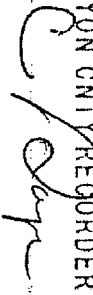


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CANYON CNTY RECORDER

BY *C. M. Senghlin* ap.

REQUEST *Crestwood Development*
TYPE *Master Fee*

**DECLARATION OF ANNEXATION
OF CRESTWOOD ESTATES SUBDIVISION NO. 3**

**TO THAT
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CRESTWOOD ESTATES SUBDIVISION NO. 1**

This Declaration of Annexation is made effective the 12th day of August, 2003, by Crestwood Development LLC, (hereinafter "Grantor" or "Declarant") whose address is 701 S. Allen St., Suite 103, Meridian, Idaho 83642.

ARTICLE 1

**ANNEXATION OF CRESTWOOD ESTATES NO. 3
INTO MASTER CC&R'S FOR CRESTWOOD ESTATES NO. 1**

1.1. Property Annexed; Crestwood Estates No. 3. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded, it will be known as Crestwood Estates Subdivision No. 3. Each Owner, by accepting a deed to any Lot in any Crestwood Estates Subdivision agrees that the Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crestwood Estates Subdivision No. 1 which Declaration was recorded the 15th day of October 2001, in Canyon County, as Instrument No. 200142423 (hereinafter referred to as the "Master CC&R's") and that Annexation of Crestwood Estates No. 2

which was recorded the 19th day of November, 2002 in Canyon County as Instrument No. 200254272. The Master CC&R's and the Declaration of Annexation of No. 2 are incorporated herein as if set forth in full. The real property in Crestwood Estates Subdivision No. 1 and No. 2 is legally described respectively in the Master CC&R's and the Annexation of No. 2.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation shall run with the annexed land described in Exhibit A attached hereto.

1.4 Authority: This Declaration of Annexation is made pursuant to the provisions of the Master CC&R's which provide for this annexation by Declarant, and for annexation of subsequent phases of Crestwood Estates Subdivisions.

1.5 Effect: The effect of this Declaration of Annexation shall be that Crestwood Estates Subdivision No. 1, No. 2 and No. 3 shall be treated as one subdivision. Crestwood Estates No. 3 shall be subject to the Master CC&R's and the terms set out in this Declaration of Annexation as set out herein. All Crestwood Estates Subdivisions together they shall be governed by the Crestwood Estates Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Crestwood Estates Subdivision No. 3 (and the future annexations of Crestwood Estates Subdivisions) shall be subject to all provisions of the Master CC&R's recorded for Crestwood Estates Subdivision No. 1; **Provided, however,** that the provisions in Article 2 of this Declaration of Annexation (set out below) which are specific to the land in Crestwood Estates Subdivision No. 3, shall apply to Crestwood Estates Subdivision No. 3. Other than the provisions specifically set out in Article 2 below which are specific to the Lots in Crestwood Estates Subdivision No. 3, the Master CC&R's govern. The Association shall manage all Common Area Lots in all Crestwood Estates Subdivisions as if all were one subdivision.

ARTICLE 2

SPECIFIC COVENANTS, CONDITIONS AND RESTRICTIONS APPLYING TO PROPERTY AND LOTS IN CRESTWOOD ESTATES SUBDIVISION NO. 3

2.1 Association Assessments. All initial Assessments to Crestwood Estates Neighborhood Association, Inc., and all subsequent Assessments for Lots in Crestwood Estates Subdivision No.3 shall be the same Assessments and in the same amounts per Lot as set out in the Master CC&R's; provided, however, no Assessments (whether start-up, transfer or regular) shall be charged to Hubble Homes LLC, or any other builder, who is acting only as a homebuilder and not the ultimate Lot Owner.

2.2 Architectural Control; Building Restrictions. All Improvements shall be constructed only after approval of the Board as set out in the Master CC&R's. The initial address of the Board is 701 S. Allen St., Suite 103, Meridian, Idaho 83642.

