



105006192

PLAT RECORDING SHEET

INSTRUMENT NO. 105006192

BOOK 91

PAGE 10642

thru 10643

SURVEYOR ROY B JOHNSON

SUBDIVISION NAME PRINCETON PLACE SUB NO 1

OWNERS STACI PHILLIPS SMITH

AT THE REQUEST OF ROY B JOHNSON

COMMENTS SEC 3 T3N R1E

BR 91 p 10443

PRINCETON PLACE SUBDIVISION NO. 1

A PORTION OF SECTION 3, T.3N., R.1 E., BOISE MERIDIAN,
BOISE CITY, ADA COUNTY, IDAHO
- ADJACENT TO BRIDGEWAY 2005 -

CERTIFICATE OF ENGINEER/LAND SURVEYOR

I, ROY B. JOHNSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER/LAND SURVEYOR LICENSED BY THE STATE OF IDAHO. THE INSTRUMENT DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND AND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



ROY B. JOHNSON
E/LS 42824

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT
SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER OF APPROVAL ON FILE WITH THE ADA COUNTY RECORDER OR HIS AGENT.

9-29-04
Machelle P. Pomeroy
HEALTH OFFICER

ADA COUNTY HIGHWAY DISTRICT ACCEPTANCE
THIS PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 26th DAY OF OCTOBER, 2004.



JOHN E. FISHER
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL
I, THE UNDERSIGNED CITY CLERK, IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON 9 OF DECEMBER, A.D. 2004, THIS PLAT OF PRINCETON PLACE SUBDIVISION NO. 1 WAS ACCEPTED AND APPROVED.

12-5-04
Machelle P. Pomeroy
CITY CLERK



APPROVAL OF CITY ENGINEER
I, THE UNDERSIGNED CITY ENGINEER FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT.

12/14/04
Linda Fisher
CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT, AND IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

John E. Fisher 11/19/05
ADA COUNTY SURVEYOR PALS 3030

CERTIFICATE OF COUNTY TREASURER

I, LINDA FISHER, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY PLATTED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Linda Fisher by
Naw-Branz, Deputy
ADA COUNTY TREASURER
11/14/05



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
COUNTY OF ADA }

INSTRUMENT NO. 105086193

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF AT 44 MINUTES PAST 9 O'CLOCK A.M. THIS DAY OF JANUARY, 2005, AND WAS DULY RECORDED IN BOOK 91 OF PLATS AT PAGE 10443 AND 10443.

BY DEPUTY M. Smith Fee \$ 71.00 OFFICIAL RECORDER
105086193

CERTIFICATE OF OWNERS

I, THE UNDERSIGNED, THAT CITY DEVELOPMENT INC. THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT I INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THE PRINCETON PLACE SUBDIVISION NO. 1 PLAT, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, T. 3 N., R. 1 E., BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, THENCE ALONG THE NORTH LINE OF PINE MEADOWS AND BRYSON SUBDIVISIONS S. 89°51'52" E. 1399.19 FEET (THE BASIS OF BEARINGS IS THE LINE BETWEEN THE WEST 1/4 CORNER OF SECTION 3, T. 4 N., R. 1 E., B.M. AND THE WEST 1/4 CORNER OF THE NW 1/4 OF SAID SECTION 3 WHICH BEARS N. 079°31' E. 1327.12 FEET) TO THE POINT OF BEGINNING; THENCE S. 89°51'52" E. 481.89 FEET; THENCE N. 07°15'37" E. 103.11 FEET; THENCE S. 89°51'52" E. 1081.72 FEET TO A POINT ON THE EAST RIGHT OF WAY OF N. PENNY ROYAL AVE., THENCE ALONG SAID RIGHT OF WAY 1003.34' W. 45.00 FEET, THENCE LEAVING SAID RIGHT OF WAY S. 89°28'26" E. 100.00 FEET TO A POINT ON THE WEST BOUNDARY OF US'LUCK TOWNSHIRE, THENCE ALONG SAID LINE S. 07°20'34" W. 307.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF W. TARIFF STREET, THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE RADIUS IS 250.00 FEET, WHOSE LENGTH IS 86.43 FEET, WHOSE CENTRAL ANGLE IS 90°01'50" AND WHOSE LONG CHORD BEARS S. 44°39'42" E. 77.80 FEET, THENCE N. 89°51'52" W. 45.60 FEET TO A POINT ON THE CENTER OF SAID SECTION, THENCE N. 89°51'52" W. 1261.15 FEET ALONG THE NORTH BOUNDARY OF BRYSON SUBDIVISION TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14.54 ACRES.

