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PLAT SHOWING

PARAMOUNT VILLAGE CENTER SUBDIVISION

A RESUBDIVISION OF LOT 2, BLOCK 4 OF PARAMOUNT SUBDIVISION NO. 1 AND A
PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T.4N., R.1W., B.M.

MERIDIAN, ADA COUNTY, IDAHO

2006

Engineering NorthWest, LLC
BOISE, IDAHO

B95 pg 11/6/05

LEGEND

- ⊙ FOUND BRASS OR ALUMINUM CAP
- ⊙ SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 7880
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 7880
- ⊙ FOUND 5/8" IRON PIN, PLS 7880 OR AS SHOWN
- SECTION LINE
- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- ① LOT NUMBER
- CITY OF MERIDIAN SANITARY SEWER AND WATER MAIN EASEMENT, SEE NOTE 15.
- EXISTING EASEMENT LINE
- (N89°38'46"E) DATA OF RECORD

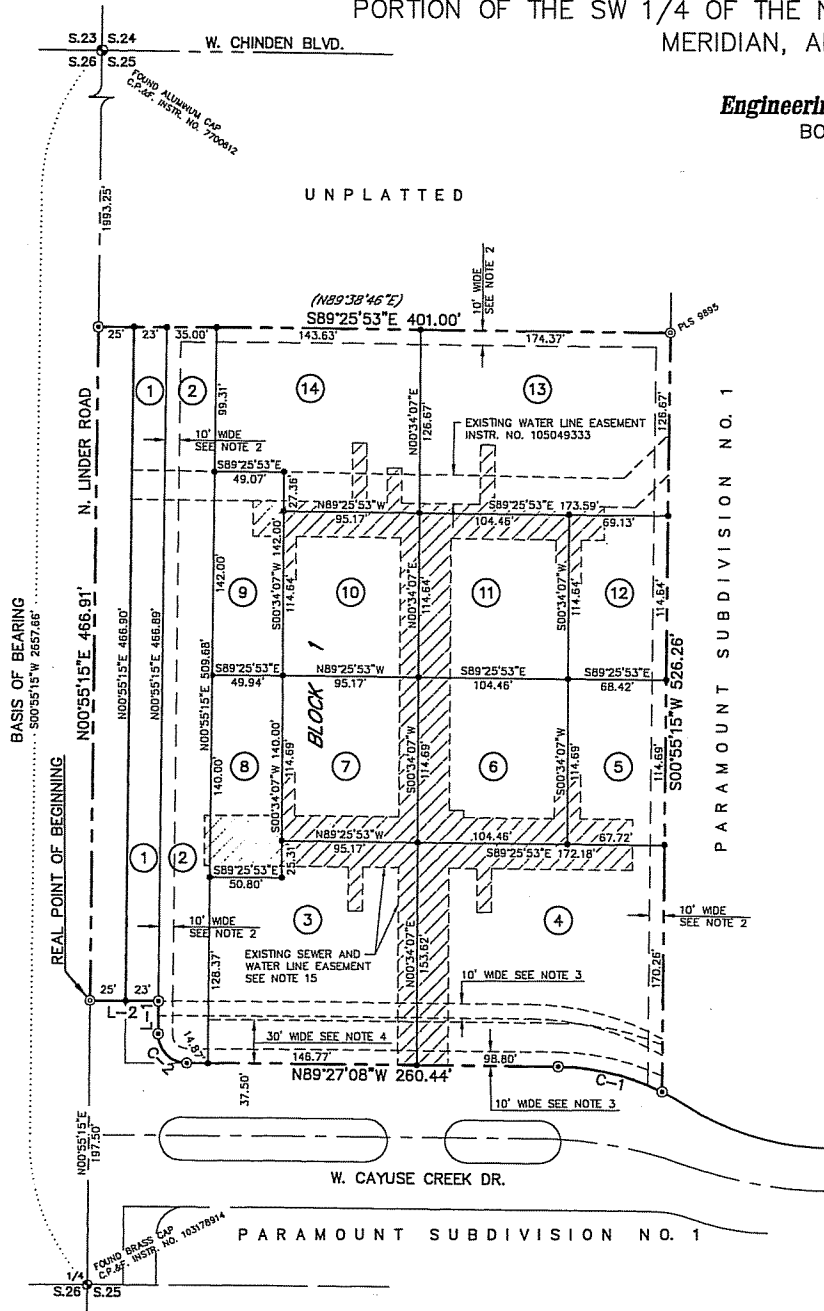
SCALE: 1" = 60'