2.3 Use and Size of Dwellings. All Building Lots shall be used exclusively for one or two-story single-family homes, and shall be at least 900 square feet in size (excluding eaves, steps, open porches, car ports, garages and patios in the computation of square footage).

2.4 Basements. Basements are prohibited in this subdivision.

2.5 Accessory Structures; Storage Sheds; Patio Covers; Outbuildings. There shall be no metal or wood storage attachments to any home except as approved by the Board.

Storage sheds attached to the residential structure shall be constructed and roofed with the same materials as the residential structure and shall be a similar color.

Patio covers shall be constructed and roofed with the same materials as the residential structure and shall be a similar color. Provided, however, that the Board may approve a different design, color and materials if aesthetically compatible with the residential structure. (A patio cover is not to be considered as an outbuilding.)

Outbuildings shall be limited to one per Lot, and shall be constructed of quality materials, be finished or painted in the same general color as the residential structure and be first approved by the Board.

DECLARATION OF ANNEXATION

CRESTWOOD ESTATES SUBDIVISION NO. 3 (8-19-2003)

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2.6 Setbacks. All setbacks shall comply with the pertinent local government Ordinances; Provided, however, certain Lots may have special easements along the Lot boundary lines which are larger than the local setbacks. These special easements are identified on the plat or described below. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

2.6.1 Special Pressurized Irrigation Easements. The following Lots have special easements reserved for the City of Nampa for the operation and maintenance of pressurized irrigation facilities as shown on the plat:

- A) The EAST eight (8) feet of Lot 9, Block 7;
- B) The EAST eight (8) feet of Lot 7, Block 8;
- C) The SOUTH eight (8) feet of Lot 39, Block 8.
- D) The SOUTH eight (8) feet of Lot 1, Block 9.

2.6.2 Special Storm Drainage Easement. Lot 35, Block 8 has a special storm water drainage easement over the SOUTH eight (8) feet of the Lot as shown on the plat.

2.6.2 Special Power Line Easement. The EASTERN five (5) feet of Lot 33, Block 8 (adjacent to the boundary line of Lot 32, Block 8) has a special easement for the operation, installation and maintenance of underground power line and conduit providing power to the street light contained in Lot 1, Block 10.

2.7 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

2.8 Exterior; Appearance; Colors. The exterior materials and colors of each building and the appearance of the building shall comply with the Architectural Control Guidelines as may be published by and on file with the Board of Directors of Crestwood Neighborhood Association. Approval of all exterior colors, and any future changes to colors or exterior must be first approved by the Board.

2.9 Solar Covenants. The City of Nampa has repealed its Solar Ordinances so no Solar Ordinances or Covenants apply to the Lots in this subdivision.

2.10 Driveways. All Lots shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel.

2.11 Roofs. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials and colors shall be in compliance with the Architectural Control Guidelines published by, and on file with, the Board.

2.12 Business Activity. No building in this Subdivision may be used for any commercial business purposes, manufacturing operations or as a retail business. A "Home Office" business shall be allowed if permitted under the applicable City Ordinances. Any Home Offices, however, shall be subject to the following restrictions:

- A) No signs of any kind shall be allowed on the premises advertising the business,
- B) No commercial vehicles shall be parked in the street,
- C) No more than two "customers" or "clients" visit the Home Office business at any one time and they park in the driveway and not in the street,
- D) No unsafe or unsightly conditions shall be allowed to exist on the premises.

2.13 Landscaping. Landscaping shall comply with the Architectural Control Guidelines published by, and on file with, the Board. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home (weather permitting) and such landscaping shall be the responsibility of each respective Owner of the Lot. Landscaping, at a minimum, shall include:

- A) Sod or hydro-seeding in the front yard;
- B) At least two (2) trees of one inch (1") caliper; ("Caliper" is the diameter of the tree trunk measured 6 inches above the root ball);
- C) At least five (5) one gallon shrubs in the front yard.

The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the house. For Building Lots on corners, the "front yard" shall also include all of the side yard next to the side street from the front Lot line to the rear Lot line.