ALL OF THE LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM UNITED WATER (IDAHO) AND UNITED WATER (IDAHO) HAS AGREED IN WRITING TO PROVIDE WATER TO THE SUBDIVISION. THE OWNER HAS COMPLIED WITH IDAHO CODE 50-1334 (2).

PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC. EASEMENTS ARE INDICATED BY THE BOLD TYPE, BUT THE RIGHT OF ACCESS TO, AND USE OF THESE EASEMENTS, AS REQUIRED, IS PERPETUALLY RESERVED.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS

CITY DEVELOPMENT INC.
AN IDAHO CORPORATION

Stacy Phillips Smith
PRESIDENT

ACKNOWLEDGMENTS

STATE OF IDAHO }
COUNTY OF ADA }
I, STACY PHILLIPS SMITH, PRESIDENT OF CITY DEVELOPMENT INC., DO HEREBY PUBLIC IN AND FOR SAID COUNTY AND STATE OF IDAHO, HEREBY CERTIFY THAT I HAVE SET UP THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.
YEAR FIRST ABOVE WRITTEN.



Stacy Phillips Smith
Notary Public for the State of Idaho
Residing at Eagle, Idaho
My Notary Commission Expires 2/17/17



MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PRINCETON PLACE SUBDIVISION

THIS DECLARATION is made effective on the 18th day of January 2005, by CITY DEVELOPMENT, INC., an Idaho corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property," more particularly described as follows:

PRINCETON PLACE SUBDIVISION No. 1, according to the official plat thereof, recorded January 18th, 2005, in Book 91 of Plats at Pages 10642 and 10643 as Instrument No. 105006192, records of Ada County, State of Idaho;

NOW, THEREFORE, Grantor hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof, shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any Owner or his successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE I

DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation of the Association.

1.2 "Assessments" shall mean those payments required of Owners and Association Members including Regular, Special, Limited and Enforcement Assessments of the Association as further defined in this declaration.

1.3 "Association" shall mean and refer to Princeton Place Homeowners' Association, Inc., an Idaho non-profit corporation, its successors and assigns.

1.4 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon the use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

1.5 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

1.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property, except Lots 16 and 32, Block 1; Lot 9, Block 2; Lot 1, Block 4; and Lot 1, Block 5.

1.8 "Bylaws" shall mean the bylaws of the Association.

1.9 "Committee" shall mean the Architectural Committee described in Article V hereof.

1.10 "Common Area" shall mean all real property (including all the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

The Common Area in Princeton Place Subdivision is to be owned and maintained by the Association at the time of conveyance of the first Lot is described as follows: Lots 16 and 32, Block 1; Lot 9, Block 2; Lot 1, Block 4; and Lot 1, Block 5 are Common Area lots reserved for the Association for Subdivision amenities as needed.

1.11 "Declaration" or "Supplemental Declaration" shall refer to this declaration as hereafter amended and supplemented from time to time.

1.12 "Declarant" shall mean and refer to **CITY DEVELOPMENT, INC.**, an Idaho corporation, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant assigns and transfers to such transferee the Declarant's rights with respect to such Lots.

1.13 "Grantor" shall mean and refer to the Declarant.

