least annually, the Association shall prepare and record a Notice of Satisfaction with respect to all Lots upon which there are no outstanding Assessments. When through sale or other litigation all sums secured by the lien have been paid, then a further notice stating the satisfaction of any such lien shall be executed by the President and Secretary of the Association and recorded in Ada County, Idaho. The failure of the Association to prepare and record a Notice of Satisfaction shall not subject the Association to any claim or liability of any kind or in any way affect the right of the Association to levy future Assessments.

SECTION 8.05 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessments herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings including all reasonable attorneys fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The

Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use, and otherwise deal with and in said Lot as the Owner thereof.

SECTION 8.06 Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration or any applicable Supplemental Declaration, no action may be brought to foreclose the lien for any Assessments, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the Owner of the Lot described in such Notice. Said Notice shall specify the amount and due date of the unpaid Assessment, or installment thereof, and the legal description of the Lot.

SECTION 8.07 Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 8.06, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

(a) The name and address of said Mortgagee;

(b) A legal description of the Lot subject to the lien of the Mortgage, by Lot, Block and Subdivision;

(c) The name and address of the Owner;

(d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;

(e) The maturity date of the obligation secured by said Mortgage lien;

(f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;

(g) The signature of the Mortgagee or authorized agent;

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of $25.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 8.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 8.08 Term of Assessment. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of two (2) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable as specified in the Notice of Assessment relating thereto.

SECTION 8.9 Nonexclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE IX.

SUB-ASSOCIATIONS

SECTION 9.01 Creation. The Grantor shall have the right to create Sub-Associations as Idaho non-profit corporations. Each such Sub-Association shall have all powers, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Master Declaration with respect to the Association, except for such differences, requirements or limitations as are expressly set out in this Master Declaration and/or the applicable Supplemental Declaration and such changes as the Grantor may deem appropriate as a result of the different and specific Common Areas being owned, maintained and managed by such Sub-Associations, which changes shall be set forth in a Supplemental Declaration.

SECTION 9.02 Voting. Each Sub-Association shall have the two (2) classes of voting membership and the voting rights shall be as specified for the Association in Section 5.05, above.

SECTION 9.03 Powers and Duties. Each Sub-Association shall be managed by a Board of Directors and officers in the same manner as specified in Section 5.06, above, for the Association, and shall have the same powers and duties with respect to its Members and the Common Areas and recreational facilities located thereon owned, managed or maintained by it, including any easement areas controlled by it, said powers and duties to include the levying of Assessments and certification thereof to the Association for collection, adopting rules and regulations, granting easements, licenses, and rights-of-way, payment of expenses, taxes, assessments, utility charges, insurance premiums, and the preparation and distribution of budgets and financial statements as are provided in Article V, above.

SECTION 9.04 Members. The Members of each Sub-Association shall be the Owners of Lots in the portion or phase of Riverside Village described in the Supplemental Declaration relating thereto. Memberships may only be transferred in the same manner as specified in Section 5.04, above.

ARTICLE X.

BOOKS AND RECORDS

SECTION 10.01 Right of Inspection. All books, records and minutes of the Board and a Sub-Association Board and all other books and records maintained by an Association or a Sub-Association shall be made available for inspection and copying by any Owner who is a Member thereof or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a Member in such Association or Sub-Association or at such other place and time as the Board or Sub-Association Board shall prescribe.

SECTION 10.02 Rules Re Inspection. The Board and each Sub-Association Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by the persons desiring to make an inspection or copy the same; (ii) hours and days of the week when such inspection and copying may be made; and (iii) payment of the cost of reproducing copies of documents requested pursuant to this Article.

SECTION 10.03 Directors Right of Inspection. Every member of the Board or a Sub-Association Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association or the Sub-Association of which he is a director, and the physical properties owned or controlled by the same. The right of inspection by a director includes the right to make extracts and copies of any said books, records or documents.

ARTICLE XI.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 11.01 Members of the Committee. The Architectural Control Committee (ACC) shall consist of three (3) members. The following persons are hereby designated as the initial members of the ACC:

Alvin S. Marsden
Nile G. Latta
David R. Williams

A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause. A change in the membership of the ACC shall not require an amendment of this Master Declaration or the recording of any instrument.

SECTION 11.02 Appointment. Until all real property in Riverside Village owned by the Grantor has been subdivided and the Grantor's ownership of said Lots is less than five percent (5%) of the total Lots within Riverside Village, the Grantor shall have the sole right to appoint and remove all members of the ACC. Written notice of the removal and/or appointment of a member of the ACC by the Grantor shall be given to the Board. The purpose of this provision is to assure that the Grantor can control the initial Development of Riverside Village and the construction of Improvements on the Lots therein so that a quality residential community consistent with the Project Objectives of Riverside Village is achieved. Thereafter, all members of the ACC shall be appointed or removed by the Board and, further, the Board shall have the right to establish terms of office for said members.

SECTION 11.03 Meetings of ACC. The ACC shall meet from time-to-time as necessary to perform its duties. The ACC shall have the right by resolution, unanimously adopted and reduced to writing, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC except the granting of variances. In the absence of such designation, the vote of any two (2) members of the ACC approving any resolution or decision, or the written consent of any two (2) members of the ACC without a meeting approving any resolution or decision, shall constitute an act of the ACC.

SECTION 11.04 Compensation of Members. The members of the ACC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined at the sole discretion of the Board.

SECTION 11.05 Non-liability. The ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof shall be liable to the Association, any Owner, or any other person, for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof to recover such damages.

SECTION 11.06 Responsibility. The ACC shall have the responsibility for approving (or denying) the applications for, and the supervising of, the design, construction, modification, alteration, removal, destruction, and maintenance of all Improvements constructed, installed or placed on Lots in Riverside Village so that it will be a quality residential community and the requirements of this Master Declaration, any applicable Supplemental Declaration and any rules and standards promulgated by the ACC will be observed.

SECTION 11.07 Approval Required. No construction, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within Riverside Village without the prior express written approval of the ACC.

SECTION 11.08 ACC Rules/ACC Standards. The ACC shall have the power to promulgate ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within Riverside Village deemed necessary or desirable by the ACC to carry out the purposes of this Master Declaration. The ACC shall also have the power to promulgate ACC Rules applicable to the carrying out of its duties.

All ACC Standards and ACC Rules shall be consistent with the provisions of this Master Declaration and any applicable Supplemental Declarations and shall be adopted by a majority of the members of the ACC.

SECTION 11.09 Variances. The ACC may authorize variances from compliance with the requirements of any conditions, restrictions, or requirements contained in this Master Declaration, any applicable Supplemental Declaration, ACC Rules or ACC Standards, including, but not limited to, restrictions upon height, size, floor area, construction cost or placement of structures, or similar restrictions when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, any applicable Supplemental Declaration, ACC Rules or ACC Standards shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration, any applicable Supplemental Declaration, ACC Rules or ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

SECTION 11.10 Application. To request ACC approval for the construction, alteration, modification, removal or destruction of any Improvements within Riverside Village, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

The ACC shall have the right to promulgate such ACC Rules applicable to such applications as it deems necessary or convenient.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards:

(a) Application form.

(b) Site (Plot) plan showing the location of the Building(s) and all other structures and Improvements including fences and walls, on the Lot, Lot drainage, and all set backs, driveways and other pertinent information relating to the Improvements.

(c) Building plan which shall consist of preliminary or final blue prints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.

(d) Landscape plan for the front and side yards (including the full side yard adjacent to Riverside Drive if the Lot abuts that right-of-way) which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding mailboxes, freestanding exterior lights, driveways and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples, or such other information as the ACC, in its sole discretion, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 11.11 Decision. In reviewing the application and the materials submitted therewith, and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements on Lots within the same culdesac or cluster shall be complementary and harmonious in design, quality, materials and color to the end that each culdesac shall be developed in accordance with a common design theme and level of quality and that all Improvements constructed or installed therein shall produce and contribute to an orderly and aesthetically complementary design and appearance.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within thirty (30) days of the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval, or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state the reasons for such denial.

SECTION 11.12 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot within Riverside Village at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration, any applicable Supplemental Declaration, the ACC Rules or ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners complaints involving deviations from approved applications or violations of this Master Declaration or any applicable Supplemental Declaration, the ACC Rules or ACC Standards. In the event the ACC receives such a complaint from another Owner, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation it shall immediately issue a notice in writing thereof to the Owner, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

(a) The Owner shall immediately cease the activity objected to by the ACC.

(b) The Owner shall adhere to the corrective measures set forth in the written notice.

SECTION 11.13. Hearing on Notice. An Owner served with a written notice of deviation or violation shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by the Owner within ten (10) days from the date the written notice of violation is mailed to him as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. Upon completion of the hearing, the ACC shall issue a written opinion to the Owner within five (5) business days thereafter which opinion shall set forth the findings of the ACC with respect to the alleged deviations or violations and shall affirm, modify or rescind its directives with respect to restraint and correction as contained in the original written notice of the deviation or violation.

SECTION 11.14 Appeal. After a hearing an Owner shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner reached following a hearing held pursuant to Section 11.13, above, provided, however, that an Owner shall not be entitled to such an appeal with respect to deviations or violations unless said Owner has requested and has participated in such hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and a copy of the written decision or determination of the ACC.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner shall be advised of the time and place of the hearing by written notice mailed to the Owner. Written notice of the time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner to provide additional information to facilitate the Board's decision and the failure of the Owner to comply promptly with such a request shall result in the denial of the Owner's appeal in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing, the Owner and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board, provided, however, that both the Owner and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process.

Upon hearing all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in United States mail, postage prepaid, and properly addressed.

A decision of the Board on an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 11.15 Enforcement. The ACC shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within Riverside Village, the continuation of which violates the provisions of this Master Declaration, an applicable Supplemental Declaration, the ACC Rules or ACC Standards or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel, pay filing fees, deposition costs, witness fees, and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to attorneys fees, shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot within Riverside Village owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessment, or any installment thereof, when due shall be enforceable in the manner provided in Article VIII, above.

SECTION 11.16 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct

the same, shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article VIII, above.

SECTION 11.17 Non-exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 11.15 and 11.16, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amounts due directly from the Owner and/or pursue any other remedies available at law or in equity.

ARTICLE XII.

ANNEXATION OF OTHER PROPERTY

SECTION 12.01 Annexation. Additional property may be annexed to Riverside Village and brought within the provisions of this Master Declaration by the Grantor, its successors or assigns, at any time, and from time-to-time, without the approval of any Owner or the Association so long as the high quality of development intended for Riverside Village and the Project Objectives are not materially adversely affected. As such annexed property is developed, Grantor shall record a Supplemental Declaration with respect thereto which shall annex such property to Riverside Village and which may supplement this Master Declaration with additional or different covenants, conditions, restrictions, reservations, and easements as the Grantor may deem appropriate therefor, and may delete or modify as to such annexed property such covenants, conditions, restrictions, reservations, and easements as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the said quality of development and Project Objectives are not materially adversely affected.

The Board shall have the right to annex additional property to Riverside Village upon the approval by vote or written consent of all Members entitled to vote of not less than two-thirds (2/3) of the voting power of both classes of Members.

SECTION 12.02 De-Annexation. The Grantor shall have the right to delete all or a portion of the property described on Exhibit A from the coverage of this Declaration and the jurisdiction of the Association so long as the Grantor is the Owner of all of the property to be de-annexed and provided further that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII.

FLOOD PROTECTION SYSTEM

The following provisions relate to and concern all Lots, tracts or parcels within Riverside Village which are located, in whole or in part, within the Boise River Floodway as may be established and determined from time-to-time by the City of Garden City, Idaho, and/or the U.S. Corps of Engineers. Unless expressly provided to the contrary herein, the following provisions shall not relate to or apply to any Lot, parcel or tract within Riverside Village located totally outside of the established boundary of the Boise River Floodway.

SECTION 13.01 Structures. As used in this Article, "structures" shall mean a house, building, outbuilding, garage, carport, or other similar improvement constructed above the grade level of the Lot and designed and intended for occupancy by persons or the storage of vehicles, equipment and similar property; but shall exclude improvements such as patios, swimming pools, roads, driveways, sidewalks and walkways, parking areas, landscaping, plantings, poles, signs and similar type improvements constructed, placed or installed upon a Lot.

SECTION 13.02 Approval of Structures. Any structure constructed, placed or installed upon a Lot shall be outside of the Boise River Floodway unless specific approval of the location of said structure is obtained by the Owner from the Garden City Engineer.

SECTION 13.03 Elevation. All structures constructed, placed or installed on Lots within Riverside Village must be elevated so that the lowest floor, including the basement, of said structure is a minimum of one (1) foot above the established natural one hundred year flood elevation.

SECTION 13.04 Design and Approval. Any Improvements, except ground cover type landscaping, located within the Boise River Floodway shall be designated by a licensed engineer and approved by the Garden City Engineer prior to construction or installation on a Lot.

SECTION 13.05 Flood Elevation Markers. The Grantor shall install permanent flood elevation markers at the point where each lot line of a Lot intersects the Boise River Floodway boundary line, which markers shall contain the following information:

(a) Elevation of the marker;

(b) Flood elevation; and

(c) The statement, "Do Not Remove" and reference to the Garden City Ordinance prohibiting removal.

No Owner at any time shall permanently or temporarily remove a permanent flood elevation marker located on his Lot or elsewhere in Riverside Village, or relocate the same, or in any way change or deface the same.

SECTION 13.06 Flood Protection System. No Owner shall grade, change, or re-contour any portion of the constructed Flood Protection System located on a Lot, it being understood that the integrity of the approved Flood Protection System as constructed by the Grantor must, at all times, be preserved and maintained for the safety and protection of all Lots, Owners and occupants within Riverside Village.

SECTION 13.07 Improvements in Proximity to Flood Protection System. All plans and specifications for any Improvements to be constructed, placed or installed within one hundred feet (100') of any constructed Flood Protection System are to be approved by the Garden City Engineer, in addition to the approval thereof required by the ACC as provided in Article XI, above, to insure that the constructed Flood Protection System functions as designed, approved and constructed.

SECTION 13.08 Right of Inspection--Enforcement. Each Owner, for himself and all persons residing on his Lot in Riverside Village, by accepting a deed to said Lot, consents to the entry upon said Lot from time-to-time by officials and employees of Garden City, Idaho, and their designees, for the purpose of inspecting the constructed Flood Protection System, and the enforcement by Garden City, Idaho, and its designees, of the provisions of this Article XIII and the easements described in Section 4.08(g) and (h), above, including the restrictions relating thereto.

ARTICLE XIV.

PROTECTION OF MORTGAGEES

SECTION 14.01 Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA"), and the Veterans Administration ("VA") to participate in the financing of the purchase of Lots within Riverside Village, the provisions of this Article are added hereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 14.02 Restriction on Amendments. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 14.03 Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA and VA, as described in Section 14.01, above.

SECTION 14.04 Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 8.07, above, is entitled to written notice from the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Declaration and under any Supplemental Declaration applicable to the Lot, the Articles or the By-Laws of the Association (hereafter collectively referred to as "Project Documents") which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 14.05 Exemption From Right of First Refusal. Every Mortgagee encumbering a Lot which obtains title to a Lot by foreclosure or otherwise, shall be exempt from any "right of first refusal" in favor of the Grantor or the Association.

SECTION 14.06 Exemption From Prior Assessments. Each Mortgagee which comes into possession of a Lot by virtue of foreclosure, or otherwise, shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot, which accrue prior to the time such Mortgagee comes into possession, except for claims for a share of such assessments or charges resulting from a re-allocation thereof to all Lots including the mortgaged Lot.

SECTION 14.07 Changes Requiring Unanimous Approval: Without the prior unanimous approval of all Mortgagees of Lots within Riverside Village, neither the Association nor the Owners shall:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or the recreational facilities thereon which are owned, directly or indirectly, by the Association provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Association, or the transfer of the Common Areas or the recreational facilities located thereon to an unincorporated association of the Owners in accordance with the Articles of the Association shall not be deemed a transfer within the meaning of this Section.

(b) Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 14.08 Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within Riverside Village, neither the Association nor the Owners shall:

(a) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Improvements on Lots within Riverside Village, the exterior maintenance of said Improvements, or the maintenance and upkeep of landscaping within Riverside Village.

(b) Fail to maintain fire and extended coverage insurance on insurable Improvements within the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(c) Use hazard insurance proceeds for losses occurring within the Common Areas for any purpose other than the repair, replacement or reconstruction thereof.

(d) Abandon or terminate the covenants, conditions, restrictions, and easements of this Master Declaration or any Supplemental Declaration.

(e) Make any material amendment to this Master Declaration or any Supplemental Declaration or to the Articles or By-Laws of the Association or any Sub-Association.

(f) Terminate professional management of Riverside Village and assume self-management thereof.

