

ISLAND WOODS SUBDIVISION NO. 1

LOCATED IN
A PARCEL OF LAND LYING NORTHEASTERLY OF THE NORTHEASTERLY BOUNDARY OF GOVERNMENT LOT 5,
AND PORTIONS OF GOVERNMENT LOTS 5 AND 6 AND N1/2 N1/2 SW1/4,
SECTION 16, T.4N., R.1E., B.M.,
EAGLE, ADA COUNTY, IDAHO
1993

• HUBBLE ENGINEERING, INC. •
BOISE, IDAHO



SCALE: 1" = 100'

1/4 CORNER - FOUND ALLUM. CAP
OF 6" INSTR. NO. 8521501

LEGEND

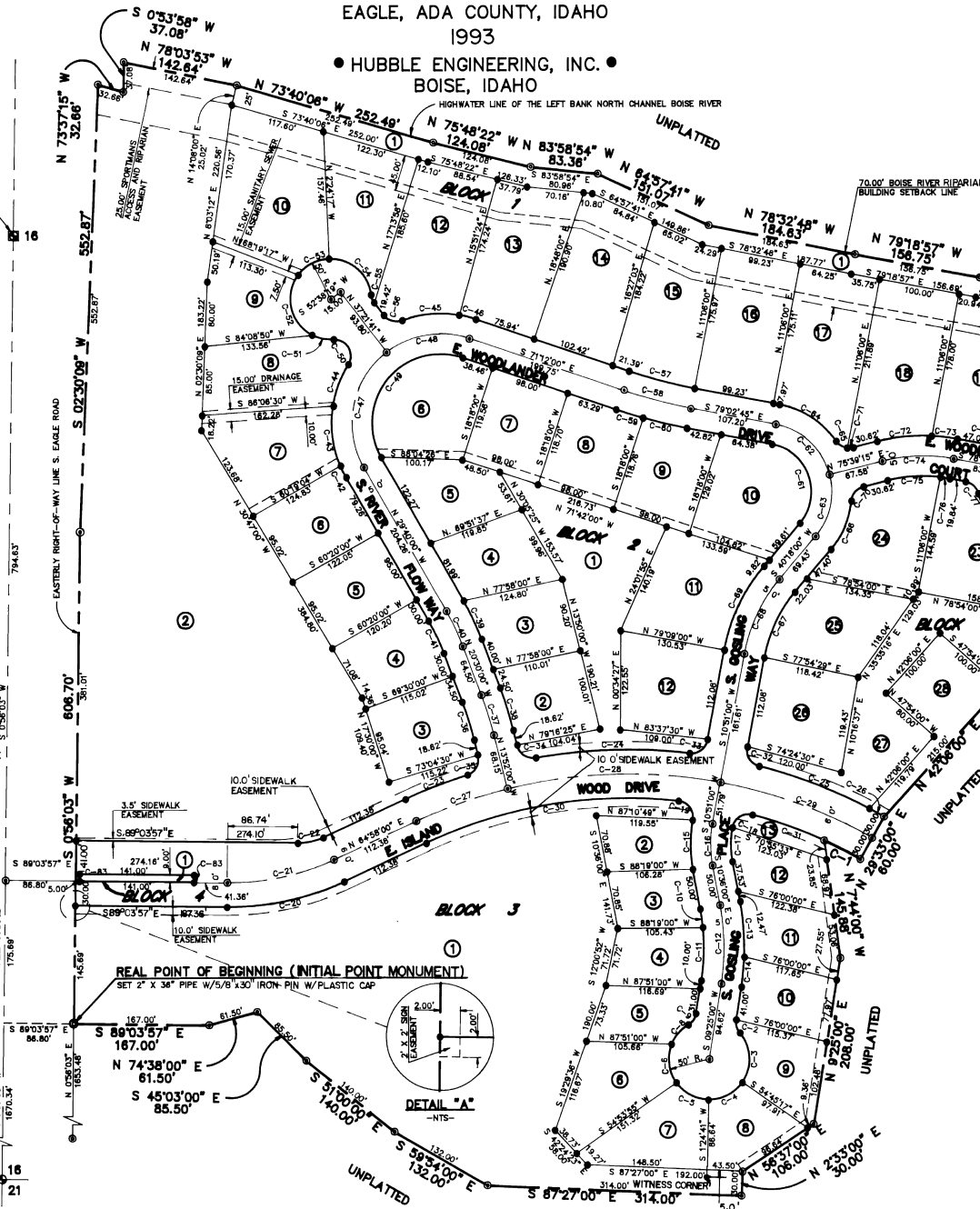
- SET 5/8" x 30" IRON PIN W/PLASTIC CAP
- SET 1/2" x 24" IRON PIN W/PLASTIC CAP
- FOUND 5/8" IRON PIN
- PROPERTY BOUNDARY
- - - RIGHT-OF-WAY LINE
- CENTERLINE
- PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT 10' FROM PROPERTY LINE, LOT LINE OR EASEMENT LINE, EXCEPT AS NOTED.
- ① LOT LINE
- ② LOT NUMBER

NOTES:

- 1) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
- 2) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, DRAINAGE, IRRIGATION AND EAGLE CITY STREET LIGHT EASEMENT.
- 3) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- 4) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- 5) EACH SIDE OF COMMON LOT LINES HAVE A FIVE (5) FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE SHOWN, AND ARE OWNED AND MAINTAINED BY ISLAND WOODS SUBDIVISION HOMEOWNERS ASSOCIATION. LOT 2, BLOCK 1 IS THE ONLY LOT OF THE FOREMENTIONED LOTS THAT IS ALSO SUBJECT TO A BLANNET SANITARY SEWER EASEMENT.
- 6) LOT 26, BLOCK 1 IS HEREBY DESIGNATED AS A DOMESTIC WATER SUPPLY WELL LOT.
- 7) LOT 1, 2 & 27, BLOCK 1, LOT 1, BLOCK 2, LOT 1 & 13, BLOCK 3 AND LOT 1, BLOCK 4, ARE HEREBY DESIGNATED AS COMMON LANDSCAPE AND RECREATION LOTS AND AS PEDESTRIAN WALKWAY, PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT, AND ARE OWNED AND MAINTAINED BY ISLAND WOODS SUBDIVISION HOMEOWNERS ASSOCIATION. LOT 2, BLOCK 1 IS THE ONLY LOT OF THE FOREMENTIONED LOTS THAT IS ALSO SUBJECT TO A BLANNET SANITARY SEWER EASEMENT.
- 8) LOT 26, BLOCK 1 IS HEREBY DESIGNATED AS A DOMESTIC WATER SUPPLY WELL LOT.
- 9) SURVEY DATA WAS COMPILED FROM THE FOLLOWING RECORD OF SURVEYS: EAGLE ISLAND SURVEY, ROS NO. 1891, BOOK G, PAGE 1719; EAGLE ISLAND TAVERN PROPERTY SURVEY, ROS NO. 1736, BOOK G, PAGE 1763 AND EAGLE ISLAND ACCRETION PROPERTY SURVEY, ROS NO. 2330. ALL AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO BY HUBBLE ENGINEERING, INC.
- 10) NO RESIDENTIAL DWELLING FOUNDATION MAY BE CONSTRUCTED WITHIN THE BOISE RIVER RIPARIAN SETBACK, EXCEPT FOR THE CONSTRUCTION OF A SPORTSMAN'S ACCESS PATH. THE QUALITY OF RIPARIAN HABITAT SHALL BE PRESERVED WITHIN THE SPORTSMAN'S ACCESS EASEMENT.
- 11) IMPROVEMENTS IN THIS SUBDIVISION ARE SUBJECT TO THE REQUIREMENTS OF THE UNIFORM BUILDING CODE (UBC) AS REGULATED BY THE CITY OF EAGLE.
- 12) COMMERCIAL, AGRICULTURAL AND EMERGENCY VEHICLES WILL ACCESS PROPERTIES TO THE EAST VIA ISLAND WOOD DRIVE. NO LOTS SHALL HAVE DIRECT ACCESS TO ISLAND WOOD DRIVE.

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C-1	585.00	47.56187	30.48	28.23	50.41	S 62°55'09" E 54.11
C-2	20.00	49°59'41"	17.45	9.33	16.30	S 18°34'31" E 14.11
C-3	140.00	75°47'00"	56.14	36.34	61.48	S 61°42'00" E 44.11
C-4	80.00	56°09'57"	49.01	28.68	47.07	S 63°19'45" E 34.11
C-5	50.00	39°25'00"	32.14	19.68	29.00	S 61°35'21" E 24.11
C-6	30.00	23°00'00"	19.61	12.37	18.00	S 60°00'00" E 14.11
C-7	50.00	13°29'17"	11.77	5.91	11.74	S 76°50'29" W 10.11
C-8	20.00	45°59'41"	17.45	9.33	16.30	S 18°34'31" E 14.11
C-9	20.00	45°59'41"	17.45	9.33	16.30	S 18°34'31" E 14.11
C-10	254.00	47°40'48"	30.75	10.38	20.74	S 81°15'36" E 16.11
C-11	20.00	49°59'41"	17.45	9.33	16.30	S 18°34'31" E 14.11
C-12	279.00	20°01'00"	97.47	49.24	96.58	S 0°35'30" E 74.11
C-13	304.00	12°01'08"	88.36	34.62	89.86	S 81°52'00" E 74.11
C-14	163.00	21°27'00"	61.25	30.87	60.67	S 0°07'30" W 54.11
C-15	115.00	21°27'00"	48.30	21.40	48.06	S 0°07'30" W 54.11
C-16	80.00	84°34'06"	39.01	21.66	29.35	S 88°06'03" W 24.11
C-17	254.00	34°47'06"	41.69	14.69	29.35	S 86°56'03" W 24.11
C-18	330.00	25°58'03"	149.56	76.09	148.29	S 77°57'02" W 104.11
C-19	300.00	28°58'03"	135.39	68.59	135.39	S 77°57'02" W 104.11
C-20	645.00	7°11'45"	81.01	40.56	80.39	S 68°33'49" W 64.11
C-21	645.00	12°54'09"	143.29	72.33	144.94	S 68°43'38" W 64.11
C-22	645.00	17°40'39"	188.08	102.68	188.08	S 61°33'46" W 64.11
C-23	615.00	24°43'00"	285.30	134.75	283.25	S 58°29'30" W 64.11
C-24	300.00	34°47'06"	41.69	14.69	29.35	S 86°56'03" W 24.11
C-25	485.00	31°18'54"	319.73	163.97	315.77	S 80°37'27" W 64.11
C-26	585.00	28°11'36"	393.87	47.09	393.77	S 81°52'00" E 74.11
C-27	20.00	49°59'41"	17.45	9.33	16.30	S 18°34'31" E 14.11
C-28	21.13	86°01'45"	31.72	19.71	26.83	S 59°14'53" E 14.11
C-29	21.13	86°01'45"	31.72	19.71	26.83	S 59°14'53" E 14.11
C-30	21.13	86°01'45"	31.72	19.71	26.83	S 59°14'53" E 14.11
C-31	21.13	86°01'45"	31.72	19.71	26.83	S 59°14'53" E 14.11
C-32	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-33	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-34	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-35	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-36	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-37	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-38	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-39	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-40	425.00	6°38'00"	49.20	24.63	49.18	S 71°11'00" W 44.11
C-41	275.00	9°10'00"	44.00	22.05	43.95	S 85°35'55" W 34.11

