

SPRUCE MEADOWS SUBDIVISION No . 4



A PORTION OF THE S.E.1/4 OF SECTION 28, T.4N. R.1E., B.M., ADA COUNTY, IDAHO

A CAPITAL DEVELOPMENT CORPORATION SUBDIVISION COLLINS ENGINEERING COMPANY INC.

1989



RESTRICTIVE COVENANTS
BUILDING AND OCCUPANCY SHALL CONFORM TO THE STANDARDS ESTABLISHED
BY THE RESTRICTIVE COVENANTS AS FILED IN BOOK 206 PAGE 264
RECORDS OF ADA COUNTY, IDAHO. INSTRUMENT NO.

BUILDING SETBACKS
BUILDING SETBACKS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH
THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF BLDG-PERMIT ISSUANCE.

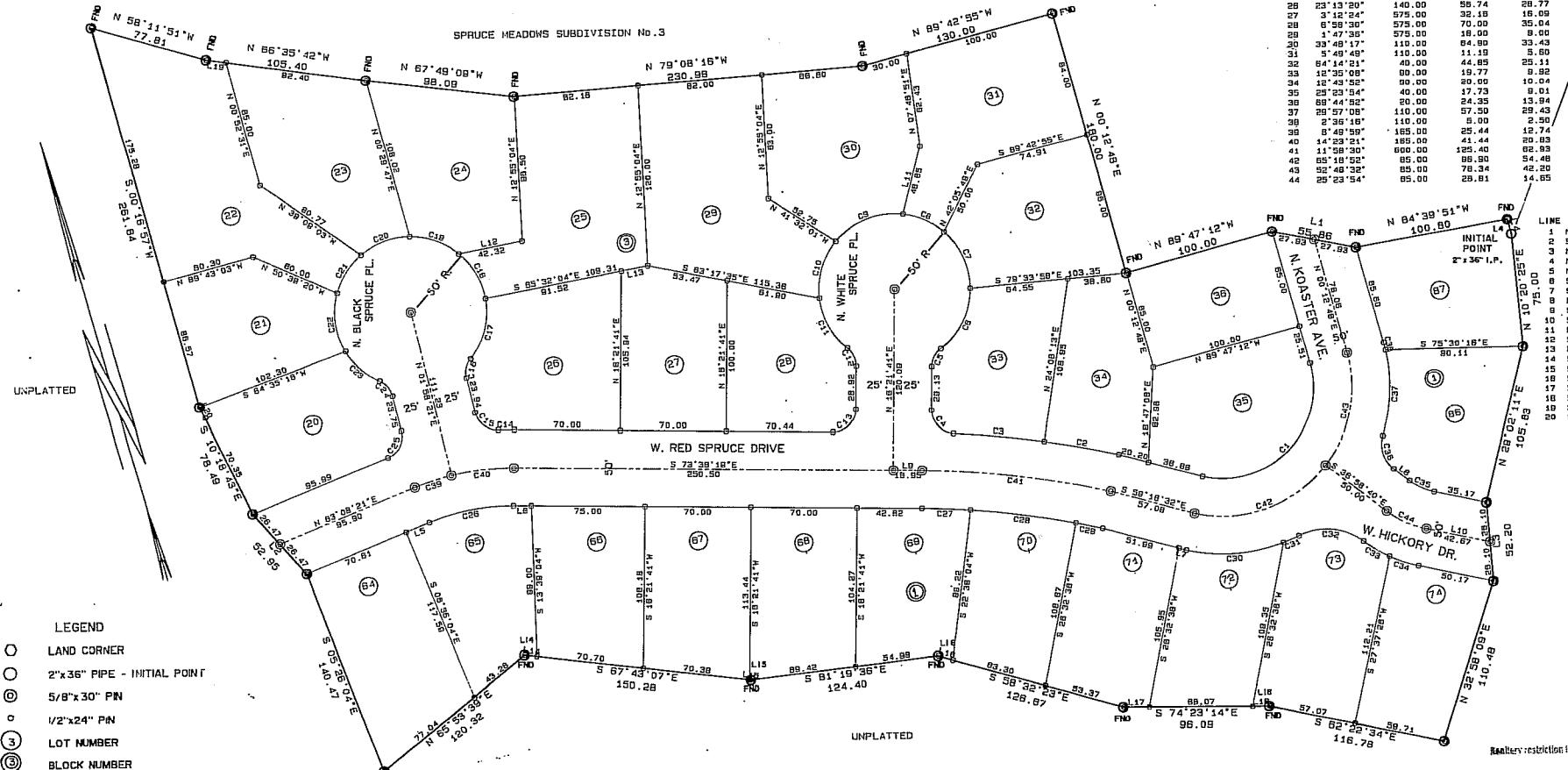
RESUBDIVISION
ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE
ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.