SECTION 14.09 Right to Inspect Books, Etc. Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financial reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 14.10 Notification of Damage. Upon the Board receiving notice of any damage to the Common Area or the recreational facilities located thereon, or any Lot wherein the cost of repair, replacement, or reconstruction exceeds Ten Thousand Dollars ($10,000.00) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of Riverside Village, the Board shall give to each Mortgagee which has filed with the Board a written request for notice prompt written notice of said damage or condemnation.

SECTION 14.11 Right to Pay Charges. Mortgagees may, jointly or singlely, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard

insurance policies covering said Common Area, and said Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

SECTION 14.12 Professional Management. The Board shall contract for professional management of Riverside Village with a bonded professional manager. The agreement between the Association and said manager shall provide that the management contract may be terminated with or without cause on not more than thirty (30) days written notice and the term of any such contract shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

SECTION 14.13 Fidelity Bond Required. The Board shall secure and cause to be maintained in force at all times a fidelity bond for any person or entity handling funds of the Association including, but not limited to, the professional manager and employees thereof.

SECTION 14.14 Lessee's Obligations. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of the Project Documents shall be a default under the leasing or rental agreement.

SECTION 14.15 Liability For Taxes. All taxes levied and assessed on the Common Areas must be assessable against those Common Areas only and the Association and/or any Sub-Association shall be solely responsible for the payment thereof.

SECTION 14.16 Waiver of Liability and Subrogation. Any provision in this Master Declaration which requires Owners to indemnify the Association, a Sub-Association, the Board, or the Sub-Association Board, or other Owners, against acts of the indemnitor is subject to the exception that if the liability, damage, or injury is covered by any type of insurance and proceeds are actually paid to the insured by reason thereof, the indemnitor is relieved of liability to the extent of insurance proceeds so paid.

SECTION 14.17 FNMA and GNMA Insurance Requirements. Notwithstanding any other provision contained in this Master Declaration, the Association or a Sub-Association shall continuously maintain in affect such casualty, flood and liability insurance, and a fidelity bond, meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within Riverside Village, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 14.18 Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA or VA, or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgages encumbering Lots within Improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sellers of their Lots, if such agencies approve Riverside Village as a qualifying subdivision under applicable policies, rules, and regulations, as adopted from time to time.

SECTION 14.19 Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consents thereto.

SECTION 14.20 Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, guarantees or insures a mortgage on a Lot within Riverside Village and then only to the extent the same are required by said purchaser, guarantor, or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition of approval of Riverside Village as a qualifying subdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

ARTICLE XV.

MISCELLANEOUS

SECTION 15.01 Term. This Master Declaration and all Supplemental Declarations, and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2025, unless amended as hereafter provided. After December 31, 2025, said covenants, conditions, restrictions and easements shall be automatically extended for successive periods of ten (10) years each, unless extinguished by written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder.

SECTION 15.02 Amendment. This Master Declaration may be amended as follows:

(a) By Grantor. Until title to a Lot within Riverside Village is conveyed by the Grantor to an Owner, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.

(b) By Owners. Except where a greater percentage is required by an express provision in this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least fifty-one percent (51%) of the Lots within Riverside Village, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 15.02 shall require the vote or written consent of all Owners.

SECTION 15.03 Sewer Covenants. The following covenants shall run with each Lot in Riverside Village and any portion of the Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

(a) No Lot or other property, including Common Area, may be used or occupied for residential or other purposes unless the same is connected to the public sewerage collection system constructed and installed within Riverside Village.

(b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.

(c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.

(d) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in Riverside Village shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.

(e) The Grantor and each Owner of a Lot within Riverside Village hereby authorizes the municipal entity having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any fees or charges due said municipal entity for sewer service connection or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.

(f) The recording of a subdivision plat by the Grantor covering a portion of Riverside Village shall be deemed and construed as a request for the annexation by the municipal entity legally entitled to annex such property, of any property covered by said plat not then within the municipal boundaries of Garden City. This

request for annexation shall be binding upon all subsequent purchasers or owners of said property covered by such request.

SECTION 15.04 Non-Waiver. The failure of the Grantor, the Board, a Sub-Association Board or any Lot Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration, or any Supplemental Declaration, or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 15.05 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale, and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and any applicable Supplemental Declaration and agrees to be bound by the same.

SECTION 15.06 Indemnification of Board Members. Each member of the Board and each member of a Sub-Association Board shall be indemnified by the Owners against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed in connection with any proceeding to which said Board member may be a party, or in which said Board member may become involved, by reason of being or having been a member of the Board or Sub-Association Board, or any settlement thereof, whether or not said person is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein said Board member is adjudged guilty of wilful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement the indemnification shall apply only when the Board or Sub-Association Board approves such settlement and reimbursement as being in the best interests of the Association or Sub-Association, as the case may be, or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or Sub-Association.

SECTION 15.07 Notices. Any notice permitted or required to be delivered as provided in this Master Declaration or any Supplemental Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 15.08 Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate their purpose of creating a uniform plat for the development and operation of Riverside Village in accordance with the Project Objectives and shall be construed and governed by the laws of the State of Idaho.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 15.09 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Grantor has executed this Master Declaration as of the date and year first above written.

RIVERSIDE VILLAGE ASSOCIATES,
an Idaho Limited Partnership

By: City Corporation, Managing Partner

Nile G. Latta, President

61

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of May, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared NILE G. LATTA, known to me to be the President of CITY CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same as the managing partner of RIVERSIDE VILLAGE ASSOCIATES, an Idaho Limited Partnership.

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

Patricia C. Hall
Notary Public for Idaho
Residing at Boise, Idaho

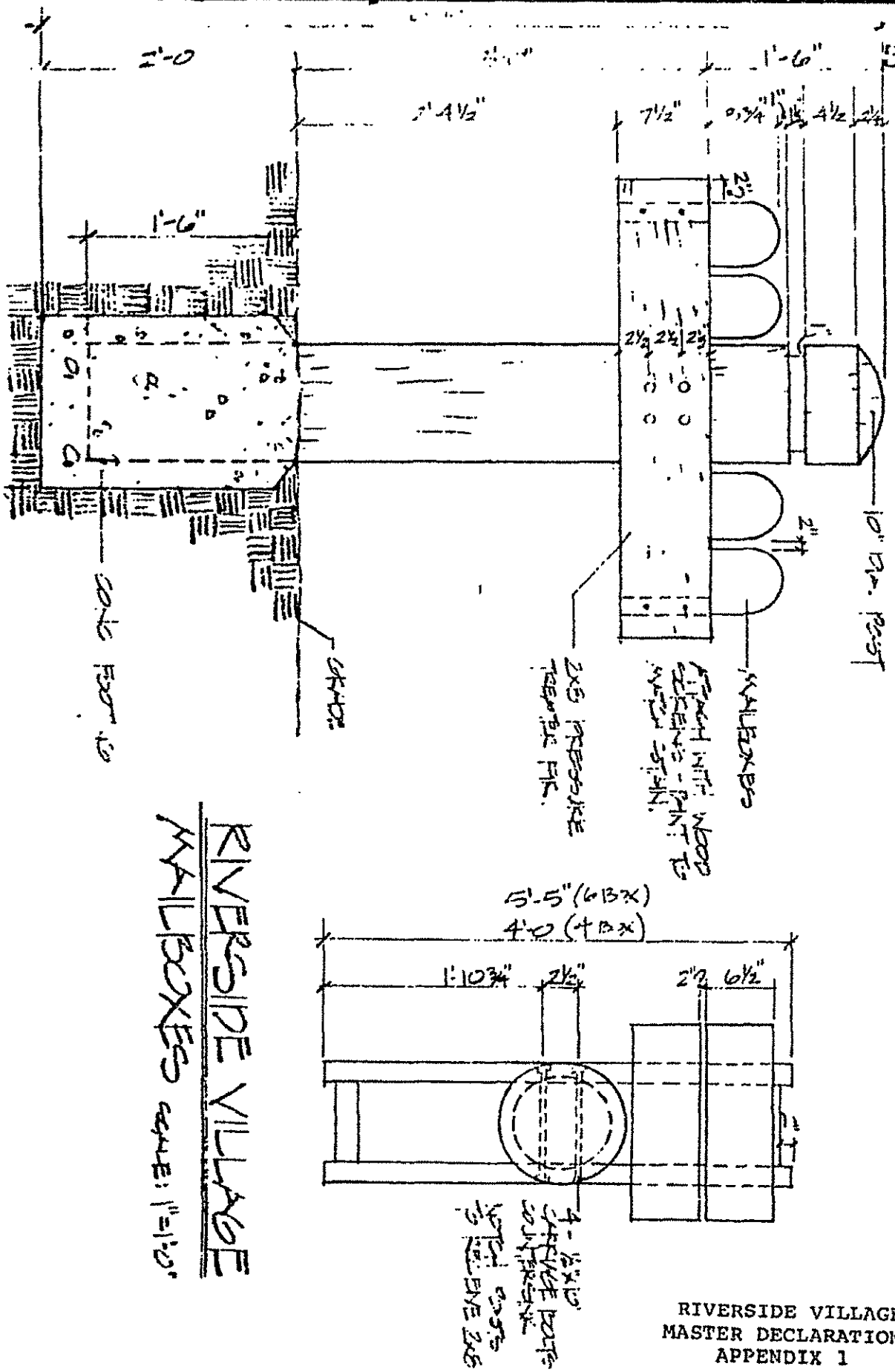
EXHIBIT A

Portions of Sections 23 & 24, T. 4N., R. 1E., B.M. Garden City, Ada County, Idaho more particularly described as follows:

Commencing at the West 1/4 corner of Section 24, T. 4N., R. 1E., B.M.; thence
S. 45°58'34" E. 1966.47 feet to the Real Point of Beginning; thence
S. 54°23'00" W. 1644.05 feet; thence
S. 70°37'00" W. 130.00 feet; thence
S. 54°23'00" E. 283.70 feet; thence
S. 79°25'00" W. 660.00 feet; thence
N. 83°45'00" W. 638.39 feet; thence
N. 63°18'00" W. 2530.41 feet; thence
N. 33°17'14" W. 18.69 feet; thence
N. 40°00'00" W. 481.99 feet; thence
N. 63°18'00" W. 247.06 feet; thence
N. 40°35'00" E. 538.81 feet; thence
S. 29°15'00" E. 290.00 feet; thence
EAST 52.40 feet; thence
S. 1°12'30" W. 217.52 feet; thence
S. 59°24'30" E. 762.86 feet; thence
S. 71°40'30" E. 1454.21 feet; thence
N. 7°18'50" E. 495.45 feet to the real point of beginning.

Contains 51.4911 Acres.

INITIAL



RIVERSIDE VILLAGE
MASTER DECLARATION
APPENDIX 1

APPENDIX 2

APPROVED TREE LIST
RIVERSIDE VILLAGE

Acer Ginnala	Amur Maple
Acer Rubrum	Red Maple
Acer Platanoides	Norway Maple
Betula Nigra	River Birch
Cornus Sp.	Dogwood
Fraxinus Pennsylvanica Lanceolata	Green Ash
Gleditsia Triancanthos 'inermis'	Thornless Honeylocust
Liquidambar Styraciflua	American Sweet Gum
Magnolia Sp.	Magnolia
Picea Pungens	Colorado Green Spruce
Pinus Sylvestris	Scotch Pine
Pinus Nigra	Austrian Pine
Platanus Acerfolia	Sycamore
Populus Acuminata	Cottonless Cottonwoods
Populus Tremuloides	Quaking Aspen
Quercus Sp.	Oak

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Robert J. Ennis
55 Min. past 10 o'clock A M. this 2nd day of June 1977
JOHN PASTIAN, Recorder
By Lorraine Thompson Deputy
#144.00

RIVERSIDE VILLAGE
MASTER DECLARATION
APPENDIX 2

INITIAL

Exhibit "N"

8145513

577 1677

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERSIDE VILLAGE NO. 3
October 1, 1981

ARTICLE I.

RECITALS

WHEREAS, there has been recorded by the Grantor a Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village dated April 15, 1981, recorded June 2, 1981, as Instrument No. 8123410, records of Ada County, Idaho;

WHEREAS, said Master Declaration allowed for the recording of a Supplemental Declaration(s) relating to and covering certain specific tracts within Riverside Village; and

WHEREAS, the purpose of this Supplemental Declaration is to set forth additional covenants, conditions, restrictions and easements applicable to the hereafter described tract within Riverside Village, it being the purpose and intent that the provisions of the Master Declaration shall be incorporated herein as if set out in full.

ARTICLE II.

PROPERTY COVERED

The property which is covered by this Supplemental Declaration for Riverside Village No. 3 is described as follows:

Lots 20 through and including 63, Block 2, Riverside Village No. 3, as shown on the official plat thereof filed in Book 51 of Plats at Pages(s) 4251 - 4253, records of Ada County, Idaho

hereafter called "Riverside Village No. 3".

ARTICLE III.

DECLARATION

The Grantor hereby confirms that each Lot within Riverside Village No. 3 is subject to all of the covenants, conditions, restrictions and easements and remaining provisions of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village dated April 15, 1981, recorded June 2, 1981, as Instrument No. 8123410, records of Ada County, Idaho, and declares that Riverside Village No. 3 shall be subject to the further conditions, covenants, restrictions and easements provided in this Supplemental Declaration.

ARTICLE IV.

PATIO HOME LOT EASEMENTS AND RESTRICTIONS

In addition to the other easements created and/or reserved as provided in the Master Declaration, there is hereby further reserved for the use and benefit of the Grantor and created and granted for the use and benefit of each Lot, and for the use and benefit of each affected Owner, and their successors and assigns, for the purposes incidental to the development, use and maintenance of the Lots specified the easements described in the following Sections.

SECTION 4.01 Patio Home Lots. The Lots affected by the Patio Home Lot Easements and Restrictions provided in this Article are described as follows:

> Lots 30 through and including 63 of Riverside Village No. 3, as shown on the official plat thereof filed in Book 51 of Plats at pages 4251 - 4253, records of Ada County, Idaho.

each of which Lots herein described is hereafter called "Patio Home Lot".

SECTION 4.02 Patio Home Lot Easements. With respect to each Patio Home Lot there is hereby created the following express and exclusive easements:

(a) For the use and benefit of each Patio Home Lot (hereafter called "Dominant Patio Home Lot") and the Owner thereof, there is hereby created the following easements on, over and across the Patio Home Lot abutting the side lot line of the Dominant Patio Home Lot nearest the Special Exterior Wall (hereafter defined) of the Building located on the Dominant Patio Home Lot:

(i) An easement for ingress and egress to repair or maintain any portion of the Building and related improvements located on the Dominant Patio Home Lot when reasonable access thereto is not available from the Dominant Patio Home Lot itself;

(ii) An easement not to exceed five (5) feet for eaves and other portions of the Building constructed on the Dominant Patio Home Lot projecting beyond the lot line dividing the Dominant Patio Home Lot and the abutting Patio Home Lot, provided that such eaves and other projections shall be at a height and shall not unreasonably interfere with the use of the abutting Patio Home Lot by the Owner and occupants thereof and, provided further, that the eaves and other projections shall have been approved by the Architectural Control Committee;

(iii) An easement for the drainage of water from the roof of the Building located on the Dominant Patio Home Lot provided that reasonable steps shall be taken in the construction of said Building to minimize said drainage upon the abutting Lot.

(b) With respect to each Patio Home Lot there is hereby created the following easement in favor of the Patio Home Lot abutting the side lot line nearest the Special Exterior Wall on, over and along the portion of the Patio Home Lot (identified as the "Dominant Lot" in subsection (a) of this Section 4.02) from a line extended from the Special Exterior Wall to the front and rear lot lines thereof to the nearest side lot line:

(i) An easement for landscaping, patio and similar improvements together with the right to use and enjoy the same provided that said landscaping, patio and the use and enjoyment thereof shall not interfere with the easements described in Section 4.02(a), above.

SECTION 4.03 Special Exterior Wall. As used in this Article, "Special Exterior Wall" shall mean and refer to the exterior side wall of the Building constructed on a Patio Home Lot nearest to and facing an abutting Patio Home Lot.

Each Building approved by the Architectural Control Committee to be constructed on a Patio Home Lot shall be required to have one (1) Special Exterior Wall which shall be that exterior wall of a Building which is nearest to and faces an adjoining Patio Home Lot.

SECTION 4.04 Restrictions Concerning Special Exterior Walls. The following restrictions shall apply to each Special Exterior Wall in Riverside Village No. 3:

(a) The Special Exterior Wall shall contain no windows or other openings other than those necessary for ventilation.

(b) The Owner of the Patio Home Lot nearest to and facing a Special Exterior Wall shall not in any way restrict the use of the Special Exterior Wall by its Owner including but not limited to attaching any objects to the Special Exterior Wall such as wires, trellises and plantings; defacing the Special Exterior Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; or using the Special Exterior Wall for a playing surface for any sport or activity, all of which shall be prohibited.