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C-42	135.00	06°42'41"	15.81	7.92	15.80	S 26°18'39" E 14.11
C-43	135.00	31°54'31"	75.18	38.59	74.22	S 07°50'03" W 54.11
C-44	135.00	23°26'23"	55.24	28.01	54.85	S 20°47'59" E 44.11
C-45	135.00	30°14'58"	71.27	36.49	70.45	S 84°38'56" E 34.11
C-46	135.00	09°08'04"	21.29	10.67	21.26	S 75°43'02" E 14.11
C-47	110.00	82°18'19"	158.01	96.14	144.77	N 11°29'10" E 74.11
C-48	110.00	56°09'41"	107.82	58.69	103.56	N 80°43'10" E 74.11
C-49	85.00	138°28'00"	205.42	224.16	158.96	N 39°34'00" E 74.11
C-50	20.00	126°15'47"	44.07	39.48	35.68	N 30°44'58" W 14.11
C-51	50.00	31°22'12"	27.38	14.04	27.03	N 78°11'56" W 14.11
C-52	50.00	99°05'00"	86.47	58.63	76.09	N 12°57'29" W 14.11
C-53	50.00	126°15'47"	44.07	39.48	35.68	N 30°44'58" W 14.11
C-54	50.00	86°02'46"	75.09	46.66	68.23	S 49°22'54" E 14.11
C-55	20.00	31°09'10"	10.82	5.55	10.69	S 21°51'36" E 14.11
C-56	60.00	73°02'25"	25.58	14.83	29.83	S 72°58'22" E 14.11
C-57	610.74	07°50'45"	83.63	41.88	83.57	S 75°07'22" E 74.11
C-58	635.74	07°53'45"	87.06	43.60	86.99	S 75°07'22" E 74.11
C-59	660.74	04°50'05"	55.75	27.89	55.74	S 76°37'42" E 74.11
C-60	60.00	119°23'45"	124.98	102.57	103.98	S 19°22'22" E 74.11
C-61	85.00	64°42'00"	95.98	53.84	90.37	S 46°41'45" E 74.11
C-62	85.00	54°38'45"	81.07	43.91	78.03	S 21°58'37" W 74.11
C-63	110.00	44°26'52"	85.33	44.94	83.21	S 56°49'19" E 74.11
C-64	110.00	27°05'04"	16.48	8.70	15.96	S 88°36'55" E 74.11
C-65	110.00	34°23'37"	66.03	34.04	65.04	N 23°05'12" W 74.11
C-66	175.00	29°27'00"	89.25	45.99	88.96	S 25°34'30" W 74.11
C-67	200.00	29°27'00"	109.89	56.65	101.27	S 25°34'30" W 74.11
C-68	225.00	29°27'00"	115.65	59.13	114.38	S 25°34'30" W 74.11
C-69	250.00	29°27'00"	121.41	61.61	120.13	S 25°34'30" W 74.11
C-70	20.00	69°44'52"	24.35	13.94	22.87	N 49°46'49" E 14.11
C-71	20.00	69°44'52"	24.35	13.94	22.87	N 49°46'49" E 14.11
C-72	225.00	17°16'49"	67.86	34.19	67.60	N 84°17'39" E 74.11
C-73	225.00	08°09'56"	32.07	16.06	32.04	S 82°58'58" E 74.11
C-74	200.00	08°26'45"	38.82	19.62	38.89	S 82°58'58" E 74.11
C-75	175.00	21°32'36"	65.80	33.29	65.41	N 86°25'33" E 74.11
C-76	175.00	03°54'09"	11.92	5.96	11.92	S 80°51'05" E 74.11
C-77	20.00	34°54'55"	13.47	6.88	13.47	S 86°58'18" E 74.11
C-78	50.00	86°56'20"	75.87	47.40	68.80	S 57°44'47" E 74.11
C-79	50.00	67°46'48"	59.15	33.99	55.76	N 44°53'39" E 74.11
C-80	50.00	34°54'55"	13.47	6.88	13.47	S 86°58'18" E 74.11
C-81	50.00	72°30'13"	63.27	38.66	59.13	N 60°59'46" W 74.11
C-82	20.00	31°00'10"	10.82	5.55	10.69	S 85°35'55" W 34.11
C-83	4.50	180°00'00"	14.14		9.00	S 05°56'53" W 14.11



E. DON HUBBLE, P.E. NO. 3555

DEVELOPER:
B.W. INC.
BOISE, IDAHO

ISLAND WOODS SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT B.W. INC. IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