EASEMENTS
ALL LOTS HAVE A 10 FOOT WIDE EASEMENT CONTIGUOUS TO ALL STREETS AND REAR
LOT LINES FOR PUBLIC UTILITIES, DRAINAGE OR IRRIGATION PURPOSES. SIDE LINE
LINES SHALL HAVE A 5 FOOT EASEMENT FOR INTERMOUNTAIN GAS COMPANY.

IRRIGATION RIGHTS
THIS SUBDIVISION IS SUBJECT TO IDAHO CODE 31-3805 PERTAINING TO IRRIG. WATERS
IT IS NOT AN IRRIGATION DISTRICT AND IT IS SUBJECT TO
ANY ASSOCIATION WHICH HAS NOT MADE PROVISIONS TO
PROVIDE FOR THE FUTURE DELIVERY OF IRRIGATION WATER TO EACH LOT.
HAVE BEEN TRANSFERRED TO OTHER LANDS.

E1/4 COR
SECTION 2
T.4N.R.1E
CP&F 8502

1/2732r
1/2435



CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	118°07'23"	80.00	123.70	100.10	102.93	S 59°16'30"E
2	4°34'28"	825.00	49.90	24.96	49.89	N 63°57'03"E
3	5°30'57"	625.00	80.17	30.1	80.00	N 59°54'20"E
4	88°00'00"	100.00	23.13	14.58	20.01	N 27°45'20"E
5	52°01'12"	15.00	13.62	7.32	13.16	N 42°22'18"E
6	52°09'00"	50.00	46.38	25.01	44.74	N 41°48'24"E
7	48°29'14"	50.00	42.31	22.52	41.08	N 08°00'43"E
8	34°22'39"	50.00	30.00	15.47	30.00	S 82°43'28"E
9	5°37'00"	50.00	50.00	27.00	47.94	S 32°09'10"E
10	45°50'12"	50.00	40.00	21.14	36.04	S 13°12'43"E
11	44°53'35"	50.00	39.18	20.66	38.16	S 09°38'55"E
12	52°01'12"	15.00	13.62	7.32	13.16	N 42°22'18"E
13	60°01'00"	15.00	23.58	15.00	21.25	S 09°38'55"E
14	52°09'00"	15.00	10.40	5.00	10.20	S 75°12'26"E
15	78°44'53"	15.00	20.02	12.31	19.03	N 37°24'08"E
16	52°01'12"	15.00	13.62	7.32	13.16	N 42°22'18"E
17	49°35'23"	50.00	42.40	22.57	41.14	N 25°41'51"E
18	40°08'25"	50.00	35.00	18.55	34.00	S 09°38'55"E
19	40°08'25"	50.00	35.00	18.55	34.00	S 09°38'55"E
20	40°08'25"	50.00	35.00	18.25	34.28	S 09°08'06"E
21	34°22'39"	50.00	30.00	15.47	29.55	S 47°53'34"E
22	45°50'12"	50.00	40.00	21.14	38.94	S 07°47'07"E
23	34°54'53"	50.00	30.07	15.22	30.00	S 07°47'07"E
24	52°09'00"	15.00	13.62	7.32	13.16	N 42°02'16"E
25	81°10'04"	15.00	21.25	10.85	19.52	S 24°02'11"E
26	23°13'20"	140.00	55.74	26.77	55.38	S 85°14'59"E
27	3°12'24"	575.00	32.18	16.09	32.18	S 72°02'11"E
28	6°17'30"	575.00	70.00	35.00	35.00	S 09°40'40"E
29	1°47'30"	50.00	16.00	8.00	16.00	S 62°33'37"E
30	33°49'17"	110.00	64.80	33.43	63.99	S 78°33'57"E
31	5°49'49"	110.00	11.19	5.58	11.19	N 81°37'00"E
32	64°14'21"	40.00	44.85	22.11	42.50	S 08°14'57"E
33	12°20'08"	40.00	20.00	10.77	20.00	S 08°31'17"E
34	52°09'32"	40.00	20.00	10.04	19.88	S 56°50'30"E
35	23°23'54"	40.00	17.73	9.01	17.73	S 49°40'37"E
36	68°44'52"	20.00	24.35	13.94	22.67	N 02°08'14"E
37	29°57'08"	575.00	57.50	25.43	56.88	N 17°20'15"E
38	2°57'16"	110.00	11.00	5.00	11.00	S 00°30'56"E
39	33°49'17"	165.00	25.44	12.74	25.41	S 09°39'21"E
40	4°23'21"	165.00	41.44	20.83	41.35	S 08°49'04"E
41	11°58'30"	160.00	125.40	62.93	125.17	S 67°39'04"E
42	65°19'52"	85.00	86.90	54.48	61.74	S 08°16'55"E
43	52°48'32"	85.00	76.24	40.00	76.24	S 08°37'04"E
44	23°23'54"	85.00	23.81	14.85	23.81	S 49°40'37"E
1						L1 BEARING
2						DISTANCE
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UNPLATTED