(c) The Owner of the Building containing the Special Exterior Wall shall be prohibited from attaching anything to the exterior of the Special Exterior Wall or from altering it in any way. Any repainting or refinishing of the Special Exterior Wall must be first approved by the Architectural Control Committee and any such repainting or

refinishing shall be of such color and/or finish as shall blend with and be harmonious and complementary to the Building and related Improvements constructed on the abutting Patio Home Lot. Said Owner shall make no openings for windows, doors or otherwise in such Special Exterior Wall or otherwise perform any alterations which shall interfere with the privacy of the Owner and occupants of the abutting Patio Home Lot.

ARTICLE V.

MINIMUM IMPROVEMENTS REQUIRED

SECTION 5.01 Compliance. Each Building and related Improvements (as defined in the Master Declaration) constructed on a Lot in Riverside Village No. 3 shall comply with the minimum requirements set out in this Article.

SECTION 5.02 Minimum Cost and Size of Improvements. The minimum cost of the Initial Construction of the Building and related Improvements and the minimum living area thereof for the Lots in Riverside Village No. 3 shall be as follows:

Lot No(s).	Minimum Cost	Minimum Living Area
24, 25 and 26	$150,000	2500 sq. ft.
20 and 29	$135,000	2200 sq. ft.
21, 22, 23, 27 and 28	$125,000	2000 sq. ft.
30 and 44	$110,000	1800 sq. ft.
31, 32, 33, 34, 40, 41, 42 and 43	$100,000	1800 sq. ft.
35, 36, 37, 38 and 39	$120,000	1900 sq. ft.
45 through and including 63	$60,000	1200 sq. ft.

No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any Lot in Riverside Village No. 3 concerning which the minimum cost of the Initial Construction or which contains less square feet of living area than that provided herein.

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

SECTION 5.03 Adjustment of Minimum Cost. The minimum cost of Buildings and related Improvements as provided in Section 5.01, above, has been established based on construction costs as of the date of this Supplemental Declaration. The Architectural Control Committee shall have the right, without amending this Supplemental Declaration, to increase (or decrease) said minimum construction costs based on the increases (or decreases) in the Consumer Price Index For All Urban Consumers published by the U.S. Department of Labor, Bureau of Labor Statistics, or a comparable substitute index if said Consumer Price Index be discontinued.

ARTICLE VI.

ACCESS LOTS

As shown on the Plat for Riverside Village No. 3, ingress and egress to the following identified Lots is provided over a portion of each Lot served:

Lots Sharing Driveway Access

35 and 36

45 and 46

51 and 52

55 and 56

The portions, as shown on said Plat, of each of the above-identified Lots providing ingress to and egress from said Lots shall be "Access Lots" as the same are defined in

Section 4.08(e) of the Master Declaration and shall be subject to the provisions thereof. The rights and obligations of the Owners of those Lots served by said Access Lots are as provided in said Section 4.08(e) of the Master Declaration.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.01 Amendment. This Supplemental Declaration may be amended as follows:

(a) By Grantor. Until title to a Lot within Riverside Village No. 3 is conveyed by the Grantor to an Owner, this Supplemental Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.

(b) By Owners. Except were a greater percentage is required by an express provision in the Master Declaration, the provisions of this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association (defined in the Master Declaration) certifying that such amendment has been approved by a vote or written consent of Owners of the Lots covered by this Supplemental Declaration described in Article II, above, including the Grantor, owning at least fifty-one percent (51%) of the Lots within Riverside Village No. 3, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article 7.01 shall require the vote or written consent of all said Owners.

(c) By Amendment of Master Declaration. An amendment to the Master Declaration duly adopted as permitted herein, shall, without further action, amend this Supplemental Declaration, unless said amendment to the Master Declaration is contrary to the express terms and provisions of this Supplemental Declaration, or render the

same or any provision herein invalid or unenforceable, in which event said amendment shall not be deemed to amend this Supplemental Declaration unless said amendment is expressly approved and adopted in the manner provided in this Section 7.01 as an amendment to this Supplemental Declaration.

SECTION 7.02 Right of Enforcement. The covenants, conditions, restrictions and easements contained in this Supplemental Declaration may be enforced by the Grantor, the Board of the Association, the Architectural Control Committee or any Owner of a Lot in Riverside Village No. 3.

SECTION 7.03 Violations and Nuisances. The failure of an Owner to comply with any of the provisions of this Supplemental Declaration is hereby declared a nuisance and will give rise to a cause of action enforceable as provided in Section 7.02, above, for recovery of damages or for negative or affirmative injunctive relief, or both.

SECTION 7.04 Intent of Incorporation of Master Declaration. It is the intent of the Grantor that by incorporating the Master Declaration as a part of this Supplemental Declaration, that the applicable definitions, terms and provisions thereof shall be part of this Supplemental Declaration.

SECTION 7.05 Interpretation. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

All captions and titles used in this Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 7.06 Severability. Each of the provisions contained in this Supplemental Declaration, including the Master Declaration incorporated herein by reference, shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Declaration as of the date and year first above written.

RIVERSIDE VILLAGE ASSOCIATES,
an Idaho Limited Partnership

By: Riverside Group,
General Partner

By: City Corporation,
an Idaho Corporation,
its Managing Partner

Nile G. Latta, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of October, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared NILE G. LATTA, known to me to be the President of CITY CORPORATION, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same as the managing partner of RIVERSIDE GROUP, an Idaho General Partnership, the General Partner of RIVERSIDE VILLAGE ASSOCIATES, an Idaho Limited Partnership.

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 Boise, Idaho

STATE OF IDAHO COUNTY OF ADA, ss.
Filed for record at the request of Robert Ennis
00 Min. past 10 o'clock A M. this 21st day of Oct. 1981
JOHN BASTIDA, Recorder
By Barbara L. Miller Deputy

Exhibit "O"

8626046 8740000596

FIRST AMENDMENT
OF
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERSIDE VILLAGE NO. 3

April 8, 1986

THIS FIRST AMENDMENT OF SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERSIDE VILLAGE NO. 3, made this 8th day of April, 1986;

WITNESSETH:

WHEREAS, under date of April 15, 1981, the Riverside Village Associates, an Idaho Limited Partnership, (as Grantor) approved a Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village, which Master Declaration was recorded June 2, 1981, as Instrument No. 8123410, records of Ada County, Idaho;

WHEREAS, under date of October 1, 1981, the said Grantor approved a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 3 (hereafter "Subdivision"), which Supplemental Declaration was recorded October 21, 1981, as Instrument No. 8145513, records of Ada County, Idaho; and

WHEREAS, Idaho Forest Industries, Inc., an Idaho Corporation, is the successor in interest to Riverside Village Associates, and, as such, is the owner of 27 of the 44 lots within the Subdivision, representing 61% of the lots covered by said Supplemental Declaration has approved by written consent the provisions of this First Amendment, as required by Section 7.01 of said Supplemental Declaration; and

WHEREAS, it is the purpose and intent of this First Amendment to amend said Supplemental Declaration as provided herein, said Amendment to be effective from and after recordation of this instrument with the Ada County Recorder.

NOW, THEREFORE, the Supplemental Declaration of Covenants, Conditions, Restrictions and Easement for Riverside Village No. 3, which Subdivision is described as follows:

Lots 20 through and including 63, Block 2, Riverside Village No. 3, as shown on the official plat thereof filed in Book 51 of Plats at pages 4251-4253, records of Ada County, Idaho

be, and the same hereby are, amended in the following particulars:

1. That Section 5.02 entitled "Minimum Cost and Size of Improvements," is hereby amended and shall hereafter read as follows:

SECTION 5.02 Minimum Living Area. No Building and related Improvements intended for use as a single family residence shall be erected, altered, placed or permitted to remain on any Lot in Riverside Village No. 3 which contains less square feet of living area than the following:

Lot No(s).	Minimum Living Area
24, 25 and 26	2,500 square feet
20, 21, 22, 23, 27, 28 and 29	1,800 square feet
30 and 44	1,800 square feet
31, 32, 33, 34, 40, 41, 42 and 43	1,600 square feet
35, 36, 37, 38 and 39	1,900 square feet
45 through and including 63	1,200 square feet

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

2. Except as expressly provided in paragraph 1, above, the Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 3 approved under date of October 1, 1981, and recorded October 21, 1981, as Instrument No. 8145513, records of Ada County, Idaho, shall remain unchanged and in full force and effect.

8740000598

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Riverside Village Association, Inc., hereby certify this 13 day of May, 1986, that the foregoing Amendment has been approved by the written consent of the owners of at least fifty-one percent (51%) of the lots within Riverside Village No. 3.

RIVERSIDE VILLAGE ASSOCIATION, INC.

By [signature]
President

ATTEST:
[signature]
Secretary

STATE OF IDAHO)
)ss.
County of Ada)

On this 13 day of May, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Dale Olpin and Nita Sersain, known to me to be the President of RIVERSIDE VILLAGE ASSOCIATION, an Idaho non-profit Corporation, the Corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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

[signature]
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires [illegible]

Ada County, Idaho, ss
Request of Robert J. Ennis
TIME 1:25 P.M.
DATE 5-16-86
JOHN BASTIDA
RECORDER
By [signature]
Deputy

6.00

Exhibit "P"

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/12/03 08:44 AM
DEPUTY Kris Vaughn
RECORDED-REQUEST OF
RICHARD A CUMMINGS
AMOUNT 24.00
103039822

AMENDMENT OF RIVERSIDE VILLAGE ARCHITECTURAL GUIDELINES

STATE OF IDAHO)
: ss.
County of Ada)

JOANNE THOMPSON, Being first duly sworn, deposes and states:

1. That I am the duly appointed Secretary of the Riverside Village Home Owners Association, Inc. (the "Association").

2. That the attached is a true and correct copy of the "Riverside Village Architectural Control Building Guidelines"(the "Guidelines").

3. That the duly appointed Architectural Control Committee for the Association amended the attached Guidelines for Riverside Village by adopting the following and deleting any portion of the Guidelines inconsistent with the following:

> The roofing materials that may be used are (1) wood shakes and shingles; (2) grey, light-weight concrete tile; (3) grey slate tile, and (4) asphalt combination tri-laminated "presidential style" 480 lbs/sq. ft. shingles, weathered wood in color.
>
> In all cases, the grey color of the material must closely match the color, texture, and shape of weathered wood shakes and shingles. Physical samples of any of the products, along with a color brochure indicating the proposed selection and color, must be submitted to the Architectural Control Committee for approval before installation.

4. Further your affiant saith naught.

DATED This 27th day of February, 2003.

Joanne Thompson

Joanne Thompson

SUBSCRIBED AND SWORN TO Before me this 27th day of February, 2003.

SHEILA HILL NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 1-13-2009

RIVERSIDE VILLAGE
ARCHITECTURAL CONTROL BUILDING GUIDELINES

GOAL:

The purpose of these guidelines is to inform builders and homeowners of the standards that have been set for Riverside Village. Riverside Village, through careful design efforts and architectural control, has created one of Boise's finest planned communities.

INTRODUCTION:

The guidelines as set forth in this document are for the use of both the builder and the homeowner. Each builder and homeowner are advised to read them in full. It is our intent that the guidelines follow the general statements in the Declaration of Covenants, Conditions and Restrictions for the appropriate Riverside Village Subdivision and the amendments and supplements thereto. To the extent that these guidelines may be inconsistent with the Declaration, the Declaration shall govern.

LOT OPTION:

Lot options can be made by the builder for a period of up to a maximum of two months. Payment for the option shall be the sum of $500.00 per month which shall be nonrefundable. If the option is exercised during the option term, the nonrefundable payments will be applied towards the purchase price of the lot.

SUBMITTALS FOR ARCHITECTURAL APPROVAL:

Prior to commencement of construction in Riverside Village, the Builder/Homeowner must obtain "Approval" from the Riverside Village Architectural Control Committee, said approval to be given in written form. Submittals for Architectural Approval shall be made on the "Application for Architectural Approval" form provided and must include the following:

1. Complete site plan with a scale of 1" equals 20', showing the exterior perimeter of the lot, proposed location of all driveways, walkways, fences, easements, and setbacks as specified in the applicable subdivision plat and drainage in accordance with Grading Plan.

2. Complete set of floor plans and elevations at a scale of ¼" equals 1'. The square footage of each floor as well as the total square footage are to be designated.

3. Complete set of building specifications. Said specifications should clearly indicate all interior and exterior materials to be used, type and color of windows.

4. Any other information that may be requested by the Architectural Control Committee.

APPROVALS:

The Builder/Homeowner shall be notified of the Architectural Control Committee's actions within 15 working days from the date of submission. The approval shall be valid for a period of 6 months, at which time it shall expire and no longer be in effect. Said approval may be conditional.

In the event the approval needs to be altered or modified the Builder/Homeowner shall submit an "Application for Alteration to Original Architectural Approval" form. Said Application will be reviewed and acknowledged in the same manner as the original Application for Architectural Approval.

GENERAL CONSTRUCTION AND DESIGN GUIDELINES:

Following is a list of construction and design guidelines which have been set as standards for Riverside Village. These guidelines in no respect should be considered as a modification to the Declaration, but are to assist in clarification.

EXCAVATION:

All lots are to be cleared and excavated in a workmanlike manner with consideration for surrounding lots and homeowners. All dirt and debris not to be used in construction are to be removed from the area and stockpiled in an assigned location. Builders are responsible for repairs of any damage which may occur during excavation to sidewalks, mailboxes, streets, utilities or other onsite improvements.

CONSTRUCTION BUILDINGS:

No buildings or structures are to be erected on any lot for the purpose of a temporary construction shelter or storage of construction materials.

BUILDING HEIGHT:

Building heights will be controlled by the Architectural Control Committee to prevent the adverse impact that might be imposed on sensitive areas or air and light requirements of other properties. As an example, the construction of two-story homes on corner lots is discouraged.

CHIMNEYS:

All exterior chimneys are to be of wood, stone, brick or metal. All metal chimneys are to be painted as designated by the Architectural Control Committee.

GENERAL DAMAGES:

Builders shall inspect all onsite improvements prior to commencement of construction and report any problems to the Development Company office. Unless otherwise notified prior to commencement of construction all onsite improvements shall be considered in good repair and all damages occuring during construction will be the responsibility of the builder/buyer. Said repairs are to be made immediately upon occurrence.

DRIVEWAYS:

Except for multi-family structures, driveways cuts onto streets shall be limited to one per Building Lot, unless otherwise approved by the Architectural Control Committee.

ROOFS:

Wood shakes and shingles are the only approved roof material unless otherwise approved by the Architectural Control Committee.

EXTERIOR LIGHTING:

Only normal entrance lights on porches and garages shall be allowed. Mercury vapor lamps are considered a nuisance and not allowed. Colored lights shall be prohibited. Decorative and/or landscape lighting shall be approved by the Architectural Control Committee. Lighting for Holiday purposes is excluded from the above.

EXTERIOR WALLS AND TRIM:

Wood and Hardboard siding with full-bodied stains and paints in earthtone colors and brick or stone in earthtone colors are acceptable for exterior use. Exterior color and material treatment used shall be continuous and consistent on all elevations to achieve a uniform design and to avoid a "Wainscot" look. Colors shall be compatible with surrounding homes and must be approved by the Architectural Control Committee. All reflective metal such as chimney stacks, flashing, exhaust vents and pipes shall be painted a dark brown as close as possible to the color specified as "Dark Brown" on the Ponderosa Stains paint chart.

WINDOWS & DOORS:

Wood, white clad and bronze anodized metal are approved for all windows, door frames, skylights and garden windows. Mill finished aluminum windows are not acceptable, nor can they be installed and later painted. All glass, plastic or other transparent skylights and garden windows shall be treated to eliminate reflective glare.

UTILITY METERS:

Utility meters are to be placed in an unabtrusive location and concealed where possible.

GUTTERS AND DOWNSPOUTS:

All gutters and downspouts are to be continuous in nature and shall be colored to blend with the surface to which they are attached.

MAILBOXES:

Only the standardized Riverside Village Mailboxes are approved.

SERVICE YARDS:

Each homeowner should screen such service items as garbage and trash containers, firewood, bicycles, etc., so that it cannot be seen from the street or surrounding homes. Consideration shall be given to the placement of all heat pumps, compressors or like equipment so that they are not a nuisance to surrounding homes.

UTILITIES:

Connection to all utilities must be underground. Materials must conform to the State of Idaho Electrical and Plumbing codes and must be inspected by the proper governmental agency.

LANDSCAPING -- FRONT YARDS:

Front yard is defined as that area between the front property line and the plane of the face of the building, or intercepting side yard fence or wall. The total front yard area (except driveways and walkways) is to be professionally landscaped, sodded and maintained. Per requirements of Riverside Village Architectural Control Committee and each respective Design Standards and Construction Requirements Plan.

LANDSCAPING -- REAR YARDS:

A rear yard is defined as all areas that are not visible from the street. Preferably, rear yards will be professionally landscaped prior to move-in; however, homeowners may complete the rear landscaping within 60 days after move-in, providing said area does not abut to common area or face a street. All rear yards adjoining common areas or facing streets shall be professionally landscaped in the same manner as the front yard. Per requirements of Riverside Village Architectural Control Committee and each respective Design Standards and Construction Requirements Plan.