This document

A PARCEL OF LAND, AND PORTIONS OF THE NORTHEASTERLY BOUNDARY OF GOVERNMENT LOT 5 AND PORTIONS OF THE SAID GOVERNMENT LOT 5 AND GOVERNMENT LOT 8 AND THE N1/2 OF THE SW1/4 AND ALL IN SECTION 16, T.4N., R.1E., B.M., EAGLE, ADA COUNTY, IDAHO, IS HEREBY PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 17, 20, AND 21, AND THE SAID SECTION 16; THENCE NORTH 0°56'03" EAST 2,640.66 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID SW1/4 OF SECTION 16, WHICH IS ALSO THE CENTERLINE OF N. EAGLE ROAD, TO AN ALUMINUM CAP MARKING THE ONE-QUARTER CORNER COMMON TO SECTIONS 17 AND 16; THENCE SOUTH 0°56'03" WEST 970.32 FEET ALONG THE SAID WESTERLY BOUNDARY OF THE SW1/4 OF SECTION 16 TO A POINT; THENCE SOUTH 89°03'57" EAST 86.80 FEET TO A 2-INCH PIPE ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SAID N. EAGLE ROAD, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING (INITIAL POINT); THENCE ALONG THE FOLLOWING COURSES AND DISTANCES TO IRON PINS: CONTINUING SOUTH 89°03'57" EAST 167.00 FEET; THENCE NORTH 74°38'00" EAST 61.50 FEET; THENCE SOUTH 45°03'00" EAST 85.50 FEET; THENCE SOUTH 51°00'00" EAST 140.00 FEET; THENCE SOUTH 59°54'00" EAST 132.00 FEET; THENCE SOUTH 87°27'00" EAST 314.00 FEET; THENCE NORTH 2°33'00" EAST 30.00 FEET; THENCE NORTH 56°37'00" EAST 106.00 FEET; THENCE NORTH 9°25'00" EAST 208.00 FEET; THENCE NORTH 7°44'00" WEST 145.88 FEET TO A POINT OF BEGINNING OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 50.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 4°56'18", A RADIUS OF 585.00 FEET, TANGENTS OF 25.23 FEET AND A LONG CHORD OF 50.41 FEET BEARING SOUTH 62°55'09" EAST TO A POINT OF ENDING OF CURVE; THENCE NORTH 29°33'00" EAST 60.00 FEET; THENCE NORTH 42°06'00" EAST 326.92 FEET; THENCE NORTH 49°15'09" EAST 80.28 FEET; THENCE NORTH 30°40'47" EAST 358.14 FEET TO A POINT ON THE APPROXIMATE HIGHWATER LINE OF THE LEFT BANK OF THE NORTH CHANNEL OF THE BOISE RIVER; THENCE ALONG THE SAID APPROXIMATE HIGHWATER LINE OF THE LEFT BANK OF THE NORTH CHANNEL OF THE BOISE RIVER THE FOLLOWING COURSES AND DISTANCES: NORTH 69°00'44" WEST 32.38 FEET; THENCE NORTH 62°04'29" WEST 27.60 FEET; THENCE NORTH 87°50'15" WEST 28.74 FEET; THENCE NORTH 85°15'05" WEST 135.80 FEET; THENCE NORTH 78°20'38" WEST 126.21 FEET; THENCE NORTH 79°18'57" WEST 156.75 FEET; THENCE NORTH 78°32'48" WEST 184.63 FEET; THENCE NORTH 64°57'41" WEST 151.07 FEET; THENCE NORTH 83°58'54" WEST 83.36 FEET; THENCE NORTH 75°48'22" WEST 124.08 FEET; THENCE NORTH 73°40'06" WEST 252.49 FEET; THENCE NORTH 78°03'53" WEST 142.64 FEET TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE OF N. EAGLE ROAD; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF N. EAGLE ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 0°53'58" WEST 37.08 FEET; THENCE NORTH 73°37'15" WEST 32.66 FEET; THENCE SOUTH 2°30'09" WEST 552.87 FEET TO A SET 5/8" x 30" IRON PIN; THENCE SOUTH 0°56'03" WEST 606.70 FEET TO THE POINT OF BEGINNING, COMPRISING 30.51 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES, AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE LOTS WITHIN THIS SUBDIVISION PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE ISLAND WOODS SUBDIVISION NON-PROFIT WATER CORPORATION'S WATER SYSTEM, AND THE ISLAND WOODS SUBDIVISION NON-PROFIT WATER CORPORATION HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 25th DAY OF September, 1992.

B.W., INC., AN IDAHO CORPORATION.

Dennis M. Baker
DENNIS M. BAKER
PRESIDENT
B.W., INC.



ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 25th DAY OF September, 1992, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DENNIS M. BAKER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF B.W. INC., AN IDAHO CORPORATION, THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO
11/8/92
MY BOND EXPIRES

INSTRUMENT NUMBER 9310780

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Hubble Engineers AT 44 MINUTES PAST 3 O'CLOCK P.M., ON THIS 11th DAY OF February, 1993, IN BOOK 62 OF PLATS AT PAGES 6148 AND 6149.

[Signature]
DEPUTY

[Signature]
EX-OFFICIO RECORDER
Feb 11 93

CERTIFICATE OF SURVEYOR

I, E. DON HUBBLE, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

E. DON HUBBLE
IDAHO NO. 3555

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 26th DAY OF October, 1992.

[Signature]
CHAIRMAN ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

[Signature] 11/3/92
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

[Signature]
CITY ENGINEER
1.15.93

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 24 DAY OF May, 1992, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

[Signature]
CITY CLERK, EAGLE, IDAHO

APPROVAL OF COUNTY SURVEYOR

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

COUNTY SURVEYOR
[Signature]

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

3 11 92
DATE
[Signature]
COUNTY TREASURER
[Signature]
Deputy Treasurer

PART OF ORIGINAL
TOO POOR TO COPY

9318603

ADA COUNTY, ID. FOR
J. DAVID NABARRO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ISLAND WOODS SUBDIVISION NO. 1

BY K. K. K.
B 186.00

'93 MAR 15 PM 1 43

* * * * *

THIS DECLARATION is made on the date hereinafter set forth by B.W., INC., an Idaho corporation, hereafter referred to as "Declarant".