Grass in the back yard shall be planted, hydro-seeded or sodded under one of the following conditions: A) Within one year of occupancy if the back yard has been enclosed by a Board and City approved fence; or B) Within ninety (90) days of occupancy if the back yard has not been fenced.

2.14 Fences.

2.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to timely maintain, repair and/or replace that portion of the perimeter fence on that Owner's Lot (except as set out below). The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

2.14.2 Fences to be Owned and Maintained by Association. The Association shall own and maintain the following fences:

- A) All fences on or adjacent to: Common Area Lots 19 and 46, Block 8; Lot 7, Block 9; Lot 73, Block 3;
- B) The fence on the north side of Lot 14, Block 7.
- C) The fence on the east side of Lot 7, Block 7.
- D) The fence on the east side of Lots 20, 21, and 22, Block 8.

The Association may, in it's sole discretion, maintain some or all of any other fencing in this subdivision as a Common Area expense. Easements on any adjacent Lot are reserved as necessary for fence maintenance.

2.14.3 Other Owner Fences. Owner fences are prohibited adjacent to any Common Area Lot. Other Owner fences are not required. If a fence is desired, such fence shall comply with the Architectural Control Guidelines and plans for it shall be approved by the Board prior to construction. No chain link fences are allowed.

2.14.4 Distance From Street. No fence shall be constructed on any Lot (including corner Lots) closer to the front Lot line than two (2) feet behind the front edge of the dwelling. For corner Lots, the fence along the side street shall be at least fifteen (15) feet from the back of the sidewalk. (The back of the sidewalk is the side away from the street.)

2.15 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

2.16 Antennae. For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located, where practical, to the rear of the structure and reasonably screened from view of other front and side Lot Owners. The installation plan and the location shall be first reviewed by the Board.

2.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

2.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

2.18.1 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the property or a Lot are a nuisance and absolutely prohibited unless they are fully enclosed in a Board approved structure. Such vehicles may be removed by the Board as a corrective action as provided in Article 9 below.

2.19 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner

permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in the Master CC&R's.

2.20 Unsightly Articles. No unsightly articles or materials, junk, car bodies, disabled vehicles, or any other unsightly property shall be permitted to remain on any Lot so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure. Vacant residential structures shall not be used for storage. The Board may remedy any violations as a corrective action as set out in the Master CC&R's.

2.21 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

2.22 No Unscreened Boats, Campers and Other Vehicles. No operational boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, bicycles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure or other screening as approved by the Board. Notwithstanding anything contained herein, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three consecutive days.

2.23 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run must be screened, placed inside the Lot fences, and approved by the Board.

2.24 Signs. No sign shall be displayed to public view without the approval of the Board except: (A) signs used by Grantor in connection with the development and sale of the Property; (B) signs identifying the development; (C) informational signs by the Board displayed on Common Areas; (D) one sign of less than 6 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and, (E) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

2.25 Additional Easements. In addition to the easements shown on the recorded plat, an easement is further reserved and each Lot shall be subject to an easement five (5) feet on each side of all other Lot lines for installation and maintenance of irrigation and drainage.

2.26 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot, Grantor shall have the right to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

2.27 Water.

2.27.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following:

- A) That such property is in Pioneer Irrigation District ,(hereinafter "District");

- B) That the water in District has not been transferred from this property;
- C) That each Owner of any Lot is subject to all Assessments levied by District, the City of Nampa, or other water supplier and/or the Association;
- D) That each Lot Owner shall be responsible to pay any levies attributable to that Lot by District, the City of Nampa, or other water supplier and/or the Association;
- E) That water Assessments are a lien upon the Lot;
- F) Each Owner or occupant of any Lot specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers, members and directors relating to irrigation water, or the lack of it, or the quantity or quality of it in this subdivision.