UNPLATTED

LAND CORNER

2'x36" PIPE - INITIAL POINT

5/8" x 30" PIN

1/2" x 24" PIN

LOT NUMBER

BLOCK NUMBER

FIND

INITIAL POINT

2'x36" I.P.

LINE BEARING

DISTANCE

MASTER

1152001242

8943839

54/5243

RESTRICTIVE COVENANTS

The undersigned, being the owners of the property herein after described, do hereby adopt the following protective covenants in their entirety to apply to real property to be subdivided and contained in a subdivision to be known as SPRUCE MEADOWS IV, a portion of Section 28, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

The said SPRUCE MEADOWS SUBDIVISION IV is divided into single family residential lots in compliance with the local and state regulations and laws.

The following covenants shall run with the land and be in force and effect for thirty (30) years hereafter unless sooner terminated by agreement of the owners of seventy-five percent (75%) of the land in the subdivision and after all lots therein have been sold by the development company (Capital Development, Inc.). Modification or termination of these covenants can only be made with the consent of the development company while any lots in this subdivision remain in the ownership of Capital Development, Inc., and are as follows, to wit:

(1) No building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications therefore, including exterior color scheme, has been approved in writing by the Architectural Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

Variances in building set-back requirements shown on plat may be given by the Architectural Committee upon proper showings and so long as the county ordinances on setbacks are met.

The ground floor area of a one-story house in this subdivision shall not be less than 1300 square feet on the ground floor. However, where continuous roof lines cover entrance or porch areas, breezeways or patios, 25% of the floor area of such covered areas shall be included at the discretion of the Architectural Review Committee in determining the ground floor area of the home. Two-story and tri-level homes shall have not less than 1400 square feet, exclusive of covered porches, entrances, or patios. One-level homes with basements shall have a minimum of 2100 square feet. No split entry homes will be allowed. Any lot with less than 65' frontage may contain 50 square feet less than the 1300 square foot minimum requirement.

The value of any residence shall exceed \$65,000.00 based on February 1989 values.

Each house in this subdivision shall include some brick or stone on the front exposure and roofs of at least 4 in 12 pitch. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged. Exterior colors of earth tones or blues or greys shall be encouraged. Bright or bold colors, or very dark colors, shall be discouraged.

No gravel roofs or split entry or moving of pre-built homes into the subdivision without Architectural Committee approval.

All lots shall be provided with a driveway and a minimum of two off-street automobile parking spaces within the boundaries of each lot.

All area requirements shall be exclusive of the required two-car garage area and shall be well constructed of good quality material and workmanship. For the purpose of the covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No residence shall be in excess of two stories above ground.

All houses shall have an enclosed garage which will hold no less than two cars and no more than three.

Fences shall not extend closer to any street than twenty feet (20) nor higher than six (6) feet without express approval of the Architectural Committee, and shall be of good quality and workmanship and shall be properly finished and maintained. The location of fences, hedges, high plantings, obstructions or barriers, shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, noxious or nuisance use exists.