1521000122

W I T N E S S E T H

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

ISLAND WOODS SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book 62 of Plats at Pages 6148 and 6149, as Instrument No. 9310780, recorded on the 11th day of February, 1993, records of Ada County, Idaho, as modified by Record of Survey No. 2396, recorded as Instrument No. 931341, records of Ada County, Idaho; and

INDEXED

WHEREAS, Declarant desires to subject the above described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent Owners as hereinafter specified, and will convey the properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to the Master Association, and/or a Local Association, whichever is appropriate in the context.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by an Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Master Association at the time of the conveyance of the first Lot is described as follows:

Lot 2, Block 1, Lot 27, Block 1, Lot 1, Block 2, Lot 1, Block 3, Lot 13, Block 3, Lot 1, Block 4 of ISLAND WOODS SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book 62 of Plats at Pages 6148 and 6149, as Instrument No. 9310780, recorded on the 11th day of February, 1993, records of Ada County, State of Idaho.

Section 4. "DOMESTIC WATER SUPPLY WELL LOT" shall mean all real property and improvements thereon and all main lines and service lines by which domestic water is delivered to each Lot, owned by the Master Association for the purpose of providing a domestic water supply to the Owners. The domestic water supply Lot to be owned by the Master Association at the time of the conveyance of the first Lot is described as follows:

Lot 28, Block 1 of ISLAND WOODS SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book 62 of Plats at Pages 6148 and 6149, as Instrument No. 9310780, recorded on the 11th day of February, 1993, records of Ada County, State of Idaho.

Section 5. "GREENBELT LOT" shall mean all real property and improvements thereon owned by the Master Association for the common use and enjoyment of the owners and members of the public. The Greenbelt Lot to be owned by the Master Association at the time of the conveyance of the first lot is described as follows:

Lot 1, Block 1 of ISLAND WOODS SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book 62 of Plats at Pages 6148 and 6149, as Instrument No. 9310780, recorded on the 11th day of February, 1993, records of Ada County, State of Idaho.

Section 6. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of the Common Areas and Domestic Water Well Lot, and Greenbelt Lot.

Section 7. "LOCAL ASSOCIATION" shall mean and refer to any profit or not for profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established by Declarant pursuant to the terms of this declaration or a supplemental declaration.

Section 8. "MASTER ASSOCIATION" shall mean and refer to Island Woods Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "DECLARANT" shall mean and refer to B.W., Inc., an Idaho corporation, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 11. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 12. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 13. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 14. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any mortgage, as mortgage is defined in Section 13.

Section 15. "FIRST MORTGAGEE" shall mean any Mortgagee, as defined in Section 14, possessing a lien on any Dwelling Unit first and prior to any other Mortgage, as that term is defined in Section 13.

Section 16. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 17. "WATERWAY" or "WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slew, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the properties and which is included within or managed as Common Area.

ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of an Association to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or facility situated upon the Common Area.
- B. The right of an Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of an Association to limit the number of members permitted to use the Common Area.
- D. The right of an Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The rights of an Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien thereagainst; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.

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F. The right of an Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

G. The right of the Directors of an Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

ARTICLE III: MASTER ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership 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. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the subdivision.

Section 2. Voting Rights: The Master Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2003.

Section 3. Assessments:

- A. Creation of 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 to the Master Association:
 1. Regular annual or other regular periodic assessments or charges; and
 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 interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied by the Master Association shall be used exclusively for the purpose of promoting the recreation, health, safety and

welfare of the residents in said property and Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and if appropriate thereon, the Domestic Water Supply Well Lot and improvements including, without being limited thereto, the payment of taxes, domestic water and sewage charges, consulting fees and insurance on all or any part of said properties, improvement and maintenance of the Common Area, Domestic Water Supply Well Lot and Greenbelt Lot and improvements and to pay irrigation water assessments, if any.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$720.00.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above.

2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Master Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$500.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Master 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, reconstruction, repair or replacement

of a capital improvement upon the Common Area or Domestic Water Supply Well Lot, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Master Association shall determine.

- F. Notice and Quorum for Any Action Authorized Under Sections 3C and 3D: Written notice of any meeting called for the purpose of taking any action authorized under Section 3C or 3D, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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.
- G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots and may be collected on a monthly basis.
- H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 Master Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Master Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

- I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or 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.
- J. 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 payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- K. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
1. All property expressly dedicated to and accepted by a Local public authority;
 2. The Common Area;
 3. All other properties owned by the Declarant or an Association;
 4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;
 5. The Domestic Water Supply Well Lot; and
 6. The Greenbelt Lot.

ARTICLE IV. LOCAL ASSOCIATIONS

Section 1. Creation by Declarant: Declarant may create Local Associations as profit or nonprofit corporations under the laws of the State of Idaho or may create such Local Associations as any unincorporated entity which Declarant deems appropriate. Declarant may, in its discretion, create a Local Association by

means of a Supplemental Declaration, or create such an Association by means of separate instruments.

Section 2. Management, Powers and Duties: Each Local Association shall be managed in the same manner specified in the applicable Supplemental Declaration or other instrument and/or in the Articles of Incorporation and the Bylaws of the Local Association, shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting fees and insurance premiums as are provided for herein for the Master Association, except as modified herein or by a Supplemental Declaration. The board members, officers, managers and Declarant shall be free of personal liability as to the Local Association in the same manner as described herein with respect to the Master Association.

Section 3. Membership: Where a Local Association is created, the members thereof shall be all the Owners of Lots, including Declarant, while it remains an owner, in the respective properties designated in the applicable Supplemental Declaration or other instrument. Memberships may be transferred only as provided for memberships in the Master Association.