1.14 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any

portion of the Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

1.15 "Lot" shall mean and refer to a Building Lot, except Lots 16 and 32, Block 1; Lot 9, Block 2; Lot 1, Block 4; and Lot 1, Block 5.

1.16 "Member" shall mean each person or entity holding a membership in the Association.

1.17 "Mortgage" shall mean and refer to any mortgage or deed to trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.18 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 "Plat" shall mean the recorded Plat of PRINCETON PLACE SUBDIVISION and the recorded Plat of any other Properties annexed hereto.

1.20 "'Properties" or "Property" shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.

1.21 "Set Back" means the minimum distance established by law between the dwelling unit or other structure referred to and a given street, road or Lot line.

1.22 "Unit" shall mean one residence, which shall be situated upon a Lot.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the subdivision; and further provided that such business does not employ any person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. The prohibition of use of any Lot or any

structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot.

2.1.1 Size Limitations. All units shall have not less than 1,300 square feet of interior floor area exclusive of porches and garages.

2.1.2 Garages. Each Unit constructed with the Property shall include at least a two (2) car, enclosed garage, which is an integral part of the Unit structure.

2.1.3 Storage Buildings. No outbuilding shall be constructed, erected or placed until the same has been approved by the Architectural Committee as to size, location and exterior design. It is Declarant's intent that the design of any outbuilding which the Architectural Committee may approve must be consistent with the dwelling unit existing or to be constructed on the said Lot and the placement of any outbuildings be located to minimize potential negative aesthetic impact on adjoining property and the subdivision. No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of the Properties. No outside storage building may be constructed to be larger than 8' x 10' nor taller than 8' without approval of the Architectural Committee and any applicable government authority with jurisdiction over same. All outbuildings, regardless of size, must be approved in writing by the Architectural Committee and any applicable government authority with jurisdiction over same.

2.1.4 Roofing Material. The roof of each Unit may be constructed of asphalt shingles, or such other material as may be approved by the Architectural Committee in writing.

2.2 Architectural Control. No improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, exterior color and materials, physical or artistic conformity to the terrain and the other improvements on the Property which the Architectural Committee, in their reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout of design of buildings except to the extent incidentally necessitated by use and size requirements.

2.3 Exterior Maintenance: Owner's Obligations. No improvements, including mail boxes and landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any improvement, including trees and 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, or damage to Property or facilities on

or adjoining their Lot which would otherwise be the Associations' responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses including attorneys fees 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If after ninety (90) days of the repair, restoration or reconstruction of such damaged or destroyed improvements have not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon Owners Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association, a lien shall be applied to the Lot.

2.4 Improvements Location. No improvements shall be constructed in violation of set-back requirements established by law, or by this Declaration as set forth on the recorded plat of the Subdivision.

2.5 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.6 Temporary Structures. No improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.7 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales period. Political signs no more than 2x2 may be displayed for a period up to one month before Election Day.

2.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

2.9 Livestock and Poultry. No animals, livestock, swine, pot-bellied pigs, or poultry of any

kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all city, and county laws, rules and regulations.

2.10 Garbage and Refuse Disposal. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the Property except trash kept and maintained with the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition.

2.11 Water Supply. No individual domestic water supply system shall be permitted on any Lot.

2.12 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot. All Lots shall be subject to all sewer requirements and charges of the City of Boise, including the following:

2.12.1 Each Owner shall submit to inspection by the Department of Public Works, the Building Department, or other Department whenever a subdivided Lot is to be connected to the sewage system constructed and installed on and within its Property.

2.12.2 The Declarant of this subdivision, or Lot or Lots therein, shall and hereby does transfer and assign to, and vest in the City of Boise the right and power to bring all actions against the Owner of Lots hereby conveyed or part thereof for the collection of any charges herein stated.

2.12.3 A monthly sewer charge must be paid after connecting to the Boise City public sewer system, according to the ordinances and laws of Boise City.