All recorded lots within this subdivision shall be subject to and restricted by the following recorded subdivision covenants:

(a) 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.

(b) Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a subdivided lot is to be connected to the sewage system constructed and installed on and within its property.

(c) The applicant/owner of this subdivision or lot or lots therein shall and hereby does vest in Boise City the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

(d) The recording of this plat by developer shall be deemed and construed as a request for the annexation of its property to the corporate limits of Boise City. Such requests and consents shall be binding on all subsequent purchasers or owners of developer's property.

(2) No building shall be located on any lot nearer than twenty (20) feet from the front line and fifteen (15) feet from the rear line nor nearer than five (5) feet per story to any side line, except Lots 32, 33, 89, and 90 shall be built no nearer than twenty-five (25) feet from the Front Line.

(3) Construction of any residences on the subdivision shall be diligently pursued after commencement thereof, to be completed within eight (8) months.

(4) Landscaping of front yard is to be completed within thirty (30) days of substantial completion of home, or within thirty (30) days of occupancy, to include sod in the front yard, one flowering tree of at least 1½" caliper or pine tree of at least six (6) feet in height, three (3) five gallon plants and five (5) one gallon shrubs. Berms and sculptured planting areas are encouraged. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee. Grass will be planted in the back yard within one year of occupancy.

(5) Each home is to have a photo-sensitive pole light installed in the front yard Within ten (10) feet of the front property line, designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 40 watts.

(6) No building shall be moved onto the premises.

(7) No shack, tent, trailer house, or basement only, shall be used within the subdivision for living quarters, permanent or temporary.

(8) Nothing of an offensive, dangerous, odorous, or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other property owners in said subdivision. Weeds shall be cut to less than four (4) inches.

(9) Keeping or raising of farm animals or poultry shall be prohibited. All dogs and cats or household pets kept on these

premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others.

Dogs shall not be allowed to run at large. Not more than two dogs and/or cats or other pets may be kept at one time, except that a litter of young may be kept until eight (8) weeks old.

(10) No business shall be conducted on the above property that cannot be conducted within the residence of the owner. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the lots in this subdivision.

(11) Only one outbuilding per lot will be allowed. All outbuildings shall be constructed of good quality building material completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property and must be approved by the Architecture Committee.

(12) No building or structure shall be placed on said property so as to obstruct the windows or light of any adjoining property owner in said subdivision.

(13) Additional easements: In addition to the easements shown on the recorded plat, an easement is further reserved five (5) feet on each side of all other lot lines for installation and maintenance of utilities, irrigation and drainage.

Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

(14) This subdivision is within the Nampa-Meridian Irrigation District and subject to any and all assessments of said district. The developer has made provisions that provide for future delivery of irrigation water to the individual lots. The actual construction and expense of said system is the obligation of the lot owners, as their option, and not the developers.

(15) All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each lot.

(16) No sign of any kind shall be displayed to public view on any building or building site on said property except a

professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant of its agent may post a "Sold" sign for a reasonable period following the sale.

(17) No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition.

(18) Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment, or junk cars or unsightly vehicle shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the property or on public ways adjacent thereto shall be prohibited except within garages, carport or other approved areas. The Architectural Committee shall be the sole and exclusive judges of approved parking areas. Their decision is final and binding.

(19) No machinery, building equipment or material shall be stored upon site until Grantee is ready and able to commence the construction with respect to such building materials which then shall be placed within the property line of such building site upon which the structure is to be erected.

(20) Installation of radio and/or television antennae or satellite dishes is prohibited outside any building without written consent from the Architectural Committee, which would require them to be screened from street view.

(21) These covenants shall run with the land and shall be binding on all persons owning under them for a period of thirty (30) years from the date of this recording thereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of 75% of the land of this subdivision has been recorded agreeing to change or terminate said covenants in whole or part and after all lots therein have been sold by the development company (Capital Development, Inc.). Modification or termination of these covenants can only be made with the consent of the development company while any lots in this subdivision remain in the ownership of Capital Development.