LANDSCAPING -- SIDE YARDS:

Requirements for side yards shall be compatible and typical of those required for front and rear yards.

FENCING:

No fencing, hedges or boundary wall shall exceed (six) 6' fee in height unless otherwise approved by the Architectural Control Committee. All fencing shall be constructed of dog-earred cedar or grape stake unless otherwise approved by the Architectural Control Committee. Fencing is to be confined to only rear and side yards and shall not extend beyond the front of the residential dwelling, with consideration to be given to adjacent homes and obstruction of views.

SIGNS:

Not more than (one) 1 realtor sign and (one) 1 builder sign shall be allowed on any building lot at any one time and shall be maintained and kept in an upright position at all times. Streamers, flags and other like advertising devices are not permitted, except during special promotions. All signs shall be approved by the Architectural Control Committee.

JOB SITE MAINTENANCE:

Job sites are to be kept as clean as possible during construction. All dirt, nails, gravel, or other building materials must be removed from the street and sidewalks daily. No materials are allowed to be kept on adjoining lots or common area. Work vehicles are not to be parked in front of occupied homes or block streets. Power and/or water should not be used from existing dwellings without homeowner approval. Sidewalks and curbs shall be protected at all times. All construction sites must be free of materials and debris prior to each weekend. Dumpsters are the responsibility of the builder and shall be located on a site designated by the Architectural Control Committee. Said facilities are to be kept orderly at all times and emptied or serviced on a timely basis.

APPLICATION FOR ARCHITECTURAL APPROVAL

RIVERSIDE VILLAGE
Boise, Idaho

THE UNDERSIGNED, does hereby apply to the Architectural Control Committee of the Riverside Village Subdivision for approval of a residential dwelling and herewith submits plans, specifications and elevations. The undersigned covenants and agrees that any residential dwelling built upon the real property designated below shall be built in accordance with plans, specifications, and elevations submitted herewith.

The Undersigned has read the Riverside Village Architectural Control Building Guidelines and will comply with said Guidelines.

Location of Property for which application is being made:

_____
Street Address

_____ _____ _____
Lot Block Subdivision

_____ _____
City State

The undersigned further agrees to provide the Architectural Control Committee with the following documents and information, to be retained by the Riverside Village Architectural Control Committee until completion of construction as approved.

_____ Site Plan.
_____ Landscape plan with fence, if any.
_____ Floor Plan and Elevations.
_____ Building Specifications.
_____ Estimated Completion Date:_____
_____ Sales Price:_____
_____ Square Footage:_____ _____ _____
Main Floor Upper Level Garage
_____ Type of Heating System:_____
_____ Exterior Colors: (Marked color chart to be included)
Body Color:_____
Trim Color: (Indicate areas to be trimmed on plans.)
_____
_____ Exterior Siding Type.
_____ Exterior Brick or Stone:_____
(Areas of use to be indicated on elevations.)

The undersigned specifically understands and agrees that the approval of plans, specifications, elevations and other information and documents required to be submitted is at the sole discretion of the Architectural Control Committee.

Dated this_____day of_____, 19___ at Boise, Idaho.

_____ _____
Buyer Building Contractor

_____ _____
Buyer

Exhibit "Q"

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 147.00 49
BOISE IDAHO 11/14/07 11:28 AM
DEPUTY Vicki Allen
RECORDED-REQUEST OF
Riverside Village HOA
107153537

AMENDED AND RESTATED

MASTER DECLARATION
of
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

for

RIVERSIDE VILLAGE

November 2007

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AMENDED AND RESTATED
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
RIVERSIDE VILLAGE

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERSIDE VILLAGE is made by the President and Secretary of Riverside Village Home Owners Association, Inc., an Idaho nonprofit corporation, at the insistence of more than 51% of the owners of the real property herein defined as "Riverside Village" for and on behalf of all owners of Riverside Village.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed a Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village dated April 15, 1981, which was recorded as Instrument No. 8123410, records of the Ada County Recorder, Ada County, Idaho (Master Declaration), which affected the real property more particularly described therein.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village which was recorded as Instrument No. 8126393, records of the Ada County Recorder, Ada County, Idaho (First Supplemental Declaration), which affected the real property comprising Lots 1 through and including Lot 23, Block 1 and Lots 1 through and including Lot 19, Block 2, RIVERSIDE VILLAGE NO. 1, as shown on the official plat thereof filed in Book 51 of Plats at pages 4223 through 4226, records of Ada County, Idaho.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed a First Amendment of Supplemental Declaration of Covenants, Conditions, Restrictions and Easements which was recorded as Instrument No. 8133817, records of the Ada County Recorder, Ada County, Idaho (Second Supplemental Declaration), which affected the real property comprising Lots 1 through and including Lot 23, Block 1 and Lots 1 through and including Lot 19, Block 2, RIVERSIDE VILLAGE NO. 1, as shown on the official plat thereof filed in Book 51 of Plats at pages 4223 through 4226, records of Ada County, Idaho.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 2 which was recorded as Instrument No. 8126392, records of the Ada County Recorder, Ada County, Idaho (Third Supplemental Declaration), which affected Lots 64 through and including Lot 106 of Riverside Village No. 2 recorded as Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed an Amended and Restated Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 2 which was recorded as Instrument No. 8631698 records of the Ada County Recorder, Ada County, Idaho (Fourth Supplemental Declaration) which affected Lots 65 through 106 of Riverside Village No. 2 recorded as Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho.

WHEREAS, Riverside Village Associates, an Idaho limited partnership, executed a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 3 recorded as Instrument No. 8145513, records of the Ada County Recorder, Ada County, Idaho (Fifth Supplemental Declaration), which affected Lots 20 through and including Lot 63, Block 2, Riverside Village No. 3 which was recorded as Instrument No. 8138680, records of the Ada County Recorder, Ada County, Idaho.

WHEREAS, Idaho Forest Industries, an Idaho corporation, executed as Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 4 which was recorded as Instrument No. 8717056, records of the Ada County Recorder, Ada County, Idaho (Sixth Supplemental Declaration), which affected Lots 107 through and including Lot 138, Block 2, Riverside Village No. 4, as shown on the official plat thereof recorded as Instrument No. 8717055, records of the Ada County Recorder, Ada County, Idaho.

WHEREAS, Idaho Forest Industries, an Idaho corporation, executed a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village No. 5 which was recorded as Instrument No. 8824510, records of the Ada County Recorder, Ada County, Idaho (Seventh Supplemental Declaration), which affected Lots 139 through and including Lot 142, Block 2, Riverside Village No. 5, as shown on the official plat thereof, recorded as Instrument No. 8756716, records of the Ada County Recorder, Ada County, Idaho.

WHEREAS, the owners of Lots 2, 3 and 4 of Block 1 of THE WOODS AT RIVERSIDE SUBDIVISION according to the plat thereof recorded as Instrument No. 8864024, records of the Ada County Recorder, Ada County, Idaho, executed a Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village which was recorded as Instrument No. 101089976, records of the Ada County Recorder, Ada County, Idaho, subjecting those Lots to the Master Declaration (Eighth Supplemental Declaration).

WHEREAS, each of the Supplemental Declarations and the Master Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of Riverside Village Home Owners Association, Inc. (Association) a/k/a Riverside Village Association, Inc., an Idaho corporation, certifying that the amendment has been approved by a vote or written consent of those persons or entities holding fee simple title to a Lot subject to each of the Supplemental Declarations and the Master Declaration, including contract sellers but excluding those having such interest merely as security for the performance of an obligation, but including any mortgagee or other security holder provided that the mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise and any person taking title through such mortgagee or other security holder by purchase at a foreclosure sale or otherwise who own at least 51% of the Lots within the real property encompassed by each of the Supplemental Declarations and the Master Declaration. The amendment shall be effective upon its recording with the Ada County Recorder.

WHEREAS, the President and Secretary of the Association hereby certify that the Owners owning in excess of 51% of the Lots subject to the Master Declaration and each Supplemental Declaration have voted in favor of or have given their written consent to the adoption of this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village (Declaration). Each and every article of the Master Declaration and each Supplemental Declaration are hereby amended and restated in their entirety to read in accordance with the following provisions. This Declaration shall supercede and replace in its entirety the Master Declaration and each Supplemental Declaration.

WHEREAS, the real property subject to this Declaration shall comprise the following:

1. Lots 1 through 23 of Block 1 and Lots 1 through 19 of Block 2 of RIVERSIDE VILLAGE NO. 1 subdivision, according to Instrument No. 8125230, records of the Ada County Recorder, Ada County, Idaho.

2. Lots 64 through 106 of Block 2, RIVERSIDE VILLAGE NO. 2 subdivision recorded as Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho, as modified by Record of Surveys 918, 930, 1110, 1305 and 2241 described below which were Lot Line Adjustment Surveys creating combining or reconfiguring the following Lots:

   Lots 87, 88 and 89 of Block 2 of Record of Survey No. 918, according to Instrument No. 8634623, records of the Ada County Recorder, Ada County, Idaho, a Lot Line Adjustment Survey of Lots 87, 88 and 89 of Block 2 of RIVERSIDE VILLAGE NO. 2 subdivision, according to Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho.

   Lots 76, 77, 78, 79, and 80 of Block 2 of Record of Survey No. 2241 according to Instrument No. 9259471, records of the Ada County Recorder, Ada County, Idaho.

   Lots 64, 65, and 66; 71, 72, and 73; 87, 88, and 89; 92, 93, 94, 95, 96, and 97; 100, 101, 102, 103, 104, 105, and 106 of Record of Survey 930, Instrument No. 8640528, records of the Ada County Recorder, Ada County, Idaho, a Lot Line Adjustment Survey of Lots 64 through 106 of Block 2 of RIVERSIDE VILLAGE NO. 2 subdivision, recorded as Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho.

   Lots A, B and C of Record of Survey 1305, Instrument No. 8846588, records of the Ada County Recorder, Ada County, Idaho, a Lot Line Adjustment Survey of Parcel A of Record of Survey 1110, Instrument No. 8736624, records of the Ada County Recorder, Ada County, Idaho, and portions of Lots 92, 93 and 94 of Block 2 of RIVERSIDE VILLAGE NO. 2 subdivision, recorded as Instrument No. 8125231, records of the Ada County Recorder, Ada County, Idaho.

3. Lot 5A and Lots 20 through 63 of Block 2 of RIVERSIDE VILLAGE NO. 3 subdivision, recorded as Instrument No. 8138680, records of the Ada County Recorder, Ada County, Idaho.

4. Lots 30 through 32, 41 through 49 and 57 through 63 of Block 2 of RIVERSIDE VILLAGE NO. 3A subdivision recorded as Instrument No. 8712235, records of the Ada County Recorder, Ada County, Idaho, a re-subdivision of a portion of RIVERSIDE VILLAGE NO. 3, recorded as Instrument No. 8138680, records of the Ada County Recorder, Ada County, Idaho.

5. Lots 107 through 138 of Block 2, Lot 1 of Block 4, Lot 1 of Block 5, Lot 1 of Block 6 and Lot 1 of Block 7 of RIVERSIDE VILLAGE NO. 4 SUBDIVISION, recorded as Instrument No. 8717055, records of the Ada County Recorder, Ada County, Idaho, as modified by Record of Surveys 1104 and 1110 described below which were Lot Line Adjustment Surveys creating, combining or reconfiguring the following Lots:

Lots A, B, C, D and 138 of Block 2 and Lot 1 of Block 7 of Record of Survey No. 1104, recorded as Instrument No. 8735458, records of the Ada County Recorder, Ada County, Idaho, a Lot Line Adjustment Survey of Lots 132 through 137 of Block 2 of RIVERSIDE VILLAGE NO. 4 SUBDIVISION, recorded as Instrument No. 8717055, records of the Ada County Recorder, Ada County, Idaho.

Lots 107, 108, A, B, C, D, 114, 115, 116 and 117 of Block 2 and Lot 1 of Block 4 of Record of Survey No. 1110, recorded as Instrument No. 8736624, records of the Ada County Recorder, Ada County, Idaho, a Lot Line Adjustment Survey of Lots 109, 110, 111, and 112 of Block 2 of RIVERSIDE VILLAGE NO. 4 SUBDIVISION, recorded as Instrument No. 8717055, records of the Ada County Recorder, Ada County, Idaho.

6. Lots 139, 140, 141 and 142 of Block 2 and Lot 1 of Block 8 of RIVERSIDE VILLAGE NO. 5 SUBDIVISION, recorded as Instrument No. 8756716, records of the Ada County Recorder, Ada County, Idaho.

7. Lots 2, 3 and 4 of Block 1 of THE WOODS AT RIVERSIDE SUBDIVISION, according to the plat thereof recorded as Instrument No. 8864024, records of the Ada County Recorder, Ada County, Idaho.

The above real property is called "Riverside Village."

ARTICLE I.
OBJECTIVES

It is desirable for the preservation and enhancement of property values, and desirability and attractiveness of Riverside Village to maintain a development of planned land use, quality design and construction with Common Areas and facilities and to ensure adequate and regular maintenance of Common Areas and facilities, hereafter called "Objectives."

To assure the achievement of the Objectives, certain Covenants, Conditions, Restrictions and Easements applicable to the whole of Riverside Village are set forth in this instrument.

The ultimate management and government responsibilities of Riverside Village shall be vested in the Owners through an Association, which shall have the right to promulgate certain policies and make certain decisions relating to specific tracts or parcels.

In order to achieve the Objectives, the management and government of Riverside Village shall be under the control and management of the Association.

ARTICLE II.
DECLARATION

Riverside Village and each lot, tract or parcel thereof (hereafter called "Lot" unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes, 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 Lots, and to enhance the value, desirability and attractiveness thereof. The covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in Riverside Village or any Lot therein; shall inure to the benefit of every Lot in Riverside Village and any interest therein; and shall inure to the benefit of and be binding upon each Owner, and each successor.

ARTICLE III.
DEFINITIONS

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

ACC: The Architectural Control Committee for Riverside Village.

Architectural Control Standards: The rules promulgated by the Association to preserve both the property values and the attractiveness of Riverside Village (ACS). The Architectural Control Standards shall supplement this Declaration. In the event of any conflict between the Architectural Control Standards and this Declaration, the Declaration shall govern. The Architectural Control Standards may set forth the responsibility of Owners to maintain the Improvements, landscaping, driveways, sidewalks, decks, trees, lawns, shrubbery, fences, outdoor play and recreational equipment, dog houses and dog pens, trash container storage facilities, and any structure, object or thing placed on a Lot. The Architectural Control Standards may also set forth the procedure for obtaining approval to make any modification to any condition on a Lot other than modifications to the interior of an Improvement including what must be submitted to the Association or the ACC to obtain approval. The Architectural Control Standards may also set forth certain requirements regarding the design, construction, materials employed, color, location, type of improvement or object placed or erected on

any Lot or removed from any Lot. The Architectural Control Standards may also govern the use and occupation of any Common Area or property owned or controlled by the Association.

Annexation: The process by which additional tracts or parcels of real property not included with Riverside Village are made part of Riverside Village and subject to this Declaration.

Application: Application for Architectural Approval.

Articles. The Articles of Incorporation of Riverside Village Home Owners Association, Inc., an Idaho nonprofit corporation, including any amendments thereto duly adopted.

Assessment: A payment required of Association members, including Regular, Special, or Limited Assessments as provided in this Declaration.

Association: Riverside Village Home Owners Association, Inc., an Idaho nonprofit corporation.

Board: The duly elected and qualified Board of Directors of Riverside Village Home Owners Association, Inc.

Building: A structure constructed on 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.

By-Laws: The By-Laws of the Association including any amendments thereto adopted.

Common Area: All real property within or outside of Riverside Village in which the Association owns an interest or controls and which is held or controlled for the common use and enjoyment of all of its Members, including any recreation facilities and other improvements

Deed of Trust: See "Mortgage" below.

Declaration: This Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village and each amendment.

Flood Protection System: The levee and related improvements within Riverside Village adjacent to and parallel to the Boise River from the top of the levee to the winter water level of the Boise River.

Improvements: All structures and their appurtenances, including but not limited to houses, buildings, outbuildings, decks, patios, swimming pools, garages, roads, driveways, sidewalks and walkways, parking areas, fences, walls, screens, stairs, landscaping, plantings, yard art, poles, signs, exterior radio, television or other antennae, satellite dishes, exterior heating/air conditioning fixtures and equipment, and exterior lights. Improvements shall not include those items which are totally located on the interior of a Building and cannot be readily observed when outside.

Initial Construction: The first construction of permanent Improvements on a Lot and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within Riverside Village, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a prohibited condition or cure an Owner's breach hereunder.

Lot: A portion of Riverside Village which is a legally described tract or parcel of real property within Riverside Village or which is designated as a Lot on any recorded subdivision plat relating to

Riverside Village. Easements for use of certain real property for greenbelt, lakes, amenity, or other purposes may include portions of certain Lots.

Member: Any person(s) who is an Owner of a Lot within Riverside Village.

Mortgage: Any mortgage or deed of trust or other hypothecation of real property located in Riverside Village to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust" on a Lot in Riverside Village.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust including any assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in Riverside Village owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust, on a Lot.