2.13 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fences must at all times be in compliance with Boise City and Ada County Highway District laws, rules and regulations.

2.14 Declarant's Right. Declarant reserves the right to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

2.15 Boats, Campers, and Other Vehicles. No boats, trailers, tractors, recreational vehicles, (i.e., any trailers, campers, motor homes, automobile campers or similar vehicle or equipment), ATVs, off-road vehicles, dilapidated, unrepaired or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing,

by the Architectural Committee.

2.16 Bathrooms. All bathrooms, sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the sewer system.

2.17 Antennae. No television antennae, satellite receivers, or radio aerials shall be installed on the Property, with a diameter larger than 24". Antennae with 24" diameter or less must have ACC approval as to location on premises.

2.18 Hazardous Activities. No activity shall be conducted on or in any Unit or Lot, which is or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property; no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or with a safe and well-designed interior fireplace, except such controlled and attended fires required for clearing or maintenance of land.

2.19 Unightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. Including but without limitation, no lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrape or other similar material or articles, tools, equipment, machinery, lawnmowers, riding mowers, or exercise equipment shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, at all points within the Property.

2.20 Light, Sound - General. No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot, which is unreasonably loud, or annoying, and no odors shall be emitted on any property, which are noxious or offensive to others.

2.21 Construction. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.22 Re-Construction. In any case where it is necessary to reconstruct a Unit said re-construction shall be prosecuted diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, unless prevented by causes beyond control and only for such time that such causes continue.

2.23 Maintenance and Repair. In the event the improvements on any Lot shall suffer damage, destruction or disrepair from any cause, the Owner thereof shall undertake the repair, restoration and reconstruction thereof within ninety (90) days of such damage or destruction.

2.24 Fences. All fences must comply with all applicable Boise City Code and Ada County Highway District provisions and regulations, and must be approved in writing by the Architectural Committee in accordance with the procedures and provisions of section 2.2 above. Within thirty (30) days after completion of construction of a residential dwelling unit on any Lot, the Owner of said Lot shall install wing fences on both sides of the dwelling extending from each front corner of the dwelling to the side lot line. At least one (1) of such wing fences on either side of the dwelling shall have a gate providing access to the rear of the Lot. Wing fences must be designed and constructed of such materials to screen the view of the rear of the Lot from the street fronting the Lot. Fences installed along and parallel to any side street on a corner Lot shall be set back a minimum of eight feet (8') from the rear of the sidewalk, and shall include a landscape border, approved by the Architectural Committee, between the sidewalk and the fence. If a residential dwelling unit located on a Lot to the rear of a corner Lot fronts, or in the opinion of the Architectural Committee is likely to front, the corner Lot's side street, then the fence installed parallel to the side street on the corner Lot shall be required to taper at approximately a forty-five degree (45°) angle so that said fence meets the corner Lot's rear lot line a minimum of eighteen feet (18') set back from the rear of the sidewalk along said side street.

2.25 Dog Runs and Kennels. No dog run or kennel shall be constructed, erected or placed until the same has been approved by the Architectural Committee as to size, location and exterior design. It is Declarant's intent that the placement of any dog run or kennel be located to minimize potential negative aesthetic impact on adjoining property and the subdivision. All dog runs or kennels, regardless of size, must be approved in writing by the Architectural Committee. No dog run or kennel shall be permitted to be kept or placed within five (5) feet of a set-back line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such dog runs or kennels shall comply with all applicable laws and rules.

2.26 Plat Conditions. All covenants, conditions and restrictions, easements and other matters set forth on all Plats are hereby incorporated by reference and notice is hereby given to the same.