2.27.2 Irrigation District Agreements. The Lots in this Subdivision shall be subject to any existing or future recorded agreements or license agreements with the City of Nampa, Pioneer Irrigation District and/or any other Irrigation District regarding this Subdivision, irrigation easements, irrigation water, or other related matters.

2.27.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through the City of Nampa via a pressurized urban irrigation system (PUIS). Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot. The PUIS shall be owned, maintained and operated by the City of Nampa with all operation and maintenance costs billed to Lot Owners. Each Lot Owner shall pay for the costs of maintenance and operation of the PUIS as billed by the City of Nampa.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from the control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

2.27.4 Water Costs. All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual Assessments against each Lot by the City of Nampa or other water

suppliers; or, if the water supplier provides one billing to the Association, then the water costs shall be paid as part of the Association's Assessments to Lot Owners. Each Lot Owner shall pay his or her share of all costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

2.27.5 Water Unreliable. The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; In 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

2.27.6 Rotation. No Lot in this Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this subdivisions agrees to be bound by, and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water set by the Association, the City of Nampa or by the Irrigation District. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, the City or the District result in suspension of the right to use irrigation water.

2.27.7 No Liability For Lack of Water. Neither the City of Nampa, the Association, the District nor the Declarant (or any members, employees, agents, officers or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of, or shortage of, irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, District and Declarant, their agents,

employees, officers Directors, Members and/or shareholders for any loss or damage relating in any respect to the water, or the supply of water.

2.27.8 Extended Season Water. Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) may, if available or provided for, be provided to the subdivision by the City of Nampa and/or other water supplier. No Lot shall have any right to extended season water, and neither Declarant, District or the Association shall have any obligation to provide extended season or supplemental water. Any facilities needed by the City of Nampa, the water supplier, District or Association for this extended season water shall be considered to be part of the PUIS and shall be governed by this Declaration. All costs of extended season or supplemental water (if there is any such water) shall be included as a cost of operation of the PUIS and shall be assessed to the Lots in the subdivision as all other costs are assessed. Extended season water may, or may not, be provided to the subdivision.

2.27.9 WARNING! IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

- A) Educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;
- B) Ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;

- C) Not remove any existing tags or other warning markers from the pressure irrigation risers;
- D) Not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

No Liability for Quality of Water. Neither the City of Nampa, the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

2.28 Lot Grading and Drainage Requirements. Each Lot shall be graded and all landscaping shall be installed such that drainage, storm water and irrigation water will flow away from the foundation of the structure. Each Lot Owner shall maintain the drainage swales or sheet drainage on their Lots as it exists at the time of occupancy. Each Lot Owner shall have the specific duty to maintain proper drainage and the storm water and irrigation water swales as established on their Lot. Any alteration of any similarly established swales by adjacent property Owners shall be reported to the Board.

2.29 Common Areas; No Liability. The Common Area Lots in this subdivision are as follows:

Lot 73	Block 3	Landscape Area; Subject to Storm Drainage Easement;
Lot 1	Block 10	Landscape Buffer Island;
Lot 19	Block 8	Micro-Path Lot and Landscape Area;
Lot 7	Block 9	Micro-Path Lot and Landscape Area;
Lot 46	Block 8	Landscape Buffer Area; Berm; Subject to Storm drainage Easement as set out on the plat.

Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Common Areas by using the Common Areas, specifically agrees that the Declarant, its agents, officers, employees and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Common Areas including, but not limited to, any accidents or bodily injuries which result from the use of the Common Areas, and all claims relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Common Areas specifically assume the risk and waive any and all claims relating to the use of the Common Areas.

2.29.1 Micro-Path Lots and Easement Areas: The Micro-Path Lots identified above are Common Area Lots created for the purpose of maintaining a Micro-Path with a landscaping area. The easement area on each lot shall be landscaped as approved by the City of Nampa. Each lot and easement area shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all Lots in Crestwood Subdivisions. These lots shall be owned and maintained by the Association and such maintenance shall comply with all Nampa City requirements and regulations for Micro-Path easement areas. These Micro-Path easements and the maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Nampa. Motorized vehicles are absolutely prohibited in any Common Areas (except for handicap equipment).