Owner: A person or persons or other legal entity or entities holding fee simple title to a Lot in Riverside Village, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided the Mortgagee or other security holder is in actual possession of any Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in Riverside Village, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Riverside Village: The whole of the real property described in the recitals and any additional real property annexed thereto as provided herein.

Riverside Village Home Owners Association, Inc.: The Idaho nonprofit corporation comprised of Members and existing for the purpose of providing self-government for Riverside Village.

Special Assessment: An Assessment levied by the Association other than Regular or Limited Assessments.

Variance: A decision of the Board granting an Owner the right to deviate from the conditions, restrictions or requirements contained in this Declaration or the Architectural Control Standards.

ARTICLE IV.
GENERAL AND SPECIFIC RESTRICTIONS

SECTION 4.01 Use. All Buildings shall be used exclusively for residential purposes and such uses as are customarily incidental thereto except those Buildings owned by the Association.

SECTION 4.02 Dwellings. Except where intended solely to provide access to another Lot(s), no Lots shall be improved except with one (1) dwelling unit and each dwelling unit shall contain such minimum floor areas, if any, and/or have such a minimum construction cost, if any, as are specified in this Declaration.

SECTION 4.03 Architectural Control Committee. No Improvements shall be built, constructed, erected, placed or materially altered within Riverside Village unless and until the plans, specifications and site plan have been reviewed in advance and approved by the Board or the Architectural Control Committee as herein provided.

SECTION 4.04 Prohibited Facilities. No trailer or other vehicle, tent, shack, garage, accessory building or outbuilding shall be used as a temporary or permanent residence.

SECTION 4.05 Setbacks. No Building or other structure (exclusive of fences and similar structures approved by the Board or the ACC) shall be located on a Lot nearer to a lot line than is shown on the recorded subdivision plat covering the Lot.

SECTION 4.06 Antennae. No exterior radio antennae, television antennae, satellite dish or other antennae or collector shall be erected or maintained on a Lot without the prior approval in writing by the Board or the ACC.

SECTION 4.07 Building Height. No Building located on a Lot which abuts Riverside Drive shall exceed one (1) story in height; however, any Building so affected by this restriction which incorporates a substantial portion of the living area on more than one (1) floor level shall not exceed a height of one and one-half (1/2) times the standard height of a one (1) story Building. No Building hereafter placed on a lot shall exceed a height of 35 feet as measured from the lowest point of the land next to the Building to the highest point of the Building unless a variance is approved by the Board.

SECTION 4.08 Easements. The following easements have been granted for the use and benefit of each Lot, each Owner, the Association, and their successors and assigns, for the purposes incident to such use, development, and maintenance of Riverside Village:

(a) The easements designated on the recorded subdivision plat(s) for Riverside Village for the installation and maintenance of public utility facilities of all kinds, including radio, television and transmission cables, natural gas and electric power.

(b) If designated on a recorded plat of any portion of Riverside Village, easements to allow for pedestrian access to and from the public greenbelt adjacent to the Boise River from public rights-of-way within Riverside Village.

(c) An easement for lakes, ponds, and water courses, including any equipment or appurtenances used in connection therewith, as may exist or may be constructed by or maintained by the Association within Riverside Village for drainage, irrigation, flood protection, recreation, or amenity purposes.

(d) Reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon which easements or encroachment shall be valid so long as they exist and the rights and

obligations of Owners shall not be altered in any way by the encroachments, settling or shifting. However, in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.

(e) Whenever ingress or egress to a Lot is shown on the recorded subdivision plat for any portion of Riverside Village to be provided on, over or through all or a portion of another Lot or parcel (hereafter called "Access Lot") which serves more than one Lot, notwithstanding the vesting of the title to the Access Lot, the Owners of the Lots served or to be served by such Access Lot shall be entitled to full use and enjoyment of the whole and no Owner shall obstruct or inconvenience free use by any other Owner. All Owners of Lots served by the Access Lot shall share equally in all costs to improve, repair, replace, or maintain the driveway or other access improvements. If any Owner pays more than that Owner's share of the costs, that Owner shall be entitled to prompt reimbursement by all other Owners obligated to pay a portion of those costs and expenses pro-rated based on the number of Owners obligated to share those costs. However, absent an emergency, no Owner shall have the right to incur such costs and expenses without the consent and approval of all other Owners obligated to pay a portion of those costs. If the Owners cannot agree on the necessity or reasonableness of such costs and expenses or an Owner's obligation to pay a pro-rata share thereof, then any of those Owners shall have the right upon written request delivered to the Association to have the matter submitted to the Board which shall decide the dispute and its decision shall be binding. The failure or refusal of an Owner to pay or contribute that Owner's pro-rata share of such costs and expenses, as determined by the Board, shall empower the Board to make a Limited Assessment against that Owner. That Limited Assessment shall be collected and enforced in the manner provided in this Declaration, and upon collection by the Association, the Owner(s) entitled to reimbursement shall be paid.

(f) For the purpose of permitting the Association, its contractors and agents, to enter into those portions of Lots contiguous to the Common Area and not enclosed by fences to maintain, replace and restore landscaping and other improvements within the Common Area.

(g) For the purpose of permitting the Association, the City of Garden City, Idaho, its agents and designees, access to the Flood Protection System adjacent to the Boise River in Riverside Village, and for access to the Boise River and public greenbelt adjacent thereto by emergency vehicles of all types, an easement twelve feet (12') in width, whose south boundary shall be the "edge of levee" or "edge of dike" as shown on any Plat of the land within Riverside Village, and those additional easements, if any, designated on those Plats.

(h) For the maintenance, repair and reconstruction of any portion of the Flood Protection System in Riverside Village, an easement in favor of the Association, the City of Garden City, Idaho, its agents and designees, and any other governmental entity having jurisdiction thereof, over, through, along and across the Lots upon which a portion of the Flood Protection System is constructed. However, the costs of repairing any damages to a Lot or restoring any Improvement caused by the maintenance, repair and reconstruction of a portion of the Flood Protection System shall be paid by the Association and shall be funded by a Special Assessment on all Lots in Riverside Village.

The easement areas (excluding any equipment or appurtenances owned by the Association or a utility company located thereon) referred to in subsections (a), (b), (c), (d), (e), (f), (g) and (h) of this Section shall be maintained by the Owner of the Lot upon which they are situated. Those portions of any lakes, ponds or other water courses located adjacent to Riverside Drive, including any

landscaping from the edge thereof to the pavement edge of Riverside Drive, shall be maintained by the Association.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of the easement, and no other activity shall be undertaken within any Lot which may interfere with the use and access provided by the easement or the installation or maintenance of the utilities or other facilities, if any, located therein.

SECTION 4.09 **Commercial Use**. No Lot shall be used at any time for commercial or business activity that increases traffic, causes persons to come to the Lot to transact business, adds to parking requirements or creates a disturbance or a nuisance. No Lot shall be used as a daycare facility.

SECTION 4.10 **Lighting**. Exterior lighting and interior lights reflecting outside shall not be placed to cause glare or excessive light spillage on neighboring Lots.

Each Owner shall maintain, replace, and repair and pay for all power and other costs of operating any outside lights installed on a Lot which are required to be installed by the Board or the Architectural Control Committee. If an Owner fails to maintain and operate such lights, the Board shall have the right to repair and operate the lights including the right to levy a Limited Assessment against the Lot upon which the lighting is located for the cost thereof.

SECTION 4.11 **Animals**. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated dogs, cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 4.12 **Septic Tanks/Cesspools**. No septic tanks and/or cesspools shall be allowed within Riverside Village.

SECTION 4.13 **Grading and Drainage**. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Board or the Architectural Control Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings shall preserve the existing grade(s). Any grades, berms or swales should be an integral part of the grading design. Water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists. Existing berms, grades and drainage swales shall not be modified unless prior written approval is granted by the Board or the Architectural Control Committee. There shall be no interference with the established drainage pattern over any portion of Riverside Village, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board or the Architectural Control Committee. For the purposes hereof, "established drainage pattern" is defined as the drainage which exists at the time the overall grading of any portion of Riverside Village was completed, or that which is shown on any plans approved by the Board or the Architectural Control Committee, which may include drainage from Common Areas over any Lot or Lots in Riverside Village.

SECTION 4.14 **Streets**. Special applied designs, if any, in the roadways and cul-de-sacs are permitted but shall be maintained by the Association if such maintenance is not provided by the governmental entity having jurisdiction and control.

SECTION 4.15 **Insurance Rates**. Nothing shall be done or kept on any Lot which will increase the cost of insurance on any property owned or managed by the Association without the

approval of the Board. Nor shall anything be done or kept on a Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would violate any law.

SECTION 4.16 **Signs**. No commercial billboard or advertising shall be displayed on any Lot. Owners may advertise a dwelling unit and Lot for rent by displaying a single, neat, reasonably sized sign thereon. Owners may advertise a dwelling unit and Lot for sale by displaying a maximum of two (2) reasonably sized "For Sale" signs thereon. These signs must be positioned so to prohibit being viewed at the same time from Riverside Drive. Lighted, moving or flashing signs for any purpose are prohibited. Directional or identification signs may be used to give directions to traffic or pedestrians or give special instructions but only for 8 hours and only if approved by the Board prior to installation. Signs promoting a candidate for a political office shall only be permitted one month before the primary election and shall be removed the day following the general election. If there is no primary election then the signs shall only be permitted one month before the election and must be removed the day following the election. The Board may regulate the number and size of the signs.

SECTION 4.17 **Mailboxes**. No freestanding mailbox shall be constructed or installed on any Lot. All mailboxes are to conform to the Board-approved design and are maintained by the Association.

SECTION 4.18 **Subdividing**. No Lot may be further subdivided. No easement or partial interest may be conveyed by the Owner without the prior written consent of the Board. However, nothing herein shall prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the Board.

SECTION 4.19 **Fences**. No fences or wall of any kind shall be constructed on a Lot unless the plans and specifications, including the location, design, material and color, have been approved in writing by the Board or the Architectural Control Committee prior to construction or installation.

All fences and walls shall be subject to the following restrictions:

(a) No fence or wall shall be permitted on any portion of a berm.

(b) All fences and walls constructed or installed adjacent to any pedestrian easements shall not be higher than four (4) feet.

(c) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a different height is required in this Declaration) and shall be compatible in height, design, materials and color with the theme of the cul-de-sac in which the Lot is located.

(d) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time.

(e) With respect to a Lot which adjoins the public greenbelt adjacent to Riverside Village or a lake in Riverside Village, no fence or wall shall be permitted closer to the public greenbelt or lake than six (6) feet northerly of the "edge of levee" or "edge of dike" line as shown on the Plat.

(f) All fences and walls proposed to be constructed and installed within 100 feet of any Flood Protection System shall be subject to the additional requirements and restrictions contained in Article XIII, below.

(g) Fences to contain dogs must not be closer to adjoining property lines than five (5) feet and located only in a yard not visible from a street. Dog pens must be further shielded with approved landscape to protect adjoining property views.

(h) Fences or walls visible from Riverside Drive are disallowed and will require variance approval. Existing fences which were approved and installed prior to December 1, 2006, are permissible.

SECTION 4.20 Landscaping. The following provisions shall govern the landscaping of Lots within Riverside Village:

(a) The Owner shall prepare a landscape plan and submit it to the Architectural Control Committee as provided in Article XI, below. The Architectural Control Committee shall approve the landscape plan prior to the installation and or construction of the landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.

b Landscaping in the front yard, the side yards and behind the Building (hereafter called "required landscaping") shall consist of sod, automatic underground sprinkler system and three (3) trees, all of which must be installed prior to occupancy of the Building following Initial Construction or remodeling. If a Lot has a yard visible from Riverside Drive, then the side yard or back yard shall be fully landscaped with the foregoing required landscaping prior to occupancy. All other landscaping on a Lot shall be installed by the Owner within six (6) months after the date of occupancy of the Building.

(c) Any deciduous tree installed in accordance with an approved landscape plan shall be at least two (2) inches in diameter (trunk diameter) and all other tree types shall be at least six (6) feet in height.

SECTION 4.21 Nuisances. No rubbish or debris shall be placed or permitted to accumulate upon any Lot within Riverside Village, and no odor shall be permitted to arise so as to render any Lot within Riverside Village unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity or to its occupants. No noise or other nuisance shall be permitted to exist upon or from any Lot so as to be offensive or detrimental to any other Lot within Riverside Village or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, bug zappers, whistles, bells or other sound devices (other than security devices used exclusively for security) shall be used or placed on any Lot within Riverside Village.

SECTION 4.22 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

(a) Each Owner of a Lot shall maintain all Improvements in good and sufficient repair and shall keep such Lot and Improvements painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, and otherwise maintain a neat and aesthetically pleasing condition. Maintenance of Improvements shall be in accordance with standards adopted by the Association.

(b) All damage to such Improvements shall be repaired as promptly as is reasonably possible.

(c) A Building vacant for any reason shall be kept locked and the windows glazed to prevent entrance by vandals. A vacant Building and an unimproved Lot shall not be exempt from the provisions of this Declaration.

(d) All Buildings, structures, facilities, equipment, objects and conditions determined by the Board or the Architectural Control Committee, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from

public view. All trash and debris shall be kept at all times in a covered container, and such containers shall be kept within an enclosed structure or screened from public view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from public view.

(e) No articles, goods, materials, machinery, equipment, plants, animals or similar items, shall be stored, kept or maintained on a Lot within the area between the property line and the required setback area, along a public right-of-way, or otherwise exposed to public view.

(f) No outside storage or operations of any kind shall be permitted on any Lot, unless such activity is screened from public view and does not extend above the top of such screening. Any articles, goods or materials stored in other than an enclosed, covered structure shall be completely enclosed either with a screen or landscaped planting, or both, as determined by the Board or the Architectural Control Committee.

(g) Any event or condition on a Lot which, in the sole discretion of the Board or the Architectural Control Committee, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

(h) If an Owner suffers or permits any Improvement, including landscaping, to fall into disrepair so as to create a dangerous or unsightly condition, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter the Lot and any Building or structure thereon to correct or repair the condition. The Owner shall promptly reimburse the Association for the cost. The Owner of the offending Lot shall also be personally liable, and his Lot may be subject to a mechanics lien, for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand, or the amounts may, at the option of the Board, be levied as a Limited Assessment against the Lot and shall be enforceable in the same manner as other Assessments in Article VIII of this Declaration.

SECTION 4.23 Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, vehicles other than automobiles, campers, and garden or maintenance equipment when not in use shall be kept at all times in an enclosed structure or screened from public view and at no time shall any of those vehicles or equipment be parked or stored on a public right-of-way within Riverside Village. Small paddle boats on lakes and ponds are permitted.

SECTION 4.24 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 4.25 Exterior Materials and Colors. After completion of the Initial Construction, and in the event of the entire or partial reconstruction, remodeling, repainting or refinishing of a Building, walkway or driveway within Riverside Village, exterior materials and color shall be used which are compatible with other Buildings on the Lot and on neighboring Lots so that all Buildings within each cul-de-sac and street present a unified and coordinated appearance.

SECTION 4.26 Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to Architectural Control Standards, which may prohibit or limit use within Riverside Village, provide parking, noise and pollution regulations or other rules regulating the same.

SECTION 4.27 Mining and Drilling. No Lot shall be used for mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth. The Board may, by permit, grant, license or easement, allow the drilling for and the extraction of water. Nothing herein shall prohibit the City of Garden City, Idaho, from drilling and installing and thereafter operating a domestic water well within Riverside Village if required to provide adequate public water service to Lots.

SECTION 4.28 Exterior Energy Devices. No energy production device, including but not limited to generators of any kind and solar devices, shall be constructed or maintained on any Lot without the prior written approval of the Board or the Architectural Control Committee, except for heat pumps, air conditioners or similar appliances with locations relative to adjoining Lots shown on the plans approved by the Architectural Control Committee.

SECTION 4.29 Delegation of Use. Any Owner may delegate or assign his rights in a Lot and rights under this Declaration whether by easement or otherwise to members of his family, his tenants or his contract purchasers who reside on the Lot to which the Owner has title. However, such delegation or assignment shall not relieve the Owner from any obligations hereunder and such person to whom rights are delegated or assigned shall be, in all respects, subject to the prohibitions, limitations and obligations contained in this Declaration.

SECTION 4.30 Specific Regulations for Riverside Village No. 1. In addition to the remaining provisions of this Declaration with the exception of Sections 4.31, 4.32, 4.33, 4.34 and 4.35, the Lots within Riverside Village No. 1 shall also be subject to the following specific provisions:

(a) No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any Lot in Riverside Village No. 1 which contains less square feet of living area than the following:

Lots	Block	Minimum Sq. Ft.
1 through & including 23	1	1,650
1, 2, 3, 4, 12, 13 and 14	2	2,500
6, 7, 8, 9, 10 and 11	2	2,200
15, 16, 17, and 18	2	2,000

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

(b) As shown on the plat for Riverside Village No. 1, ingress and egress to the following identified Lots is provided over a portion of each Lot served:

Lots Sharing

Driveway Access	Block No.
4 and 5	1
14 and 15	1
18 and 19	1
3 and 4	2

The portions as shown on the plat of each of the Lots listed above providing ingress to and egress from the Lots shall be "Access Lots" as the same is defined in Section 4.08 (e) of this Declaration. The rights and obligations of the Owners of those Lots served by the Access Lots are as provided in Section 4.08 (e) of this Declaration.