2.27 Front and Side Yards. The front yard of each Lot and the side yard of any Lot which is adjacent to a street must be planted with sod within thirty (30) days of issuance of the occupancy certificate or as soon thereafter as the weather permits, together with a minimum of two (2) trees, at least one and one-half inches (1½") in diameter, with at least one (1) of said trees to be located eight feet (8') from back of sidewalk and twenty feet (20') from either side lot line, eight (8) one-gallon (1 gal.) bushes or shrubs, four (4) five-gallon (5 gal.) bushes or shrubs, bark in beds, and an underground sprinkler system on the Lot connected to the pressurized irrigation system. All underground sprinkler systems on the Lots shall be designed to use no more than a maximum water pressure/flow of fifteen (15) gallons per minute. All remaining portions of the yard area of each Lot must be planted with sod, seeded and/or landscaped, within ninety (90) days of occupancy of the Unit, or as soon thereafter as weather permits. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3, or any other provision of this Declaration.

2.28 No Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the

prior written Approval of the Declarant or the Architectural Committee. The Owner of any Lot who dumps such material shall be liable for the cleanup and/or removal costs.

2.29 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from Common Area over, any Building Lot in the Property.

2.30 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Boise City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of ACHD, or other public agency, and plantings and ground cover installed or completed thereon.

2.31 Water Rights Appurtenant to Subdivision Lands; Pressurized Urban Irrigation System. This subdivision is within the Nampa-Meridian Irrigation District (the "Irrigation District"). The Declarant has made provision to provide irrigation water to the individual Lots. Upon final platting of each Tract, Grantor shall transfer to the Association from the Property subject to this Declaration, and within the boundaries of the Irrigation District, as defined in Section 31-3805, Idaho Code, that portion of the water rights appurtenant to the applicable Tract for the irrigation of the Property within the Tract, including the Princeton Place Subdivision Common Area. Grantor shall develop and transfer to the Irrigation District a pressurized urban irrigation system (the "PUIS") for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Lots, and to the Association for irrigation of the Princeton Place Subdivision Common Area. The construction, ownership, operation and maintenance of the PUIS shall be pursuant to the terms and conditions of the Construction Contract for Urban Irrigation System in Princeton Place Subdivision No. 1 (the "PUIS Agreement") entered into between the Declarant and the Irrigation District pursuant to Section 43-330A, Idaho Code. A copy of the PUIS Agreement shall be available to any Owner at the offices of the Association. Each Lot shall be subject to the Irrigation District's assessments for the cost and expense of water, water delivery, operation, maintenance, repair or replacement of the PUIS in accordance with the PUIS Agreement.

The PUIS shall not include any distribution lines or other improvements beyond the water service taps installed on the Lots. The Association shall have no duty, obligation or responsibility for any portion of the Irrigation System or underground sprinkler system located on a Lot from the point of connection to the PUIS water service taps installed on the Lots, and the maintenance, repair and replacement of same shall be the responsibility and duty of the Owner of the Lot. Further, the Owner of each Lot across which passes an irrigation drainage ditch or pipe shall be responsible for the maintenance thereof unless such responsibility has been assumed otherwise pursuant to the PUIS Agreement. Each owner of a Lot waives any claim against the Association, Declarant or the Irrigation District for interruption or unavailability of adequate or contaminated water to or through the PUIS. The Association and/or the Irrigation District may establish rules and scheduling for utilization of the PUIS pursuant to the PUIS Agreement, the Pressurized Urban Irrigation System Rules, Regulations

and Information Guide, if any, or any other notice or publication of rules regarding the PUIS. All underground sprinkler systems on the Lots shall be designed to use no more than a maximum water pressure/flow of fifteen (15) gallons per minute.

2.32 PUIS Rules, Regulations and Information Guide: shall mean the guide, if any, available at the office of the Association containing the rules and regulations of the PUIS for Princeton Place Subdivision adopted or to be adopted by the Board, as may be promulgated by the Board and/or the Irrigation District, or provided for or contained in the PUIS Agreement, and as may be amended from time to time by the Board and/or the Irrigation District.