Section 4. Voting Rights: Each Local Association shall have two classes of voting memberships:

Class A: Class A members shall be all Owners of Lots in the properties covered by the Local Association, with the exception of the Declarant, and shall be entitled to one 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 determined, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B members shall be the Declarant and shall be entitled to three votes for each Lot owned in the properties covered by the Local Association. Class B memberships shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs first:

- A. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B memberships; or
- B. On July 1, 2003

ARTICLE V. DOMESTIC WATER SUPPLY SYSTEM

Section 1. Domestic Water Supply: Each lot shall have access to a domestic water supply system, which system shall supply to each lot domestic water at a quantity sufficient to meet the reasonably anticipated needs of a single family residential dwelling unit, subject to the Association's right to collect reasonable fees therefore. Any Owners use of the domestic water supply shall constitute an agreement to pay the charges therefore. Should any Owner fail to pay the charges for his water use, the Association or entity to whom Association transfers the domestic water supply system, shall have the right, after reasonable notice, to terminate water service to such defaulting Owner. The Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner.

Section 2. Conveyance of Water Supply Well Lot: The Association shall have the right, at its sole discretion, to transfer or convey the domestic water supply system and the Domestic Water Supply Well Lot and all improvements thereon to the City of Eagle, Idaho, or a public utility company at any time, upon such terms and conditions as may be agreed to by the Board of Directors. In the event of such a transfer or conveyance, the Association shall reimburse Declarant the costs Declarant incurred in the design, installation, and construction of the Domestic Water Supply System or shall remit to Declarant the consideration received by the Association in connection with its transfer or conveyance, whichever is less.

Section 3. Operation of the Domestic Water Supply System: The domestic water supply system shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated by any governmental entity having jurisdiction thereof. All wells supplying water to the Domestic Water Supply System shall be carefully monitored and in the event any contamination is detected in said water, appropriate action shall be taken for the treatment thereof. The Association and any entity to whom the water supply system may be transferred shall be permitted, and is encouraged, to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the domestic water supply system.

ARTICLE VI. GREENBELT LOT

Section 1. Greenbelt Lot as Common Area: The Greenbelt Lot shall, for all purposes as are contained in this declaration, be treated as if it were a part of the Common Area, subject, however, to the following special provisions:

- A. Public access to, over and across the Greenbelt Lot shall not be prevented at any time. It is understood that the members of the public shall have a perpetual easement for the use and enjoyment of the Greenbelt Lot for so long as the said Greenbelt Lot shall be owned by the Master Association or its successors.
- B. Notwithstanding the provisions of Article II, Section 1, paragraphs E and F, the Board of Directors of the Master Association may, at the request of the City of Eagle, Idaho, dedicate or transfer all or any part of the Greenbelt Lot to the City of Eagle for such purposes and subject to such conditions as may be agreed to by the Board of Directors.
- C. Except for the construction of any sportsman's access path, the quality of riparian habitat shall be maintained within the Greenbelt Lot.

ARTICLE VII. EASEMENTS

Section 1. Future Easements: An Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: The Declarant and any Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties, the Common Area and the Domestic Water Supply Well Lot, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter

fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

Section 4. Waterway Easements: Declarant hereby reserves for the benefit of the Master Association an easement for all waterways and related pipes, pumps and other equipment over, across and under all Lots and Common Areas to the extent reasonably required to maintain any Water-way system installed by Declarant on the properties. Declarant reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable.

ARTICLE VIII: MAINTENANCE RESPONSIBILITY

The Association designated in this Declaration and any Supplemental Declaration shall provide maintenance to and be responsible for the Common Areas and improvements thereon, including any Association-owned street lights, the Domestic Water Supply Well Lot, the Greenbelt Lot, all drainage facilities and any Waterway which may be located upon a Lot. The Declarant shall provide for such maintenance until such time as the designated association is formed and funded. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit, except any perimeter fence which may be constructed around the properties, the maintenance of which shall be done by the designated Association. The designated Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction.

ARTICLE IX: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the properties and shall be for the benefit of and limitations upon all

present and future Owners of said property, or of any interest therein:

- A. Lot Use: No Lot, with the exception of the Common Area, Greenbelt Lot and Domestic Water Supply Well Lot, shall be used except for single-family residential purpose. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of a Dwelling Unit as permitted herein within two (2) years after the date of the first conveyance of a Lot to an Owner by Declarant.
- B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except that two dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings.
- C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.
- D. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion.
- E. Outbuildings: 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 said properties.

- F. Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public ways or Common Area adjacent thereto, except under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Board of Directors of the Master Association, which discretion may not be challenged for having been exercised unreasonably. All other parking of equipment shall be prohibited, except as approved in writing by the Board of Directions of the Master Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.
- G. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways 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 limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement.
- H. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- I. Sewer Restrictions: All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit 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. All recorded Lots within this subdivision shall be subject to and restricted by the following recorded subdivision covenants:

1. A monthly sewer charge must be paid after connecting to the Eagle Sewer District public sewer system, according to the ordinances and laws of Eagle Sewer District.
 2. Owner shall submit to inspection by the Eagle Sewer District whenever a subdivided Lot is to be connected to the sewage system constructed and installed on and within its property.
 3. The applicant/owner of this subdivision or Lot or Lots therein shall and hereby does vest in Eagle Sewer District 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.
- J. Landscaping: Within thirty (30) days after occupancy of the Dwelling Unit located thereon, each Lot shall have rolled (sod) lawns, fully automatic underground sprinklers, two (2) deciduous trees at least two and one half inches (2 1/2") in diameter, three (3) conifer trees at least six (6) feet tall and twenty (20) shrubs or bushes as approved by the Architectural Control Committee. A landscape plan shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work. During construction of the Dwelling Unit, there shall be installed in the front yard within ten feet (10') of the front boundary line, a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts.
- K. Fences: Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Architectural Control Committee, which discretion may not be challenged for having been exercised unreasonably. It is Declarant's desire to maintain an open, spacious, natural appearance within the subdivision. Toward that end, any fences which may be permitted must be kept to a minimum size, consistent with the purpose requiring the fence, and, where possible, trees, shrubs, and hedges should be used in lieu of fencing and to screen hard surfaces and other non-aesthetic areas.