SECTION 4.31 **Specific Regulations for Riverside Village No. 2**. In addition to the remaining provisions of this Declaration with the exception of Sections 4.30, 4.32, 4.33, 4.34 and 4.35, the Lots within Riverside Village No. 2 shall also be subject to the following specific provisions applicable:

(a) Exteriors and Insurance. The duty to maintain the exteriors of all Buildings along with the cost of exterior maintenance shall be borne by the Owner of each Building. Also, the procurement of property insurance, flood insurance and any other insurance desired by the Owners shall be procured by each Owner and paid for by the Owner of each Building. No subassociation shall be created for the maintenance of the exteriors of units within this subdivision and the cost of procuring insurance shall not be levied or assessed by a subassociation. The responsibility of maintenance and the procurement of insurance shall rest solely upon each Owner of each Building within this subdivision.

(b) Party Walls. Each wall which is built as a part of the original construction of Improvements constructed on a Lot in Riverside Village No. 2 and placed on the dividing line between two Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts of mischief shall apply.

To the extent that the cost of repairing and maintaining a party wall is not covered by insurance required to be provided by the Owners, the cost of such repair or maintenance shall be shared by the Owners of the Lots located on either side of the party wall, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

In the event of any dispute arising concerning a party wall or a dispute involving the interpretation or obligations of an Owner under the provisions of this Section, the matter shall be submitted to the Board, which shall act as a Board of Arbitration and the decision of the majority of the members of the Board shall be binding on the Owners.

(c) **Common Area Maintenance**. Lots 105 and 106, as shown on the Plat for Riverside Village No. 2, shall be "Common Area." This Common Area is intended to be used as landscape islands and it shall be the exclusive duty and responsibility of the Association to maintain, repair, replace, landscape, plant and otherwise care for this Common Area. The costs incurred to carry out the responsibilities to this Common Area shall be included in the Regular Assessment.

It is acknowledged and agreed that neither Ada County Highway District nor any other governmental entity having jurisdiction and control over the public rights-of-way within Riverside Village No. 2 shall have any obligation or responsibility to maintain any landscaped areas within the public rights-of-way or within this Common Area. Any purported amendment to this subsection to impose liability upon Ada County Highway District or any other governmental entity having jurisdiction and control over the public rights-of-way within Riverside Village No. 2 shall be of no force or effect unless Ada County Highway District or such other governmental entity shall expressly consent thereto.

(d) Minimum Living Area. Each Building and related Improvements constructed on a Lot in Riverside Village No. 2 shall comply with the minimum square footage requirements set out in this Article.

Lots	Minimum Sq. Ft.
64 through and including 104 (excluding the Access Lots described hereafter)	1,350

No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any Lot in Riverside Village No. 2 which contains less square feet of living area than that provided above.

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

(e) Access Lots. Lots 67, 75, 91 and 98 as shown on the Plat for Riverside Village No. 2, are "Access Lots" as the same are defined in Section 4.08 (e) of this Declaration and shall be subject to the provisions thereof. The rights and obligations of the Owners of those Lots served by the Access Lots are provided in Section 4.08 (e).

SECTION 4.32 Specific Regulations for Riverside Village No. 3. In addition to the remaining provisions of this Declaration with the exception of Sections 4.30, 4.31, 4.33, 4.34 and 4.35, the Lots within Riverside Village No. 3 shall also be subject to the following specific provisions:

(a) **Patio Home Lot Easements and Restrictions**. In addition to the other easements created and/or reserved as provided in this Declaration, there is created and granted for the use and benefit of each Lot within Riverside Village No. 3, and for the use and benefit of each affected Owner, and their successors and assigns, for the purposes incidental to the development, use and maintenance of the Lots specified the easements described in this subsection.

The Lots affected by the Patio Home Lot Easements and Restrictions provided in this Subsection are Lots 30 through and including 63 of Riverside Village No. 3. These Lots are called a "Patio Home Lot."

With respect to each Patio Home Lot there is hereby created the following express and exclusive easements:

(i) For the use and benefit of each Patio Home Lot (hereafter called "Dominant Patio Home Lot") and the Owner thereof, there is hereby created the following easements on, over and across the Patio Home Lot abutting the side lot line of the Dominant Patio Home Lot nearest the Special Exterior Wall (hereafter defined) of the Building located on the Dominant Patio Home Lot:

(a) An easement for ingress and egress to repair or maintain any portion of the Building and related improvements on the Dominant Patio Home Lot when reasonable access thereto is not available from the Dominant Patio Home Lot itself;

(b) An easement not to exceed five (5) feet for eaves and other portions of the Building constructed on the Dominant Patio Home Lot projecting beyond the lot line dividing the Dominant Patio Home Lot and the abutting Patio Home Lot, provided that such eaves and other projections shall be at a height and shall not unreasonably interfere with the use of the abutting Patio Home Lot by the Owner and occupants thereof and, provided further, that the eaves and other projections shall have been approved by the Architectural Control Committee or the Board;

(c) An easement for the drainage of water from the roof of the Building located on the Dominant Patio Home Lot provided that reasonable steps shall be taken in the construction of the Building to minimize the drainage upon the abutting Lot.

(ii) With respect to each Patio Home Lot there is hereby created the following easement in favor of the Patio Home Lot abutting the side lot line nearest the Special Exterior Wall on, over and along the portion of the Patio Home Lot identified as the "Dominant Lot" from a line extended from the Special Exterior Wall to the front and rear lot lines thereof to the nearest side lot line:

(a) An easement for landscaping, patio and similar improvements together with the right to use and enjoy the same provided that the landscaping, patio and the use and enjoyment thereof shall not interfere with the easements described above.

As used in this subsection, "Special Exterior Wall" shall mean and refer to the exterior side wall of the Building constructed on a Patio Home Lot nearest to and facing an abutting Patio Home Lot.

Each Building approved by the Architectural Control Committee to be constructed on a Patio Home Lot shall be required to have one (1) Special Exterior Wall which shall be that exterior wall of a Building which is nearest to and faces an adjoining Patio Home Lot.

The following restrictions shall apply to each Special Exterior Wall in Riverside Village No. 3:

(i) The Special Exterior Wall shall contain no windows or other openings other than those necessary for ventilation.

(ii) The Owner of the Patio Home Lot nearest to and facing a Special Exterior Wall shall not in any way restrict the use of the Special Exterior Wall by its Owner including but not limited to attaching any objects to the Special Exterior Wall such as wires, trellises and plantings; defacing the Special Exterior Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; or using the Special Exterior Wall for a playing surface for any sport or activity, all of which shall be prohibited.

(iii) The Owner of the Building containing the Special Exterior Wall shall be prohibited from attaching anything to the exterior of the Special Exterior Wall or from altering it in any way. Any repainting or refinishing of the Special Exterior Wall must be first approved by the Architectural Control Committee or the Board and any such repainting or refinishing shall be of such color and/or finish as shall blend with and be harmonious and complementary to the building and related Improvements constructed on the abutting Patio Home Lot. The Owner shall make no openings for windows, doors or otherwise in such Special Exterior Wall or otherwise perform any alterations which shall interfere with the privacy of the Owner and Occupants of the abutting Patio Home Lot.

(b) **Minimum Living Area**. Each Building and related Improvements constructed on a Lot in Riverside Village No. 3 shall comply with the minimum requirements set out in this subsection.

Lots	Minimum Square Footage
24, 25 and 26	2,500
20 and 29	2,200
21, 22, 23, 27 and 28	2,000

45 through and including 63	1,200

No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any Lot in Riverside Village No. 3 which contains less square feet of living area than that provided herein.

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

(c) **Access Lots**. As shown on the Plat for Riverside Village No. 3, ingress and egress to the following identified Lots are provided over a portion of each Lot served:

Lots Sharing Driveway Access
35 and 36
45 and 46
51 and 52
55 and 56

The portions, as shown on the Plat, of each of the above Lots providing ingress to and egress from the Lots shall be "Access Lots" as the same are defined in Section 4.08(e) and shall be subject to the provisions thereof. The rights and obligations of the Owners of those Lots served by the Access Lots are as provided in Section 4.08(e).

SECTION 4.33 **Specific Regulations for Riverside Village No. 4**. In addition to the remaining provisions of this Declaration with the exception of Sections 4.30, 4.31, 4.32, 4.34 and 4.35, the Lots within Riverside Village No. 4 shall also be subject to the following specific provisions:

(a) Minimum Living Area. No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or committed to remain on any Lot in Riverside Village No. 4 which contains less square feet of living area than the following:

Lots	Minimum Square Footage
107 through 117	1,500
132 and 138	1,650
118, 119, 124 through 126, 131, and 133 through 137	1,800
120 through 123 and 127 through 130	2,200

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

SECTION 4.34 **Specific Regulations for Riverside Village No. 5.** In addition to the remaining provisions of this Declaration with the exception of Sections 4.30, 4.31, 4.32, 4.33 and 4.35, the Lots within Riverside Village No. 5 shall also be subject to the following specific provisions:

(a) Minimum Living Area. No Building and related Improvements intended for use as a single-family residence shall be erected, altered, placed or committed to remain on any Lot in Riverside Village No. 5 which contains less square feet of living area than the following:

Lots	Minimum Square Footage
139, 141 and 142	2,200

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

SECTION 4.35 **Specific Regulations for The Woods at Riverside Subdivision**. In addition to the remaining provisions of this Declaration with the exception of Sections 4.30, 4.31, 4.32, 4.33 and 4.34, Lots 2, 3 and 4 of Block 1 of "The Woods at Riverside Subdivision" shall also be subject to the following specific provisions:

(a) **Minimum Living Area**. No Building and related Improvements intended for use as a single family residence shall be erected, altered, placed or permitted to remain on those Lots within The Woods at Riverside Subdivision which contains less square feet of living area than those Buildings or Improvements which are presently existing thereon.

Square footage of living area shall be based on the interior living space, exclusive of porches, patios and garage.

SECTION 4.36 **Variance by Board**. The minimum square footage requirements set forth in Sections 4.30 through 4.35 shall be subject to the right of the Board to grant a variance in accordance with Section 10.10.

ARTICLE V.
RIVERSIDE VILLAGE HOME OWNERS ASSOCIATION, INC.

SECTION 5.01 Organization of Association. Riverside Village Home Owners Association, Inc., has been organized as an Idaho nonprofit corporation and shall be charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 5.02 Members. Each Owner of a Lot by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in- interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to the Lot and then only to the transferee. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 5.03 Voting. The Association shall have one (1) class of voting membership. The Owners of a Lot upon which a home is built shall collectively have one (1) vote. The Association shall not have any votes for the Lot or Lots it owns.

SECTION 5.04 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, which may be amended from time to time. The Board of Directors shall be elected in accordance with provisions in the By-Laws.

SECTION 5.05 Powers of Association. The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted under the Articles, By-Laws, or this Declaration, and to perform all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments. The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment in accordance with this Declaration.

(b) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the By-Laws of the Association, or the Architectural Control Standards; and to enforce by injunction or otherwise, all provisions thereof.

(c) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager except to the extent prohibited by Idaho law.

(d) Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager, or any other representative or employee of the

Association, or the ACC, provided that the entity or individual has, upon the basis of information as was available, acted in good faith without willful or intentional misconduct.

(e) **Architectural Control Standards**. The power to adopt, amend and repeal such rules and regulations as the Board deems reasonable. Such rules shall govern the use by Owners, families of Owners, invitees, licensees, lessees or any other person of Common Areas and other property owned or controlled by the Association. The rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws, or this Declaration. A copy of the Architectural Control Standards, which may from time to time be adopted, amended or repealed, shall be delivered to each Owner. Placing a copy in the United States Mail, postage prepaid, addressed to the last address known to the Board shall be sufficient. Upon such mailing or delivery and posting, the Association rules shall have the same force and effect as if they were set forth in this Declaration. In the event of any conflict between a Standard and any provision of the Articles, By-Laws, or this Declaration, the conflicting provisions of the Standard shall be deemed superceded.

(f) **Emergency Powers**. The Association, or any person authorized by the Association, may enter any Lot or Building or other structure on a Lot in an emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage shall be repaired by the Association unless the entry was necessitated by a condition caused by the Owner.

(g) **Licenses, Easements, and Rights-of-Way**. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, through or under the Common Areas as may be necessary or appropriate for the maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

(i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities.

(h) **Fiscal Year**. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 5.06 Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Board or its authorized agents shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform the following duties:

(a) **Operation and Maintenance of Common Areas**. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements damaged or destroyed by casualty loss, and all other property owned by the Association.

(b) **Taxes and Assessments**. Pay all real and personal property taxes and assessments levied against the Common Area owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes, if required. In addition, the Association shall pay all other taxes, federal, state or

local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

(c) **Water and Other Utilities**. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbage collection, electrical, telephone, gas and other necessary services for the Common Area.

(d) **Identification Signs**. Maintain, repair and replace all permanent entry and special identification signs for Riverside Village whether located within or without the boundaries of Riverside Village.

(e) **Landscaped Areas**. Maintain, repair, replace, landscape, plant and otherwise care for the following landscaped areas:

(i) All landscaped islands within public roads in Riverside Village.

(ii) All landscaped areas in Common Areas; and

(iii) The roadside portions of all berms adjacent to Riverside Drive within Riverside Village from the top of a berm to the pavement edge of the public street.

(f) **Water Areas**. Maintain, repair or replace any pumps or other equipment or facilities owned by the Association concerning any lake, pond or water course in Riverside Village. Keep lakes, ponds and water courses within Riverside Village clean, sanitary, attractive and usable.

(g) **Walking Nature Trail**. Maintain any portion of the greenbelt, including any improvements thereon, located adjacent to Riverside Village if not maintained by a public entity, or, if maintenance by a public entity is inadequate and deemed by the Board to be detrimental to any Lot within Riverside Village or to Riverside Village as a whole.

(h) **Flood Protection System**. Repair any damage or restore any Improvements (not including a Building or similar structure) located on a Lot but damaged or destroyed by the reasonable and necessary exercise of the right of entry by the City of Garden City, its agents or designees, or any other governmental entity having jurisdiction, for the maintenance, repair or reconstruction of the Flood Protection System in or adjacent to Riverside Village.

(i) **Insurance**. Obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect the following policies:

(i) Fire insurance, including risks embraced by coverage known as "All Risk" or special extended coverage on a blanket amount for the full insurable replacement value of all improvements, equipment, fixtures and other property within Common Areas owned by the Association, including equipment, fixtures and other property not located in the Common Areas, if used or necessary for the use of Common Areas or easement areas under the control of the Association.

(ii) Comprehensive public liability insurance insuring the Board, the Association and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury or death, and One Hundred Thousand Dollars ($100,000) for property damage. The limits of said coverage shall be periodically reviewed by the Board and may be increased at the Board's discretion.

(iii) Full coverage for directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars ($250,000). The limits of said coverage shall be periodically reviewed by the Board and may be increased at the Board's discretion.

(iv) Such other insurance including Workman's Compensation necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

(v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(vi) Premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(vii) Notwithstanding any other provision to the contrary, the Association shall continuously maintain such casualty, flood and liability insurance and a fidelity bond meeting the requirements for PUD projects established by Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), so long as any of which is a mortgagee or Owner of a Lot within Riverside Village, except if such coverage is not available or has been waived in writing by FNMA, GNMA, or FHLMC.

(j) **Rule Making**. Make, establish, promulgate, amend and repeal Association rules and Architectural Control Standards.

(k) **Architectural Control Committee**. Appoint and remove members of the Architectural Control Committee and oversee the activities of the Architectural Control Committee, all subject to the provisions of this Declaration.

(l) **Enforcement of Restrictions and Rules**. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Architectural Control Standards.

SECTION 5.07 **Budgets and Financial Statements**. Financial statements for the Association shall be regularly prepared and copies distributed to each Member and to each Mortgagee which has given notice to the Association as provided in Section 8.07, below, as follows:

(a) A *pro forma* operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days before the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Board, or its agent, shall prepare and deliver to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year. The balance sheet will include all dollar assets and physical property assets of the Association, including all land owned by the Association.

ARTICLE VI.
ASSOCIATION PROPERTIES

SECTION 6.01 **Use**. Each Owner of a Lot, his or her family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties subject to the following:

(a) The provisions of the Articles and By-Laws of the Association, this Declaration and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association's properties, shall comply with the same.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility on property owned by it.

(c) The right of the Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Association.

(d) The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as the transfer does not diminish the security of the first lien holders on any Lot or Common Area in Riverside Village.