(22) Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party, shall be had by any property owners within said subdivision either at law or

equity. In the event of judgment against any person for such the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees and Court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

Any owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter impose by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

(23) A committee of three persons shall act as an architectural design committee and shall, prior to any new construction in said subdivision, be furnished with one set of detailed plans and specifications of any proposed building to be located in said subdivision and shall be allowed fifteen (15) days to review said plans, drawings, and specifications. If said committee shall approve of the proposed building, or any modification or alteration thereof, they shall so indicate by the dating and signing of the set of plans by a member of the committee, and their approval shall be construed as full compliance with the provisions of Paragraph One (1) of the original covenants. Said committee shall have sole discretion to determine what shall be substantial compliance with said covenants. No building shall occupy any portion of said subdivision without prior consent of said committee.

The committee shall consist of the following:

J. Ramon Yorgason	2304 N. Cole, Suite A, Boise 83704
James L. Titmus	2304 N. Cole, Suite A, Boise 83704
Marilyn Yorgason	2304 N. Cole, Suite A, Boise 83704

After the developer has sold all the lots in this subdivision, the Architectural Review Committee shall be turned over to the Home Owners Association and not before. Amending these covenants shall not affect this provision.

A majority of said committee is empowered to act for the committee. In the event any member of the committee is unable to act or fails or desires not to act, the remaining committee members shall appoint an owner of a lot in said subdivision to serve on said committee; all of whom serve without compensation.

(24) Damage to Improvements: It shall be the responsibility of the building of any residence in this subdivision to leave street, curbs, sidewalks, fences, and tiled irrigation lines, if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period.

Fine grading on each individual lot shall be required to conform to the master drainage plan of the subdivision. It shall be conclusively presumed that all such improvements are in good, sound condition at the time building is begun on each lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Home Owners Association

(25) Membership: Every person or entity who is a record owner (including contract sellers) of a fee or undivided fee interest in any lot located within said property shall by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such lot subject to assessment by the Association. Such ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon a person becoming such owner, and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

As Phases IV and V of the SPRUCE MEADOWS project are formed, the new phase will automatically be integrated into the Association, with all restrictions and privileges applied.

The financial reports, books and records of the Association may be examined, at reasonable times, by any member or mortgagee.

(26) Voting Rights: Each member shall be entitled to cast one vote or fractional vote as set forth herein for each lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each lot. The vote applicable to any lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provides otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

(27) Officers and Directors: At an annual meeting called pursuant to notice as herein provided for establishment of annual assessments, a Board of Directors of the Association, shall be elected by ballot of those attending said meeting and voting by proxy, provided that the total of all votes cast shall represent a quorum as hereinafter provided.

There shall be three directors elected to serve for a period of three years. Election shall be by popular vote, the nominees receiving the three highest vote totals shall be deemed elected. Each member shall be entitled to vote for three nominees per membership.

In the event any director shall be unable to complete the term for which elected, the remaining directors are empowered to appoint a substitute to serve out the unexpired term.

The Board of Directors shall designate one of their number to serve as Chairman, one as Secretary, and one as Treasurer.

(28) The Association shall operate, control and maintain any common areas. In addition, the Association shall operate, control and maintain the street lighting system until such time as the City of Boise shall annex the Subdivision. At that time, ownership, control and maintenance of the street lights shall be the responsibility of the City.

The Association shall have the right to dedicate or transfer all or any part of the common areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast two-thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen (15) days nor more than thirty (30) days prior to such dedication or transfer; and the Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid; and for a period not exceeding thirty (30) days for each infraction of its published rules and regulations.

(29) Each owner of any Lot by ratification of these covenants or by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association (1) regular annual or other regular periodic assessments or charges not to exceed \$18 per year, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

The assessments levied by the Association shall not be used for any purpose other than the improvement and maintenance of the Common Area. Subject to the above provision the Association Directors shall determine the use of assessment proceeds.

In addition to the 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, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those members who are voting in person or by proxy at the meeting duly called for this purpose is obtained, written notice of which shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Both regular assessments and any special assessments must be fixed at a uniform rate for all occupied lots and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

(30) At the first meeting called, the presence at the meeting of members or of proxies to cast sixty percent (60%) of all votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements. No subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

(31) All lots shall be subject to the annual or monthly assessment provided for herein on the first day of the month following the action of the Board. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(32) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Secretary of the said Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the

same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot (including any improvement located thereon), with respect to which it is filed from the date the lien is filed in the office of the said County Recorder for Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorney's fees of the Declarant or of the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas or abandonment of his lot.