- L. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.
- M. Mail Boxes: All mail boxes will be of consistent design, material and coloration and shall be located on or adjoining building Lot lines and places designated by or Declarant or the Architectural Control Committee.
- N. Use of Chemicals: Under no circumstances shall fertilizers, pesticides, herbicides or other chemicals be placed in, or allowed to flow into any Common Area or Waterway.

ARTICLE X. BUILDING RESTRICTIONS

Section 1. Building Restrictions: With the exception of Common Area Lots and Domestic Water Supply Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, containing a minimum [With the exception of common area Lots and Domestic Water Supply Lots] of 1500 square feet of interior living space and may not exceed thirty feet (30') in height, and a private garage for two (2) or more motor vehicles. Each dwelling unit may not be occupied by more than one (1) family.

Section 2. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot. Furthermore, no residential dwelling foundation may be constructed within the Boise River Riparian setback area as shown on the plat for Island Woods Subdivision No. 1.

Section 3. Construction Requirements: Each Dwelling Unit may have wood siding (redwood, cedar or spruce which may be stained or painted) or a combination of wood, stone, manufactured or synthetic stone, stucco, masonry or masonite true lap siding with ten inch or less lap. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of wood shake shingles, architectural asphalt shingles (as may be approved by the Architectural Control Committee) or tile with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All windows shall be of the anodized type or better (no raw aluminum frames). All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the Unit to within one foot of the top cap. Each Dwelling Unit must have at least two exterior lights

illuminating the garage door openings and one exterior light for the front entryway(s).

Section 4. Building Elevations: All Dwelling Units shall be designed and constructed so that the finished floor level of the interior living area of such Dwelling Unit is at least one foot above the 100 year flood plain level of the Boise River, or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho.

ARTICLE XI. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Board of Directors of the Master Association. The Board of Directors of the Master Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with

the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Two complete sets of plans and specifications; and
- B. Manufacture's color samples for all exterior colors, including colors for siding, trim, roof coverings and masonry.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Waivers: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold

approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 7. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Master Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 8. Certification by Secretary: The records of the Secretary of the Master Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Master Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Master Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Master Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 9. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

Section 10. Local Architectural Control Committee: The Declarant may, at its option, create a Local Architectural Control Committee for the property designated by a Supplemental Declaration. Upon its formation, all proposals, plans and specifications for improvements within the designated property requiring approval of the Architectural Control Committee described above must be submitted to the Local Architectural Control Committee for approval, rather than being submitted to the Architectural Control Committee. Thus, all proposals, plans and specifications for improvements require the approval of either the Architectural Control Committee or the Local Architectural Control Committee, if such has been created, but not both such committees. Each provision of this Article XI shall apply to the Local Architectural Control Committee as if it were the Architectural Control Committee and to the Local Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article XI.

ARTICLE XII: INSURANCE AND BOND

Section 1. Types of Insurance: An Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of an Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as an Association may deem appropriate from time to time.

An Association may secure and maintain at all times the following insurance and bond coverage:

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. All Associations must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the common areas, waterways, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage

investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

- C. An Association may obtain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- D. The following additional provisions shall apply with respect to insurance:
1. Insurance secured and maintained by an Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
 2. Each policy of insurance obtained by an Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
 3. All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
 4. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.
- E. All Associations shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

- F. An Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

ARTICLE XIII: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIV: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

- A. All Associations shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
- B. The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.

- C. Any management agreement for the properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- D. Any lien which an Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

- E. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:
 1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)

 2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

 3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

 4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

 5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.
7. Terminate professional management and assume self-management of the properties.

ARTICLE XV: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex the real property described in Exhibit A attached hereto, or any portion thereof, into the project 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 XV.

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.

Section 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 Ada 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.

ARTICLE XVI: GENERAL PROVISIONS

Section 1. Enforcement: The Master Association or the applicable Local Association or any Owner or the owner of any recorded mortgage upon any part of said property, 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 an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

Section 5. Riparian Habitat: No Dwelling Unit foundation may be constructed within the Boise River Riparian Setback as shown on the plat of Island Woods Subdivision No. 1.

Section 6. Present and Future Use of Island Wood Drive: Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to acknowledge that the roadway designated as Island Wood Drive on the plat of Island Woods Subdivision No. 1 serves only residential side streets and that no private drive or Lot will front on or have direct access to the said roadway. Each Owner further acknowledges that Declarant has granted the perpetual right of use and access over the said roadway to the Pioneer Irrigation District consistent with the District's historic rights of ingress and egress, including the right to move such necessary heavy equipment as may be used by the District from time to time for the purpose of ingress and egress to and from a certain dam and water diversion structure located on the Boise River owned, operated and maintained by the District. Each Owner further acknowledges that Declarant has granted the perpetual right of use and access over the said roadway by the present and future owners of the property described in exhibit "B", attached hereto, for the current agricultural and commercial uses, and any future residential or other lawful use.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this ___ day of _____, 1993.

DECLARANT:

B.W., Inc.