SECTION 6.02 **Damages**. Each Owner shall be liable for any damages to the Common Area, Common Area recreational facilities, Flood Protection System or easement areas controlled by the Association which may be sustained by the negligence, reckless or intentional misconduct of the Owner or the Owner's family, licensees, invitees, lessees or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot and may be collected as provided in Article VIII, below.

SECTION 6.03 **Damage and Destruction**. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association and the recipient shall then determine what repair or reconstruction shall be undertaken.

SECTION 6.04 **Condemnation**. If at any time any part of a Common Area or other property owned by the Association shall be taken or condemned by any public entity, sold or otherwise disposed of, all compensation, damages or other proceeds shall be paid to the Association. The recipient of the payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association; (ii) acquire and/or improve additional properties for the Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VII.
ASSESSMENTS

SECTION 7.01 **Covenant to Pay Assessments.** Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay all Regular, Special and Limited Assessments or charges made by the Association. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the Lot and shall be a continuing lien upon the Lot, and shall also be the personal obligation of the Owner of such Lot at the time the Assessment became due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of his or her Lot.

SECTION 7.02 **Regular Assessments**. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. Unless the Board specifically determines to the contrary, Regular Assessments shall be projected for a one-year period and shall be payable by each Owner. The Board shall have the authority in its discretion to require that the annual Regular Assessments be paid monthly, quarterly, semi-annually or annually. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas, any Common Area recreational facilities and all easement areas controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes, and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain under the terms of this Declaration, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods, and the creation of a reserve, surplus, and/or sinking fund(s).

SECTION 7.03 **Special Assessments**. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

(a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any recreational facility on a Common Area or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.

(b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board. The Board shall determine the approximate amount necessary to cure the deficit and shall have the right to levy a Special Assessment for it provided that no Special Assessment shall be levied which exceeds twenty-five percent (25%) of the budgeted gross expenses of the Association for that calendar or fiscal year, without the vote or written consent of a majority of the Members of the Association.

SECTION 7.04 **Limited Assessments.** In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) **Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such

maintenance and repair are necessary, in the opinion of the Board, to protect the Common Area or any other portion of Riverside Village, and if the Owner of the Lot has failed or refused to perform the maintenance and repair within twenty (20) calendar days after written notice of the necessity has been delivered by the Board to the Owner. The Board shall levy a Limited Assessment against the Owner and the Lot owned by the Owner to pay for the cost of the maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, including the Assessment.

(b) **Correction of Violations**. In addition to maintenance and repair, the Board, upon failure or refusal of an Owner to correct a violation of this Declaration or the Architectural Control Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary for the correction. The costs of such corrective action, together with interest, related expenses, court costs, and attorneys' fees which may be incurred, shall be assessed and collected as set forth in Article VIII of this Declaration.

(c) **Limited Purpose**. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association as a whole. Such Limited Assessment shall not be made until the Owners of the Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to the Limited Assessment.

SECTION 7.05 Increase in Regular Assessments. The Board may, after January 1 of the calendar year (or the first day of the first month of a fiscal year if one be elected by the Board), increase the Regular Assessments effective for that year by an amount not greater than ten percent (10%) of the Regular Assessment per Lot assessed for the previous year. An increase in the Regular Assessment that exceeds ten percent (10%) of the previous year's assessment requires approval by vote or written consent of Owners owning at least fifty-one percent (51%) of the Lots within Riverside Village.

SECTION 7.06 Uniform Rate of Assessments. Unless otherwise specifically provided in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Owners.

SECTION 7.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of each month unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date. Nothing herein shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 7.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association, on Lots within Riverside Village, if not paid when due, shall bear interest at an annual rate set by the Board from time to time. Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge, the Board may, in accordance with its rules and regulations, impose additional fines or late charges for the failure of an Owner to promptly pay any Assessment when due. The right of the Board to charge interest or impose additional fines or late charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board for nonpayment of an Assessment.

SECTION 7.09 **Estoppel Certificate**. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and stating the dates to which Assessments have been paid by the Owner. Such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of the Lot, but reliance on such certificate may not extend to any default to which the signer had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification.

SECTION 7.10 **Notice and Quorum Requirements**. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment or a Limited Assessment described in Section 7.03 and 7.04, above, shall be sent to all Owners subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting, the presence of Owners or of proxies entitled to cast sixty percent (60%) of the total votes of the Members of the Association subject to such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VIII.
ENFORCEMENT OF ASSESSMENTS

SECTION 8.01 **Right to Enforce**. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney or attorneys are employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees. The Board, or its authorized representative(s) may enforce the obligation of an Owner to pay the Assessments by commencement and maintenance of a suit at law or in equity or the Board may exercise the power of sale pursuant to Section 8.05, below, to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereafter provided for.

SECTION 8.02 **Creation of Assessment Liens**. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any or all Lots in Riverside Village pursuant to this Declaration, together with interest, fines or late charges at the rate established by the Board if not paid when due and all costs of collection which may be paid or incurred by the Association in collecting payment, including reasonable attorneys' fees. The amount of the lien, as it exists from time to time, shall be established upon recordation of a Notice of Assessment as provided in Section 8.03, below. The lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant to such first Mortgage or first Deed of Trust and all amounts advanced pursuant to such first Mortgage or first Deed of Trust and secured by the lien in accordance with the terms of such instrument; and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Lot after the recordation of the Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 8.03 **Notices of Assessment**. To establish the amount of a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment together with the interest, fines and late charges which are accruing, the amount of the Assessment, the due date, including the amount and due date of installments if permitted, the amount remaining unpaid at the time of filing, the name of the recorded Owner of the Lot, and a legal description of the Lot. Such Notice shall be signed by the President of the Association acknowledged by a Notary Public, and recorded in the office of the Ada County Recorder. A Notice of Assessment shall be prepared and recorded at the time of the Assessment and levy thereof by the Board.

SECTION 8.04 **Notice of Satisfaction**. The Association shall prepare and record a Notice of Satisfaction with respect to all Lots upon which the lien of the Assessment has been paid in full within fifteen (15) days of the date paid. When through sale or other litigation all sums secured by the lien have been paid, then a further notice stating the satisfaction of any such lien shall be executed by the President of the Association and recorded in Ada County, Idaho. The failure of the Association to prepare and record a Notice of Satisfaction shall not subject the Association to any claim or liability of any kind or in any way affect the right of the Association to levy future Assessments.

SECTION 8.05 **Enforcement**. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessments herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use, and otherwise deal with and in the Lot as the Owner thereof.

SECTION 8.06 **Notice Required**. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessments, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States Mail, certified or registered mail, postage prepaid, addressed to the Owner of the Lot described in such notice. The notice shall specify the amount and due date of the unpaid Assessment, or installment thereof, and the legal description of the Lot.

SECTION 8.07 **Reporting**. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 8.06, above. The duty to give such notice shall arise only after the Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

(a) The name and address of the Mortgagee;

(b) A legal description of the Lot subject to the lien of the Mortgage, by Lot, Block and Subdivision;

(c) The name and address of the Owner;

(d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number;

(e) The maturity date of the obligation secured by the Mortgage lien;

(f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;

(g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of $50.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 8.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 8.08 **Term of Assessment**. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, any Assessment levied under this Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of the Assessment, or (ii) the date the last installment is due and payable as specified in the Notice of Assessment.

SECTION 8.09 Nonexclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE IX.
BOOKS AND RECORDS

SECTION 9.01 **Right for Inspection**. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his or her duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a Member in the Association or at such other place and time as the Board shall prescribe.

SECTION 9.02 **Rules for Inspection**. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by the persons desiring to make an inspection or copy the records; (ii) hours and days of the week when such inspection and copying may be made; and (iii) payment of the cost of reproducing copies of documents requested pursuant to this Article.

SECTION 9.03 **Directors Right of Inspection**. Every member of the Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of any book, record or document.

ARTICLE X.
ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01 Architectural Control Committee. The Architectural Control Committee (ACC) shall consist of three (3) or more members. The members shall be appointed by the Board and shall report to the Board. A Board member shall be permitted to be appointed to the ACC by the Board. A member of the ACC shall hold office for a term of 3 years or until he or she has resigned or has been removed by the Board. Members of the ACC may be removed at any time by the Board, with or without cause. A change in the membership of the ACC shall not require an amendment of this Declaration or the recording of any instrument.

SECTION 10.02 Meetings of ACC. The ACC shall meet from time to time as necessary to perform its duties. The ACC shall have the right by resolution, unanimously adopted and reduced to writing, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC except the granting of variances. Variances shall only be granted by the Board. In the absence of such designation, the written consent of any two (2) members of the ACC approving the decision shall constitute an act of the ACC.

SECTION 10.03 Reimbursement of Expenses. The members of the ACC shall be entitled to reimbursement for expenses incurred by them in the performance of their duties.

SECTION 10.04 Non-liability. Neither the ACC nor any member of the ACC shall be liable to the Association, any Owner, or any other person, for any loss, damage or injury arising out of or connected with the performance by the ACC and its members of their duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the ACC, any member thereof or the Association or any officers, director or agent thereof to recover such damages.

SECTION 10.05 Architectural Control Standards. The Board shall have the power to promulgate Architectural Control Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within Riverside Village deemed necessary or desirable by the Board to carry out the purposes of this Declaration.

All Architectural Control Standards and ACC Rules shall be consistent with the provisions of this Declaration and shall be adopted by a majority of the members of the Board.

SECTION 10.06 Approval Required. No construction, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within Riverside Village without the prior express written approval of the ACC.

SECTION 10.07 Responsibility. The ACC shall have the responsibility to approve or disapprove each Application to construct, alter, modify, remove or destroy any Improvement. The ACC can approve any Application that specifically falls within the permissible limits allowed by this Declaration or the Architectural Control Standards. Any Application that does not clearly fall within the permissible limits of this Declaration or the Architectural Control Standards must be denied by the ACC. The ACC shall also have the responsibility for supervising the design, construction, modification, alteration, removal, destruction, and maintenance of all Improvements constructed, installed or placed on

Lots in Riverside Village so that the requirements of this Declaration and the Architectural Control Standards will be observed.

SECTION 10.08 Application. To request ACC or Board approval for the construction, alteration, modification, removal or destruction of any Improvements within Riverside Village, the Owner shall submit a written Application in a form required by the Board which must be signed by the Owner and contain all information requested and be accompanied by all other material specified below.

All Applications for architectural approval must contain, or have submitted, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards:

(a) Application form. (Application for Architectural Approval)

(b) Site (Plot) plan showing the location of the Building(s) and all other structures and Improvements including fences and walls, on the Lot, Lot drainage, and all setbacks, driveways and other pertinent information relating to the Improvements.

(c) Building plan which shall consist of preliminary or final blue prints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC or the Board, all exterior colors, materials and finishes, including roof, to be used.

(d) Landscape plan for the front and side yards (including the yard adjacent to or visible from Riverside Drive) which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways and walkways.

(e) Garden City Building Permits, if required.

The ACC or the Board may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples, or such other information as the ACC or the Board, in their sole discretion, shall deem necessary or convenient to assist in reviewing and processing the Application.

SECTION 10.09 Decision. In reviewing the Application and the materials submitted, and in reaching a decision, the ACC or the Board shall use its best efforts and judgment to assure that all Improvements on Lots within the same cul-de-sac or cluster shall be complementary and harmonious in design, quality, materials and color so that the Improvements in each cul-de-sac shall be maintained in accordance with a common design theme and level of quality and that all Improvements constructed or installed shall produce and contribute to an orderly and aesthetically complementary design and appearance.

Unless extended by mutual consent of the Owner and the ACC or the Board, the ACC shall render its decision on an Application within fifteen (15) days of the receipt of a properly submitted Application. The decision of the ACC can be in the form of an approval, a conditional approval, or denial. The decision of the ACC shall be in writing, signed by two (2) members of the ACC, dated, and a copy mailed to the Owner at the address shown on the Application and provided to the Board.

The ACC can approve any Application for Architectural Approval that specifically falls within the permissible Improvements allowed by this Declaration or the Architectural Control Standards.

The ACC must deny any Application for Architectural Approval that is not permissible by this Declaration or the Architectural Control Standards or that, in the opinion of the ACC, has a substantial negative effect on other home owners' separate interests. Denials will be accompanied by an explanation for the denial. Denials can be appealed to the Board for a Variance as described in Section 10.14.

SECTION 10.10 Variances. The Board may authorize Variances from compliance with the requirements of any conditions, restrictions, or requirements contained in this Declaration and the

Architectural Control Standards, including, but not limited to, restrictions on height, size, floor area, construction cost or placement of structures, or similar restrictions when, in the sole discretion of the Board, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such Variances must be in writing and signed by the President and Secretary of the Association.

If a Variance is granted as provided herein, no violation of this Declaration or the Architectural Control Standards shall be deemed to have occurred with respect to the matter for which the Variance was granted. The granting of such a Variance shall not waive any of the terms and provisions of this Declaration or the Architectural Control Standards for any purpose except as to the particular subject matter of the Variance and the specific Lot covered.

The Board shall have the right to consider and grant a Variance as herein provided either with or without notice to other Owners or a hearing of other Owners.

SECTION 10.11 Board Override of ACC Decisions. The Board can override any ACC decision if, in the sole judgment of the Board, the ACC has acted outside of the limits of this Declaration or the Architectural Control Standards.

SECTION 10.12 Inspection and Complaints. The ACC and the Board are empowered to inspect all work in progress on any Lot within Riverside Village at any time. Such inspection shall be to determine whether the Owner is proceeding in accordance with the approved Application or is deviating or is violating this Declaration, the Architectural Control Standards or the approved plans and specifications.

The ACC and the Board are empowered to receive from other Owners complaints involving deviations from approved applications or violations of this Declaration and the Architectural Control Standards. In the event the ACC or the Board receives such a complaint from another Owner, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC or the Board determine that there has been a deviation or a violation it shall immediately issue a notice in writing to the Owner. The notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

(a) The Owner shall immediately cease the activity objected to by the ACC or the Board.

(b) The Owner shall adhere to the corrective measures set forth in the written notice.

SECTION 10.13 Hearing on Notice by Board. An Owner served with a written notice of deviation or violation from the Board shall have the right to request and be heard at a hearing held by the Board for the purpose of presenting facts and information. The hearing must be requested by the Owner within ten (10) days from the date the written notice of violation is mailed as evidenced by the records of the Board. The hearing shall be held within ten (10) days following receipt by the Board of the request for a hearing, unless the Board shall extend the period of time because of the unavailability of Board members. Upon completion of the hearing, the Board shall issue a written opinion to the Owner within five (5) business days. The opinion shall set forth the findings of the Board with respect to the alleged deviations or violations and shall affirm, modify or rescind its directives with respect to restraint and correction as contained in the original written notice of the deviation or violation. A decision of the Board shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.14 Hearing on Appeal to Board for a Variance. After a hearing before the ACC, an Owner shall have the right to appeal to the Board a decision of the ACC that denies an Application.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. The notice of appeal shall be dated and shall contain the name of the Owner and a copy of the written decision or determination of the ACC.

The Board shall fix a date for the hearing of an appeal from a decision of the ACC. The date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members.

The Owner shall be advised of the time and place of the hearing by written notice mailed to the Owner. Written notice of the time and place for hearing shall also be served by mail upon each member of the ACC if the hearing is on an appeal from the ACC.

The Board may require the Owner to provide additional information to facilitate the Board's decision. The failure of the Owner to comply with such a request shall result in the denial of the Owner's appeal in which event the decision by the ACC or the Board shall be considered final and not subject to further appeal.

At the hearing, the Owner and the ACC, together with their representatives and other witnesses, shall present their positions to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board. However, the Owner and all participants shall have the opportunity to question witnesses presented by the other party. All participants will have the opportunity to present final argument consistent with rules adopted by the Board for such hearings.

Upon hearing all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner and all participants shall be given written notice of the decision, which shall be deemed given when deposited in United States Mail, postage prepaid, and properly addressed.

A decision of the Board shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.15 Enforcement. The Board shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition within Riverside Village, the continuation of which violates the provisions of this Declaration, the Architectural Control Standards or the approved plans and specifications.

The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner. Thereafter the Board shall have the sole discretion to commence such proceedings.

The authority of the Board shall include the power to retain legal counsel and pay filing fees, deposition costs, witness fees, and all other ordinary and necessary expenses incurred in commencing and carrying out legal or equitable proceedings.

In the event the Association shall prevail in any such legal or equitable proceedings and appeals, all costs and expenses incurred in connection therewith including, but not limited to attorneys' fees, shall be reimbursed to the Association by the Owner against whom the proceedings are filed and upon the failure of the Owner to reimburse the Association within five (5) days after written demand is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot within Riverside Village owned by the Owner which Assessment shall be equal to the costs and

expenses incurred plus any additional costs and expenses incurred in levying the Assessment. The Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay the assessment, or any installment, when due shall be enforceable in the manner provided in Article VIII, above.

SECTION 10.16 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same, shall be assessed as a Limited Assessment against the Owner and the Lot owned by the Owner. The Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article VIII, above.