NOTICE REGARDING PRESSURIZED URBAN IRRIGATION SYSTEM

Water from the PUIS is unfit for human consumption. It contains untreated surface water which may contain disease causing organisms and/or other contaminants. If you drink PUIS water it is likely that it will make you sick and, while less likely, it is possible that the illness will result in your death or permanent disability. Surface water can also contain agricultural chemicals that can be hazardous to your health.

DO NOT UNDER ANY CIRCUMSTANCES DRINK WATER FROM THE PUIS.

Homeowners should ensure that all irrigation water faucets and risers are adequately marked. Do not remove tags or other warning markings from the PUIS risers. If you should find a riser that is unmarked, please notify the Association and/or the Irrigation District.

Homeowners should also satisfy themselves that no cross-connections between the potable water system and the PUIS were made by previous owners. Never interconnect your drinking water and the PUIS.

If you have any questions or concerns about the PUIS in this subdivision please contact the Association, the Irrigation District, the Central District Health Department and/or the Department of Environmental Quality.

ARTICLE III

PRINCETON PLACE SUBDIVISION HOMEOWNERS' ASSOCIATION

3.1 Organization of Association. The PRINCETON PLACE SUBDIVISION Homeowners' Association ("Association") is an Idaho Corporation formed under the provisions of the Idaho Non-Profit Corporations Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Membership. Each Owner of a Lot subject to this Declaration (including the Declarant) by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership in the Association, except as

hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, 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 membership transfer shall be void and will not be reflected on the books of the Association.

3.3 Voting. The Association will have two (2) classes of voting memberships.

3.3.1 Class A. Class A members shall be the Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.3.2 Class B. The Class B member shall be the Declarant. Upon the recording hereof, Declarant shall be entitled to ten (10) votes for each Lot of which Declarant is the Owner. The class B membership shall cease and be converted to Class A membership on July 1, 2015, or when the Declarant no longer owns any Lots within the property subject to the Declaration, whichever event shall first occur.

3.4 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, Bylaws, and this Declaration as the same may be amended and supplemented from time to time.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things, which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws.

3.5.1.1 Assessments. The power to levy assessments (Annual, Special, Limited and Attorneys Fees and Costs) on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

3.5.1.2 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 Declaration of the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

3.5.1.3 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. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power to delegated.

3.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association Rules).

3.5.1.5 Emergency Powers. The Association or any person authorized by the Association may enter upon any 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.

3.5.2 Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its 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:

3.5.2.1 Right-Of-Way Maintenance. Maintain, repair and replace the landscaping, including the sprinkler system installed on any public right-of- way adjacent to the Property and such other landscaping located within the Properties as the Board deems necessary or appropriate.

3.5.2.2 PUIS Construction, Operation and Maintenance. Construct, operate and maintain the PUIS in accordance with the PUIS Agreement.

3.5.2.3 Common Area Maintenance. The Association shall perpetually maintain the common areas located within the subdivision.

3.5.2.4 Street Lights. The Association shall maintain, repair and replace street lights with the property to the extent such street lights are not operated, maintained, repaired and replaced by the Ada County Highway District or other governmental entity including the City of Boise after annexation by the City of Boise.

3.5.2.5 Storm Water Maintenance. The Association shall maintain storm water facilities located within the subdivision for the benefit of the Ada County Highway District in accordance and compliance with applicable requirements of the Ada County Highway District.

3.5.2.6 Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance.

3.5.2.6.1 Full coverage directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000), if the Board so elects.

3.5.2.6.2 Such other insurance including Workmen'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 functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or their person charged with the management or possession of any Association funds or other property.

3.5.2.6.3 The Association shall be deemed trustee of the interests of all Members of the Association 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.

3.5.2.6.4 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

3.5.2.7 Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

3.5.2.8 Architectural Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

3.5.2.9 Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon the Grantor pursuant to any governmental approvals relating to the Property including, without limitation, those set forth in the preliminary plat approval for the subdivision.