By 

President

ADA COUNTY RECORDER
LEON NAVARRO
BOISE ID

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

1649001163

OF ISLAND WOODS SUBDIVISION #98000015 PM 2 32

FILED 12/22/98 BY K Larson REQUEST OF

This Amendment to Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by B. W. Inc., an Idaho Corporation, (hereinafter referred to as B. W.), Frank Scharfen and Sharon A. Scharfen, husband and wife (hereinafter referred to as Scharfen), Ron Green Builders, Inc., an Idaho Corporation, (hereinafter referred to as Green), Stanley G. Stinson and Rebecca Stinson, husband and wife (hereinafter referred to as Stinson), John F. Buchan Company of Idaho, an Idaho Corporation, aka John F. Buchan Company (hereinafter referred to as Buchan) all of whom are hereinafter collectively referred to as "Declarants".

WITNESSETH

WHEREAS, B. W. Inc. has heretofore filed of record the Declaration of Covenants, Conditions and Restrictions of Island Woods Subdivision No. 1, which Declaration was recorded on March 15, 1993, as Instrument No. 9318603, records of Ada County, Idaho (hereinafter the "Declaration"); and

WHEREAS pursuant to the Declaration, any provision thereof may be amended by an instrument signed by members of the Association entitled to cast not less than 66 2/3 percent of the votes of membership; and

WHEREAS, B. W. owns fifteen lots in said subdivision and is

entitled to three votes for each lot owned; and

WHEREAS, Scharfen owns three lots in said subdivision and is entitled to one vote for each lot owned; and

WHEREAS, Green owns one lot in said subdivision and is entitled to one vote for each lot owned; and

WHEREAS, Stinson owns one lot in said subdivision and is entitled to one vote for each lot owned; and

WHEREAS, Buchan owns two lots in said subdivision and is entitled to one vote for each lot owned; and

WHEREAS, Declarants herein are entitled to cast more than 66 and 2/3 percent of the votes of membership, which satisfies the requirement in order to amend said declaration;

NOW, THEREFORE, Article X, Section 1, of the said Declaration is hereby amended in its entirety to read as follows: "SECTION 1. Building Restrictions: with the exception of Common Area Lot and Domestic Water Supply Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than (1) detached single-family dwelling, containing a minimum of one thousand five hundred (1,500) square feet of interior living space and may not exceed thirty four (34) feet in height, and a private garage for two (2) or more vehicles. Each dwelling unit may not be occupied by more than one (1) family."

Except as amended herein, the Declaration shall remain in full force and effect, with no other changes or modifications.

DATED this 28 day of SEPTEMBER, 1993.

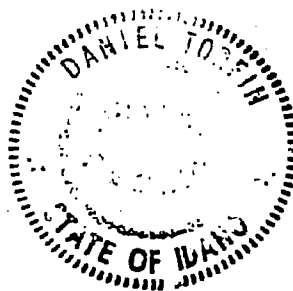
B. W. Inc.

Dennis M. Baker
By: Dennis M. Baker
President

STATE OF IDAHO)
) SS.
County of Ada)

On this 28th day of September 1993, before me, the undersigned Notary Public in and for said State, personally appeared Dennis M. Baker, known or identified to me to be the President of B. W. Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Daniel Toresin
NOTARY PUBLIC, State of Idaho
Residing: Basco, Idaho
My Commission Expires: 11/1/97

Frank Scharfen
Frank Scharfen

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

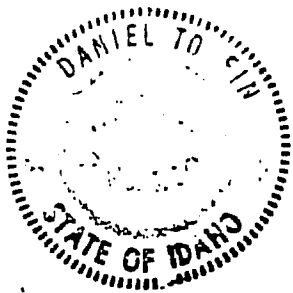
On this 28th day of September, 1993, before me, the undersigned, a notary public in and for said state, personally appeared Frank Scharfen, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

STATE OF IDAHO)
)
) ss.
County of Ada)

On this 22nd day of September, 1993, before me, the undersigned Notary Public in and for said State, personally appeared Ron Green, known or identified to me to be the President of Ron Green Builders, Inc., the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



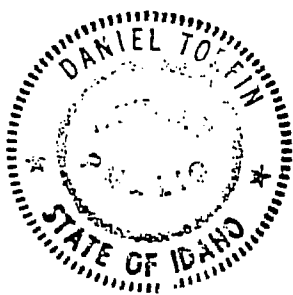
Daniel T. Fin
NOTARY PUBLIC, State of Idaho
Residing: Boise, Idaho
My Commission Expires: 11/8/97

Stanley G. Stinson
Stanley G. Stinson

STATE OF IDAHO)
)
) ss.
COUNTY OF ADA)

On this 23rd day of September, 1993, before me, the undersigned, a notary public in and for said state, personally appeared Stanley G. Stinson, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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



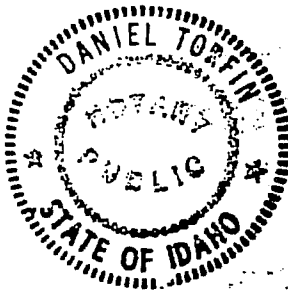
Daniel T. Fin
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 11/8/97

Rebecca Stinson
Rebecca Stinson

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 23rd day of September, 1993, before me, the undersigned, a notary public in and for said state, personally appeared Rebecca Stinson, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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



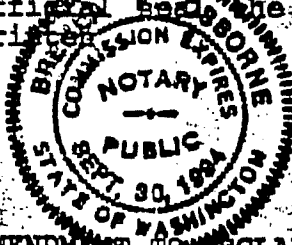
[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 11/8/97
John F. Buchan Company

[Signature]
By: John F. Buchan, President
FRANK BUCCI V.P.

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of September 1993, before me, the undersigned Notary Public in and for said State, personally appeared John F. Buchan, known or identified to me to be the President of John F. Buchan Company, the corporation that executed the within instrument, or the person who executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC State of Idaho
Residing: Billahne
My Commission Expires: 9-30-94

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF ISLAND WOODS SUBDIVISION NO. 1, PAGE 6