SECTION 10.17 Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.15 and 10.16, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of the Limited Assessment(s), proceed to collect any amounts due directly from the Owner and/or pursue any other remedies available at law or in equity.

ARTICLE XI.
ANNEXATION OF OTHER PROPERTY

SECTION 11.01 Annexation. The Board shall have the right to annex additional property to Riverside Village upon the approval by vote or written consent of Owners owning at lest fifty-one percent (51%) of the Lots within Riverside Village.

ARTICLE XII.
FLOOD PROTECTION SYSTEM

The following provisions relate to and concern all Lots, tracts or parcels within Riverside Village which are located, in whole or in part, within the Boise River Floodway as may be established and determined from time to time by the City of Garden City, the State of Idaho, and/or the U.S. Army Corps of Engineers. Unless expressly provided to the contrary herein, the following provisions shall not apply to any Lot, parcel or tract within Riverside Village located totally outside of the established boundary of the Boise River Floodway.

SECTION 12.01 Structures. As used in this Article, "structures" shall mean a house, building, outbuilding, garage, carport, or other similar improvements constructed above the grade level of the Lot and designed and intended for occupancy by persons or the storage of vehicles, equipment and similar property; but shall exclude improvements such as patios, swimming pools, roads, driveways, sidewalks and walkways, parking areas, landscaping, plantings, poles, signs and similar improvements constructed, placed or installed upon a Lot.

SECTION 12.02 Approval of Structures. Any structure constructed, placed or installed upon a Lot shall be outside of the Boise River Floodway unless specific approval of the location of said structure is obtained by the Owner from the Garden City Engineer.

SECTION 12.03 Elevation. All structures constructed, placed or installed on Lots within Riverside Village must be elevated so that the lowest floor, including the basement, of said structure is a minimum of one (1) foot above the established natural one hundred (100) year flood elevation.

SECTION 12.04 Design and Approval. Any Improvements, except ground cover type landscaping, located within the Boise River Floodway shall be designated by a licensed engineer and approved by the Garden City Engineer prior to construction or installation on a Lot.

SECTION 12.05 Flood Protection System. No Owner shall grade, change, or re-construct any portion of the constructed Flood Protection System located on a Lot, it being understood that the integrity of the approved Flood Protection System must, at all times, be preserved and maintained for the safety and protection of all Lots, Owners and occupants within Riverside Village.

SECTION 12.06 Improvements in Proximity to Flood Protection System. All plans and specifications for any Improvements to be constructed, placed or installed within one hundred (100) feet of any constructed Flood Protection System are to be approved by the Garden City Engineer, in addition to the approval required by the ACC or Board as provided in Article X, above, to ensure that the constructed Food Protection System functions as designed, approved and constructed.

SECTION 12.07 Right of Inspection and Enforcement. Each Owner and all persons residing on a Lot in Riverside Village, by accepting a deed to the Lot, consent to the entry upon the Lot from time to time by officials and employees of Garden City, Idaho, and their designees, for the purpose of inspecting the constructed Flood Protection System, and the enforcement by Garden City, Idaho, and its designees, of the provisions of this Article XII and the easements described in Section 4.08(g) and (h), above, including the restrictions relating thereto.

ARTICLE XIII.
PROTECTION OF MORTGAGEES

SECTION 13.01 Purpose. Notwithstanding any and all provisions of this Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA), and the Veterans Administration (VA) to participate in the financing of the purchase of Lots within Riverside Village, the provisions of this Article are added hereto. To the extent the following sections of this Article conflict with any other provisions of this Declaration, this Article shall control.

SECTION 13.02 Restriction on Amendments. No amendment of this Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Declaration, as amended.

SECTION 13.03 Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA and VA, as described in Section 13.01, above.

SECTION 13.04 Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 8.07, above, is entitled to written notice from the Association of any default by the Owner of the Lot encumbered by the Mortgage held by the Mortgagee in the performance of such Owner's obligations under this Declaration, the Articles or the By-Laws of the Association (hereafter collectively referred to as "Project Documents") which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 13.05 Exemption From Right of First Refusal. Every Mortgagee encumbering a Lot which obtains title to a Lot by foreclosure or otherwise, shall be exempt from any "right of first refusal" in favor of the Association.

SECTION 13.06 Exemption from Prior Assessments. Each Mortgagee which comes into possession of a Lot by virtue of foreclosure or otherwise, shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot, which accrue prior to the time such Mortgagee comes into possession, except for claims for a share of such assessments or charges resulting from a re-allocation thereof to all Lots including the mortgaged Lot.

SECTION 13.07 Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within Riverside Village, neither the Association nor the Owners shall:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or the recreational facilities thereon which are owned, directly or indirectly, by the Association provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Association, or the transfer of the Common Areas or the recreational facilities located thereon to an unincorporated association of the Owners in accordance with the Articles of the Association shall not be deemed a transfer within the meaning of this Section.

(b) Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 13.08 Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within Riverside Village, neither the Association nor the Owners shall:

(a) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Improvements on Lots within Riverside Village, the exterior maintenance of the Improvements, or the maintenance and upkeep of landscaping within Riverside Village.

(b) Fail to maintain fire and extended coverage insurance on insurable Improvements within the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(c) Use hazard insurance proceeds for losses occurring within the Common Areas for any purpose other than the repair, replacement or reconstruction thereof.

(d) Abandon or terminate the covenants, conditions, restrictions, and easements of this Declaration.

(e) Make any material amendment to this Master Declaration or to the Articles or By-Laws of the Association.

(f) Terminate professional management of Riverside Village and assume self-management.

SECTION 13.09 Right to Inspect Books, Etc. Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financial reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 13.10 Notification of Damage. Upon the Board receiving notice of any damage to the Common Area or the recreational facilities located thereon, or any Lot where the cost of repair, replacement, or reconstruction exceeds ten thousand dollars ($10,000) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of Riverside Village, the Board shall give to each Mortgagee who has filed with the Board a written request for notice prompt written notice of said damage or condemnation.

SECTION 13.11 Right to Pay Charges. Mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies covering said Common Area. Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

SECTION 13.12 Professional Management. The Board shall contract for professional management of Riverside Village with a bonded professional manager. The agreement between the Association and the manager shall provide that the management contract may be terminated with or without cause on not more than thirty (30) days written notice and the term of any such contract shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

SECTION 13.13 Fidelity Bond Required. The Board shall secure and maintain in force at all times a fidelity bond for any person or entity handling funds of the Association including, but not limited to, the professional manager and employees thereof.

SECTION 13.14 Lessee's Obligations. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of this Declaration and the Architectural Control Standards. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of this Declaration and Architectural Control Standards shall be a default under the leasing or rental agreement.

SECTION 13.15 Liability for Taxes. All taxes levied and assessed on the Common Areas must be assessable against those Common Areas only and the Association shall be solely responsible for the payment thereof.

SECTION 13.16 Waiver of Liability and Subrogation. Any provision in this Declaration which requires Owners to indemnify the Association, the Board, or other Owners against acts of the indemnitor is subject to the exception that if the liability, damage, or injury is covered by any type of insurance and proceeds are actually paid to the insured, the indemnitor is relieved of liability to the extent of insurance proceeds paid.

SECTION 13.17 FNMA and GNMA Insurance Requirements. Notwithstanding any other provision contained in this Declaration, the Association shall continuously maintain in effect such casualty, flood and liability insurance, and a fidelity bond, meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within Riverside Village, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 13.18 Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA or VA, or any similar entity, to allow for the purchase, guaranty or insurance by such mortgage entities encumbering Lots that have Improvements. Each Owner agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sellers of their Lots, if such agencies approve Riverside Village as a qualifying subdivision under applicable policies, rules, and regulations, as adopted from time to time.

SECTION 13.19 Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consents thereto.

SECTION 13.20 Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, guarantees or insures a mortgage on a Lot within Riverside Village and then only to the extent they are required by the purchaser, guarantor, or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition of approval of Riverside Village as a qualifying subdivision, the inclusion of one or more of the provisions of this Article, the non-required provisions shall be of no further effect.

ARTICLE XIV.
MISCELLANEOUS

SECTION 14.01 Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2045, unless amended as hereafter provided. After December 31, 2045, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless extinguished by written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder.

SECTION 14.02 Amendment. Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Association certifying that such amendment has been approved by a vote or written consent of Owners owning at least fifty-one percent (51%) of the Lots within Riverside Village, and such amendment shall be effective upon its recordation with the Ada County Recorder.

SECTION 14.03 Sewer Covenants. The following covenants shall run with each Lot in Riverside Village and any portion of the Common Area affected, and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

(a) No Lot or other property, including Common Area, may be used or occupied for residential or other purposes unless the same is connected to the public sewage collection system constructed and installed within Riverside Village.

(b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements and the connection to the public sewage collection system. The sewer hook-up fees shall be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction.

(c) A monthly sewage charge shall be paid to the municipal entity having jurisdiction, or its designee, after connection to the public sewage collection system in accordance with the ordinances and regulations of the municipal entity.

(d) All sewer service lines connected to the sewage collection system constructed and installed in Riverside Village shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction to assure a minimum of infiltration from the service line into the sewage collection system.

(e) Each Owner of a Lot within Riverside Village authorizes the municipal entity having jurisdiction or its designee to bring any action it deems necessary to collect any fees or charges due the municipal entity for sewer service connection or monthly sewer charges and/or to otherwise enforce the obligations concerning the connection to the public sewage collection system or use thereof as provided in this Section.

SECTION 14.04 Non-Waiver. The failure of the Board or any Lot Owner to insist upon the strict performance of this Declaration or failure to exercise any right or option contained herein, or failure to serve any notice or failure to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 14.05 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot by accepting a deed, contract of sale or

agreement or option accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions in this Declaration and agrees to be bound by them.

SECTION 14.06 Indemnification of Board Members. Each member of the Board shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which the Board member may be a part, or in which the Board member may become involved, by reason of being or having been a member of the Board or any settlement thereof, whether or not the person is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein the Board member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association or Owners.

SECTION 14.07 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally, by mail or by e-mail. If delivery is made by U.S. Mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the U.S. Mail, postage prepaid and properly addressed.

SECTION 14.08 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Riverside Village and shall be construed and governed by the laws of the State of Idaho.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 14.09 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Association has executed this Master Declaration as of the 10th day of November, 2007.

RIVERSIDE VILLAGE HOME OWNERS ASSOCIATION, INC.

Rod Bulcher, President

Jeanne Barker, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of November 2007, before me, the undersigned Notary Public in and for said State, personally appeared **ROD BULCHER** and **JEANNE BARKER**, known or identified to me to be the President and Secretary, respectively, of Riverside Village Home Owners Association, Inc., the corporation that executed the within instrument and the persons who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for State of Idaho
Residing at Boise, Idaho
My Commission Expires: 7/15/2010

WILLIAM J. EVANS, JR.
Notary Public
State of Idaho

Index of Exhibits

Exhibit	Brief Description	Pages
A	Sanders Deed	1
B	Lorensen Deed	1
C	Garden City Deed (Greenbelt)	3
D	Sanders Assessment	1
E	Lorensen Assessment	1
F	Garden City Assessment	1
G	Sanders Assessor's Map	1
H	Sanders aerial overlay Assessors Map	1
I	Lorensen Assessor's Map	1
J	Lorensen aerial overlay Assessors Map	1
K	Blow-up of plat showing pedestrian easement	1
L	Plat of Riverside Village No 3	3
M	Covenants prior to plat 8123410	72
N	Supplemental Covenants 8145513	9
O	Supplemental Covenants 8626046	3
P	Amendment to Covenants 103039822	8
Q	Restated Covenants 107153537	49

June 20, 2016

City Officials and Staff:

Please see the attached Planning Submittal Form, modified to show the action requested to be:

Vacation of Easement (Confirmation of Non Interest).

Briefly, we (Carol A. Sanders and Holly and Glen Lorensen) are requesting Garden City vacate any interest the City might claim in the 10 foot wide Pedestrian Easement shown on the Plat (Exhibits K and L) between Lots 53 and 54, Block 2 of Riverside Village Subdivision No. 3.

While the Plat is silent as to whose use and benefit the easement resides, the Covenants, which were recorded prior to the plat, clearly state the use and benefit of said easement resides in Riverside Village Home Owners Association, Inc, aka Riverside Village Association, Inc. Please see article 4.08 (b) of the covenants, which are attached as (Exhibit M). It is the 15th page of the Exhibit, labeled "8". We believe the developer, having previously recorded the covenants, knew they had previously stated the Pedestrian Easement's use and benefit resided in the Association and therefore did not need to make further recitation on the plat.

We, the Lorensen's, have resided at 4812 Lakes Edge Place continuously since 1986, and, to our best knowledge, the City has never claimed an interest in the Pedestrian Easement. However, because the Plat is silent and to clarify the public record, we are requesting Garden City vacate the Pedestrian easement or in some fashion confirm they have no interest.

Regardless of the ultimate vehicle or language used, we are looking for Garden City to confirm it has no interest in the pedestrian easement.

Also, we have attached (Exhibit C), the Deed from the State of Idaho to Garden City for the Greenbelt Parcel adjacent, which is shown on the maps, (Exhibits G, H, I and J). This deed does not mention the easement in question.

We have attached 17 exhibits total, labeled A through Q to better help you identify the parties, the properties, the easement and determine the facts.

Also, please see the attached Index of Exhibits which we hope will assist you.

Thank you for your consideration,

Glen Lorensen

Holly Lorensen

Holly Lorensen

Carol A. Sanders

Carol A. Sanders

PLANNING SUBMITTAL FORM

Permit info: _____

Application Date: _____ Rec'd by: _____

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714▪208.472.2921(tel.)
208.472.2926 (FAX) ▪ www.gardencityidaho.govoffice.com

APPLICANT	PROPERTY OWNER
Name: Holly & Glen Lorensen	Name: Holly & Glen Lorensen
Company:	Company:
Address: 4812 Lakes Edge Place	Address: "
City: Garden City	City: Garden City
State: Idaho Zip: 83714	State: Idaho Zip: 83714
Tel.: 208-853-3634	Tel.: 208-853-3634
FAX:	FAX:
E-mail:	E-mail:

ACTION REQUESTED (check all that apply)

ALL BLUEPRINTS MUST BE FOLDED INTO 8 1/2" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER

- ☐ Appeal
- ☐ Lot Line Adjustment
- ☐ City Code Text Amendment
- ☐ Sign Permit
- ☐ Specific Area Plan
- ☐ Comprehensive Plan Amendment
- ☐ Conditional (special) Use Permit
- ☐ Temporary Use Permit
- ☐ Design Review
- ☐ Final Plat
- ☐ Flood Plain Dev
- ☐ Variance
- ☐ MFH Installation
- ☐ Minor Land Division
- ☐ Ability to Serve-CUP, DSR or SUB if applicable
- ☐ Preliminary Plat
- ☐ Preliminary PUD
- ☐ Re-zone
- ☐ Zoning Certificate
- ☐ MFH Removal
- ☐ Minor PUD
- ☒ Vacation of Easement (Confirmation of Non interest)

PROPERTY INFORMATION

Site address: 4812 Lakes Edge Place Garden City, Id 83714

Subdivision Name: Riverside Village No. 3	Lot: 53	Block: 2
Tax Parcel Number: R7476280340	Zoning: R-2	Total Acres: 0.170
~~Proposed~~ Use: Residence	Floodplain: yes no	

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

6-20-2016 6-20-16

signature of the applicant (date) signature of the owner (date)

Holly Lorensen 6-20-16 Holly Lorensen 6-20-16

PLANNING SUBMITTAL FORM

Permit info: _____

Application Date: _____ Rec'd by: _____

FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714▪208.472.2921(tel.)
208.472.2926 (FAX) ▪ www.gardencityidaho.govoffice.com

APPLICANT	PROPERTY OWNER
Name: Carol A. Sanders	Name: Carol A. Sanders
Company:	Company:
Address: 4810 Lakes Edge Place	Address: "
City: Garden City	City: Garden City
State: Idaho Zip: 83714	State: Idaho Zip: 83714
Tel.:	Tel.:
FAX:	FAX:
E-mail:	E-mail:

ACTION REQUESTED (check all that apply)

ALL BLUEPRINTS MUST BE FOLDED INTO 8 1/2" X 11" SIZE WITH THE TITLE BLOCK/PANEL FACE UP SO AS TO FIT WITHIN A LEGAL SIZE FILE FOLDER

- ☐ Appeal
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- ☐ MFH Removal
- ☐ Minor PUD
- ☒ Vacation of Easement (Confirmation of Non interest)

PROPERTY INFORMATION

Site address: 4810 Lakes Edge Place, Garden City, Id 83714

Subdivision Name: Riverside Village No 3	Lot: 54	Block: 2
Tax Parcel Number: R7476280350	Zoning: R-2	Total Acres: 0.170
~~Proposed~~ Use: Residence	Floodplain: (yes) no	

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.

Carol A Sanders 6/20/16 Carol A Sanders 6/20/16

signature of the applicant (date) signature of the owner (date)