2.29.2 Association Landscape Areas; Water Retention Swale Areas; Maintenance; Nampa Easements. Common Area Lot 46, Block 8 is a landscape area to be owned and maintained by the Association and is, to the extent practical, for the use of all Lot Owners in the Association. The northern portion of this Common Area Lot along N. Glacier Peak Drive is also subject to a blanket storm water drainage easements in favor of the City of Nampa as follows:

A) Nampa Storm Water and Drainage Easement.
The City of Nampa is hereby granted a perpetual easement over and under this Common Area Lot for the installation, maintenance, repair and/or replacement of storm water, drainage, overflow, and drainage/retention facilities where such facilities are located. This easement shall be for access and to retain water (in the swale areas of Lot 46, Block 8),

and construct, install, maintain and replace a storm water and drainage system. The storm drain system also includes the street gutters, drop inlets, storm drainpipes and all related facilities.

B) Drainage Easement Area Restrictions. The Association shall maintain a grass lawn in the drainage easement areas (except the Owner of Lot 35, Block 8 shall maintain the grass on Lot 35) and shall keep the lawn mowed and the area free of trash and debris. No permanent buildings, fences, trees, or structures shall be placed in the floor of any water retention swale areas. Playground equipment and benches and the like may be placed in the water retention areas; provided, however, that if The City of Nampa has to remove or displace any of these items in the swale areas for any maintenance, neither the City of Nampa nor the Highway Department shall have any liability for such removal or displacement. Furthermore, the City shall have no responsibility to repair or replace any items that are disturbed in the easement areas. Landscaping, shrubs, grass and trees may be planted on the slopes of any water retention swale area providing they do not interfere with the easements or interfere with the drainage/retention system.

C) "Heavy" Maintenance of Drainage/Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. The City of Nampa has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the City of Nampa shall decide not to do such "heavy" maintenance, then the Association shall do so.

D) **"Light" Maintenance.** The Association shall provide all "light" maintenance of the drainage/retention and easement areas in the Common Areas as follows: 1) **Inspection.** Association shall inspect the drain system at least monthly. This inspection shall include checking the banks of the retention area for water spots and/or erosion. If found, Association shall have repaired by licensed earthwork contractor. Association shall also inspect the bottom of the retention areas and if clogged with sediment or organics to notify the City of Nampa so heavy maintenance can be performed; 2) **Lawn and Landscape Maintenance.** All grass areas and landscaping shall be watered and fertilized, mowed weekly, and aerated periodically to keep healthy and to help drainage; 3) **Irrigation.** Irrigation shall be applied that will keep the landscaping healthy, but not too heavy to interfere with the operation of the retention and drainage purposes. Over-watering will deteriorate the drainage abilities of the retention areas; 4) **Trash.** Association shall keep all trash out of the easement areas.

E) **Association Failure to Maintain; City of Nampa Remedies.** In the event that City of Nampa determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities, then City of Nampa shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance within a thirty (30) day period. Within that 30 days, the Association may undertake to initiate and conclude all maintenance defects as identified by City of Nampa. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by City of Nampa within the prescribed thirty (30) days, then in that event, City of Nampa may begin to undertake such maintenance. The City of Nampa is hereby granted an irrevocable

license and easement to enter upon any portion of the Common Area to perform such inspection and maintenance of the Common Area identified herein.

Should the City of Nampa engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the City of Nampa shall first bill the Association and if such bill shall not be paid within sixty (60) days, then City of Nampa shall be entitled to and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by the City of Nampa. The Association shall not be dissolved or relieved of its responsibility to maintain the defined common area and facilities contained therein without prior written approval from City of Nampa. The Association and all lot owners by accepting title to a Lot agree that all Lot Owners within these subdivisions are benefitted property owners of such maintenance.