3.5.2.10 Public Walkway Maintenance. The Association shall perpetually maintain the paved pathway located within the Public Walkway Easement appurtenant to Lots 20 and 21, Block 1 located within the subdivision in accordance and compliance with applicable requirements of Boise City Zoning Ordinances.

3.6 Personal Liability. No member of the Board or any committee of the Association or the Architectural Committee or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant or the Architectural Committee, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association;

4.1.1 Annual regular assessments or charges.

4.1.2 Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

4.1.3 Limited assessments as hereinafter provided and;

4.1.4 Enforcement assessments as hereinafter provided.

The Regular, Special, Limited and Enforcement assessments, together with interest, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments.

4.2.1 Regular Assessments. The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any landscaped areas maintained by the Association, to pay property taxes and other assessments, to pay the annual assessments of any irrigation district and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association.

4.2.2 Special Assessments for Capital Improvement. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments, provided that any such assessment shall be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Additionally, upon the sale of each Lot by Grantor, the purchaser shall pay a one-time special assessment of One Hundred Fifty Dollars (\$150.00) per Lot. Such special assessment shall be paid on or before the date of recordation of the deed from Grantor to the purchaser. Grantor, as agent for the Association, shall be entitled to collect this one-time special assessment at the closing of the Lot sale. This one-time special assessment shall be used to defray organizational cost for the Association and general costs of operation.

4.2.3 Limited Assessments. The limited assessments may be levied against any Owner in an amount equal to the costs and expenses incurred for the repair and replacement of any property maintained by the Association damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for installation and maintenance of landscaping or other items required herein performed by the Association which

has not been performed by Owner as provided herein.

4.2.4 Enforcement Assessments. Enforcement assessments may be levied against any Owner in an amount equal to the attorneys fees, costs and expenses incurred by the Association in attempting to collect any assessment or enforce any covenant, condition or restriction provided for herein, or in demanding an Owner's compliance with any provision of this Declaration, including but not limited to charges for compliance demand notices, and attorneys fees, costs and expenses necessitated by such Owner's failure to correct non-complying conditions. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees, costs and expenses incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees, costs and expenses so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject.

4.3 Maximum Annual Regular Assessment. The initial maximum annual regular assessment to be assessed by the Association, shall be Two Hundred Dollars (\$200.00) per Lot per year, exclusive of fees charged for the pressurized irrigation system.

4.3.1 The maximum annual assessment may be increased by the Board each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.

4.3.2 The maximum annual assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Directors of the Association may fix the amount of the annual assessment at an amount not in excess of the maximum as established from time to time.

4.3.4 The total annual regular assessment, levied against the Lots owned by the Declarant, shall be the lessor of (a) the amount of the regular assessment per Lot multiplied by the number of lots owned by the Declarant or (b) the difference between the total annual assessment levied against lots owned by the other parties, other than the Declarant, and the reasonable expenditure of the Association for the purposes described in Section 4.2.1 for the fiscal year.

4.4 Notice and Quorum for any Action Authorized Under Sections 4.2.2 and 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 shall be sent to all members not less than ten days (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or other basis as determined by the

Association from time to time.

4.6 Date of Commencement of Annual Assessments - Due Dates. The annual regular assessments or any special assessments then in effect as provided for herein shall commence as to a Lot or Lots on the first day of the first year following the conveyance of the Lot or Lots from Declarant to an Owner or Owners. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.7 Effect of Non-payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twenty-one percent (21%) per annum or at the highest rate allowed by law if such rate is less than 21%. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment, which become due prior to such sale or transfer but shall not extinguish personal liability. No sale or transfer but shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.1 Members of the Committee. The Architectural Committee for the Property, sometimes referred to as the "Committee", shall consist of four (4) members. The following persons are hereby designated by Declarant as the initial members of the Committee for the Property:

| <u>Name</u> | <u>Address</u> |
|---------------|------------------------------------|
| Jake Smith | 210 Murray St., Boise, ID 83714 |
| Staci Smith | 210 Murray St., Boise, ID 83714 |
| Michael Riggs | 12054 W. Franklin, Boise, ID 83707 |