(33) The sale or transfer of any lot or any other part of said property shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the liening thereof.

(34) The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) all properties expressly dedicated to and accepted by a local public authority;

(b) any other properties owned by the Association.

(35) The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of common areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations and paintings to common areas, snow removal, wages, water charges, legal and accounting fees, management, fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

(36) The Association shall be responsible for the repairs, upkeep and maintenance, normal servicing, gardening, rules

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and regulations for use, care, and safety, annual planting of flowers (if any), payment of bills and related expenses for any Common Areas.

The Directors shall become the Architectural Committee as provided in Paragraph 23 upon the sale of the last lot in Phases III, IV, and V of SPRUCE MEADOWS SUBDIVISION.

(37) The Board of Directors are empowered to obtain appropriate liability, casualty, fire or errors or omissions or other insurance to properly protect the actions of the Association or facilities maintained, owned or controlled by the Association as a cost to the Association.

(38) Invalidation of one of these Covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

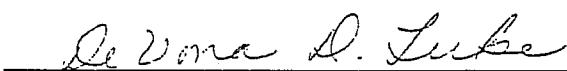
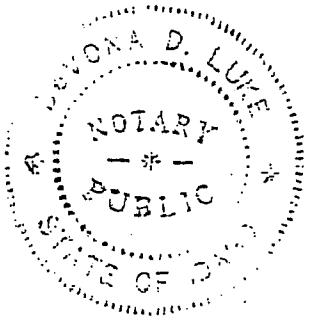
CAPITAL DEVELOPMENT, INC.



Ramon Yorgason
P. Ramon Yorgason, President

State of Idaho)
)
County of Ada)

I, DeVona D. Luke, a notary public, do hereby certify that on this 11th day of July, 1989, personally appeared before me J. Ramon Yorgason, and signed the foregoing document as President of the Corporation.

Ada County, Idaho, ~~as~~
Request of

STEWART TITLE

TIME 2:55 PM

DATE 7-11-89

JOHN BASTIDA

RECORDER

By DeVona D. Luke

Deputy

33.00

MASTER COPY

S U B M I T T E D

1262000002

ADA CO., IDAHO

FOR *J. Ramon Yorgason*

'90 DEC 1 PM 12 05

JOHN EASTON RECORDER

BY *SLJ* 3-

November 28, 1990

56/5186

Homeowners in Spruce Meadows Phases III - VI

Subject: Spruce Meadows Homeowners Association covering Spruce Meadows Subdivisions III through VI

Dear Homeowners:

We are pleased to announce the appointment of the initial Board of Directors for the Spruce Meadows Neighborhood Association. They are as follows:

Tom McNew

12312 W. Engleman
939-2173

Krista French

5332 N. White Spruce
939-6469

John Cameron

12229 W. Norway
939-8678

Their term begins with the date of this letter.

They have two important responsibilities to perform. The first is to hold an election so you may choose the first regular Board of Directors, for which they may be nominees.

The second is to initiate collection of the regular financial assessments for maintenance of the common area which may not exceed \$18.00 per year for each Homeowner as stipulated in the recorded covenants.

The Architectural Committee consists of J. Ramon Yorgason, James L. Tilmus and Marilyn Yorgason and may be contacted through this office. After the last lot in these Subdivisions is built on, the then Board of Directors will become the Committee.

Your participation in the activities of your Association as Board Members or as participating members will assure your living in a neighborhood that reflects your lifestyle.

Sincerely,

J. Ramon Yorgason
J. Ramon Yorgason,
President

STATE OF IDAHO)

) ss.

COUNTY OF ADA)

On this 28th day of November, 1990, before me, the Undersigned Notary Public In and for Said State personally appeared J. Ramon Yorgason, known to me to be the President of Capital Development, Inc., and acknowledged to me that he executed the above instrument for and on behalf of said corporation.

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

Debra A. Luke
Notary Public for the State of Idaho, residing at Boise, Idaho
My commission expires August 27, 1993.