2.30 Park Development Exaction Fee Agreement. All Lots in this Subdivision shall be subject to any "Park Development Exaction Fee Agreement" entered into between Declarant and the City of Nampa which obligates all Lot Owner's to pay a fee to the City of Nampa for City parks at the time a building permit is issued.

2.31 Renting/Leasing. No home (or any other part of the property) owned by a Lot Owner in this subdivision shall be rented or leased to third parties except where: (A) the Tenant has acknowledged, in writing, receipt of a copy of these CC&R's; (B) the Tenant has executed a written lease or rental agreement wherein the Tenant has affirmatively agreed to be bound by the terms and conditions of these CC&R's, specifically including but not limited to the Lot landscaping and maintenance requirements; and, (C) the Lot Owner has

provided in the lease or rental agreement that the Lot landscaping will be maintained in accordance with the CC&R's.

During any rental or lease term, the Lot Owner shall remain primarily responsible for the condition of the property, as well as for all Assessments and all other obligations under these CC&R's. In addition, the Lot Owner shall be responsible for any damages caused by the Lot Owner's Tenants or their guests to any Common Areas or other common facilities owned or maintained by the Association.

In the event that the Lot Owner and the Tenant fail to maintain the landscaping and the exterior appearance of the property then the Declarant or the Association, after 30 days notice to the Lot Owner (with a copy to the Tenant, if known), shall have the right to perform that maintenance as a corrective action and the Lot Owner shall be responsible for all of the costs thereof as a Limited Assessment as provided in these CC&R's.

2.32 Special Lot Berm and Slope Restrictions, Requirements and Easements.

2.32.1 Along Karcher Road. Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 Block 8 are all Lots that have a buffer berm between the Lots and Karcher Road (State Highway 55). On the southern boundary of each of these Lots adjacent to Karcher Road, Grantor will construct a berm and a Common Area fence to buffer these Lots from the road. A portion of this berm will be constructed on the adjacent Common Area Lot, and the remaining portion will be constructed on part or all of the southern 15 feet of each of the Lots described above.

That portion of the berm lying in the Common Areas shall be owned, operated and maintained by the Association. That part of the berm lying in any of the Lots described herein shall be owned and maintained by the individual Lot Owner. On the slope of this berm, approximately at the Lot boundary lines, Declarant will construct the Common Area fence to be owned and maintained by the Association.

(The southern 20 feet of these Lots are also subject to utility easements as shown on the Plat.)

2.32.2 Along N. Pelican Butte Drive. Lots 20, 21 and 22, Block 8 are all Lots that have a buffer berm between the Lots and the Common Area Lots along N. Pelican Butte Drive in Crestwood Subdivision No. 1. On the eastern boundary of each of these Lots adjacent to that Common Area, a berm and a Common Area fence have been constructed to buffer these Lots from the

road. A portion of this berm will be constructed on part or all of the eastern 10 feet of each of the Lots described herein.

That portion of the berm lying in the Common Areas shall be owned, operated and maintained by the Association. That part of the berm lying in any of the Lots described herein shall be owned and maintained by the individual Lot Owner.

2.32.3 Maintaining the slope. Each Owner of a Lot described in this Section 2.32 shall be obligated to maintain the existence and integrity of the berm and the slope of the berm as originally constructed. No such Owner may remove the berm, or diminish the slope of the berm without the express written consent of the Board. Such consent may be conditional on the requesting Owner constructing a properly engineered retaining wall in lieu of the slope to maintain the integrity of the remaining portion of the berm and Common Area fence.

2.32.4 Easement; Liability for Repairs. The slope area of these Lots shall be subject to an easement for the maintenance of the berm and slope as set out herein. Such easement shall be for the Grantor, the Association or their agents and contractors. In the event any Owner interferes with the structural integrity of the berm by removing or altering the berm or the slope of the berm, Grantor, or the Association may make any repairs and/or replacements as are necessary to maintain the integrity of the berm and slope and take corrective action as set out in Article 9 of the Master CC&R's. The responsible Owner shall pay all of the costs of the corrective action and such costs shall be treated as a Limited Assessment against that Lot.