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

5.2 Right of Appointment and Removal. At any time, Grantor is the Owner of at least one (1) of the Lots, Grantor shall have the right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

5.3 Review of Proposed Construction. The Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee to review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

5.3.1 Conditions on Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

5.3.2 Committee Rules and Fees. The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed One Hundred Dollars (\$100.00) Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

5.3.3 Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

5.3.4 Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for

approval within seven (7) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within seven (7) days after the date of the filing of said materials with the Committee. The said seven (7) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such application and acknowledging that such application is complete.

5.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be on of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.9. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the committee.

5.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

5.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

5.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

5.7.1 Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

5.7.2 Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance with such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

5.7.3 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of compliance from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

5.8 Non Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee

shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

5.9 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Ada County. If such variances are granted, no violation of the Restrictions contained in this Declaration or any Supplemental Declaration 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 Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VI

EASEMENTS

6.1 Maintenance and Use Easement Between Walls and Property Lines. All Lots shall have a ten foot (10') wide easement contiguous to all streets, rear lot lines and exterior subdivision boundaries, and a five foot (5') wide easement contiguous to all side lot lines in favor of the Association, or any appropriate utility company for public utilities, drainage, maintenance and irrigation purposes.

6.2 Other Easements Shown on Plat. All other easements are as set forth on the Plat, and are hereby incorporated by reference and notice is hereby given of the same.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement. The Association or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges

now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be a continuing lien on the Owner's Lot and be added to and become a part of the assessments to which such Owner's Lot is subject.

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

7.3 Interpretation. The terms, covenants and conditions hereof are to be read and interpreted consistently and in a manner to protect and promote Property values.

7.4 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration or by an instrument signed by two-thirds (2/3) of the Lot Owners; provided, however, that if Grantor is still the Owner of any Lots the provisions of Article III may not be amended without the written consent and vote of the Grantor. Any amendment shall be recorded. No dissolution of the association shall be accomplished without the consent of Ada County Highway District, or Boise City or their assigns.

ARTICLE XIII

ANNEXATION & AMENDMENT

8.1 Land Subject to Annexation: Declarant hereby reserves the right to annex any, including but not limited to the real property described in Exhibit "A" attached hereto and incorporated by this reference, or any portion thereof (herein referred to as annexable or annexed property) owned by Declarant or affiliates at the time of annexation into the Association, and after annexation, the annexed property will be included in the definition of "PROPERTIES". The annexation of the annexable property, or portions thereof, from time to time, shall be effected by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article IX.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were

originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

By accepting a deed to a lot within the Princeton Place Subdivision, each owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the annexation of the annexable property, and to any zoning application(s) filed by Declarant pertaining to the annexable property. Each owner further consents to the subdivision and development of such annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the annexable property, including such development as shall be required to provide access to the annexable property (including the lots subdivided therein) by the public right(s)-of-way within the subdivision, and the extension of utility facilities located within the subdivision to serve the annexed property (including the lots subdivided therein).

8.2 Procedure for Annexation: Any of the above-described real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Canyon County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property which restrictions may be the same or different from those set forth in this Declaration.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Declaration effective as of the day and year first written above.

CITY DEVELOPMENT, INC.,
an Idaho corporation



By: Staci Phillips Smith
Its: President

EXHIBIT "A"

PRINCETON PLACE DESCRIPTION FOR COVENANTS ANNEXATION

**A PORTION OF SECTION 3, T.3 N., R.1 E., BOISE MERIDIAN, ADA COUNTY, IDAHO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 3, T.3 N., R.1 E., BOISE MERIDIAN,
ADA COUNTY, IDAHO EXCLUDING REDWOOD PARK.**

CONTAINS 73 ACRES MORE OR LESS