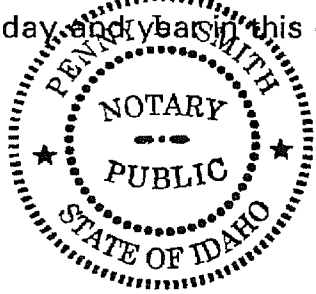
Crestwood Development, LLC

By: [Signature]
Title: Manager

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

On this 25th day of August, 2003, before me, a notary public in and for said State, personally appeared Barry Teppola, known or identified to me to be the manager of Crestwood Development LLC, a limited liability company and acknowledged to me that such limited liability company executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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
My Commission Expires: 2/16/07



Project No. 4-0213700

November 15, 2002

CRESTWOOD ESTATES SUBDIVISION NO. 3

A parcel of land located in Government Lot 4 and the SE1/4 of the SW1/4 of Section 7, T.3N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the southwest corner of said Section 7, from which the 1/4 corner common to Section 18 and the said Section 7 bears South 89°55'27" East, 2615.82 feet; thence South 89°55'27" East, 801.25 feet to the REAL POINT OF BEGINNING.

Thence North 00°04'33" East, 57.10 feet;

Thence 31.42 feet along the arc of a non-tangent curve to the left, having a radius of 20.00 feet, a central angle of 90°00'00" and a long chord bearing North 45°04'33" East, 28.28 feet;

Thence North 00°04'33" East, 242.20 feet;

Thence North 9°30'49" East, 60.98 feet;

Thence North 89°52'08" West, 100.00 feet;

Thence North 00°04'33" East, 255.94 feet;

Thence North 60°54'01" West, 171.16 feet;

Thence North 14°57'12" East, 81.10 feet;

Thence North 82°41'48" East, 100.91 feet;

Thence North 88°22'54" East, 56.03 feet;

Thence South 89°52'08" East, 99.91 feet to a point on the West boundary of Crestwood Estates Subdivision No. 2, as same is recorded in Book 31 of Plats at Page 32, records of Canyon County, Idaho;

Thence along said boundary South 00°03'24" East, 20.00 feet;

Thence South 89°52'08" East, 206.91 feet;

EXHIBIT A

Thence 83.22 feet along the arc of a curve to the right having a radius of 78.00 feet, a central angle of 61°08'01" and a long chord bearing South 59°18'08" East, 79.33 feet;

Thence South 89°55'27" East, 109.66 feet;

Thence South 00°04'33" West, 120.00 feet;

Thence South 89°55'27" East, 300.00 feet to a point on the westerly boundary of Crestwood Estates Subdivision No. 1, as same is recorded in Book 29 of Plats at Page 33, records of Canyon County, Idaho;

Thence along said boundary South 00°04'33" West, 88.87 feet;

Thence South 81°06'11" West, 30.86 feet;

Thence South 8°53'49" East, 56.00 feet;

Thence South 00°04'33" West, 100.11 feet;

Thence North 77°48'56" East, 64.47 feet;

Thence South 83°50'32" East, 123.70 feet;

Thence South 57°48'44" East, 47.50 feet;

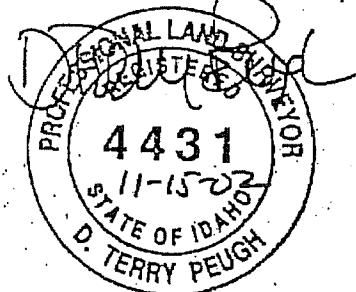
Thence South 00°04'33" West, 204.25 feet;

Thence South 45°04'33" West, 90.09 feet;

Thence South 00°04'33" West, 89.09 feet to a point on the South boundary of said Section 7;

Thence North 89°55'27" West, 882.78 feet to the Point of Beginning. Containing 14.78 acres, more or less.

Prepared by:
IDAHO SURVEY GROUP, PC



D. Terry Peugh, P.L.S.