CURVE DATA:					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIST.	CHORD BRG.
C-1	74.87'	165.00'	25°59'52"	74.23'	N76°27'12"W
C-2	31.55'	20.00'	90°22'24"	28.38'	N44°15'57"W

LINE TABLE		
LINE	BEARING	LENGTH
L-1	N00°55'15"E	22.67'
L-2	N89°27'08"W	48.00'

NOTES:

- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, & IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE.
- LOTS 2, 4, 5, 12, 13 AND 14, BLOCK 1 HAVE A TEN (10) FOOT WIDE PROPERTY DRAINAGE AND IRRIGATION EASEMENT AS SHOWN.
- EXISTING 10' WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND IRRIGATION EASEMENT, DEDICATED ON THE PLAT OF PARAMOUNT SUBDIVISION NO. 1.
- EXISTING 30' WIDE LANDSCAPE, IRRIGATION, PROPERTY DRAINAGE & PUBLIC UTILITY EASEMENT, DEDICATED ON THE PLAT OF PARAMOUNT SUBDIVISION NO. 1.
- LANDSCAPE EASEMENTS SHALL BE MAINTAINED BY THE PARAMOUNT VILLAGE CENTER OWNER'S ASSOCIATION.
- LOT 1, BLOCK 1 IS A NON-BUILDABLE LOT TO BE OWNED BY THE DEVELOPER OR ASSIGNS FOR POSSIBLE RIGHT-OF-WAY ACQUISITION AND MAINTAINED BY THE PARAMOUNT VILLAGE CENTER OWNER'S ASSOCIATION.
- LOT 2, BLOCK 1 IS A NON-BUILDABLE COMMON LOT TO BE OWNED AND MAINTAINED BY THE PARAMOUNT VILLAGE CENTER OWNER'S ASSOCIATION.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- IN COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 THE OWNER OF THIS SUBDIVISION HAS PROVIDED AN UNDERGROUND IRRIGATION SYSTEM TO ALL THE LOTS. LOTS WITHIN THE SUBDIVISION WILL BE OBLIGATED FOR ASSESSMENTS FROM SETTLER'S IRRIGATION DISTRICT FOR SAID IRRIGATION WATER.
- THE OWNER OF EACH LOT ACROSS WHICH PASSES AN IRRIGATION DITCH OR PIPE, IS RESPONSIBLE FOR THE MAINTENANCE THEREOF, UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
- THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
- DIRECT LOT ACCESS TO N. UNDER ROAD AND W. CAYUSE CREEK DRIVE IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF MERIDIAN.
- LOTS ARE SUBJECT TO THE USE REQUIREMENTS OF THE RECORDED DEVELOPMENT AGREEMENT, INSTRUMENT NO. 103137116, AND CUP-03-008.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A CROSS ACCESS INGRESS-EGRESS EASEMENT AS SHOWN ON SHEET 2 OF 4 OF THIS PLAT, SAID EASEMENT IS FOR THE USE AND BENEFIT OF THE OWNER'S ASSOCIATION, SAID EASEMENT SHALL RUN WITH THE LAND AND MAY NOT BE TERMINATED EXCEPT WITH EXPRESS WRITTEN CONSENT OF THE CITY OF MERIDIAN.
- CITY OF MERIDIAN SANITARY SEWER AND WATER EASEMENT PER INSTRUMENT NO. 106061665.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS INSTRUMENT NO. 106059939 OR AS AMENDED.



PARAMOUNT VILLAGE CENTER SUBDIVISION

PLAT SHOWING
EXHIBIT 'A' SHOWING
CROSS ACCESS INGRESS-EGRESS EASEMENT
MERIDIAN, ADA COUNTY, IDAHO
2006
Engineering NorthWest, LLC
BOISE, IDAHO

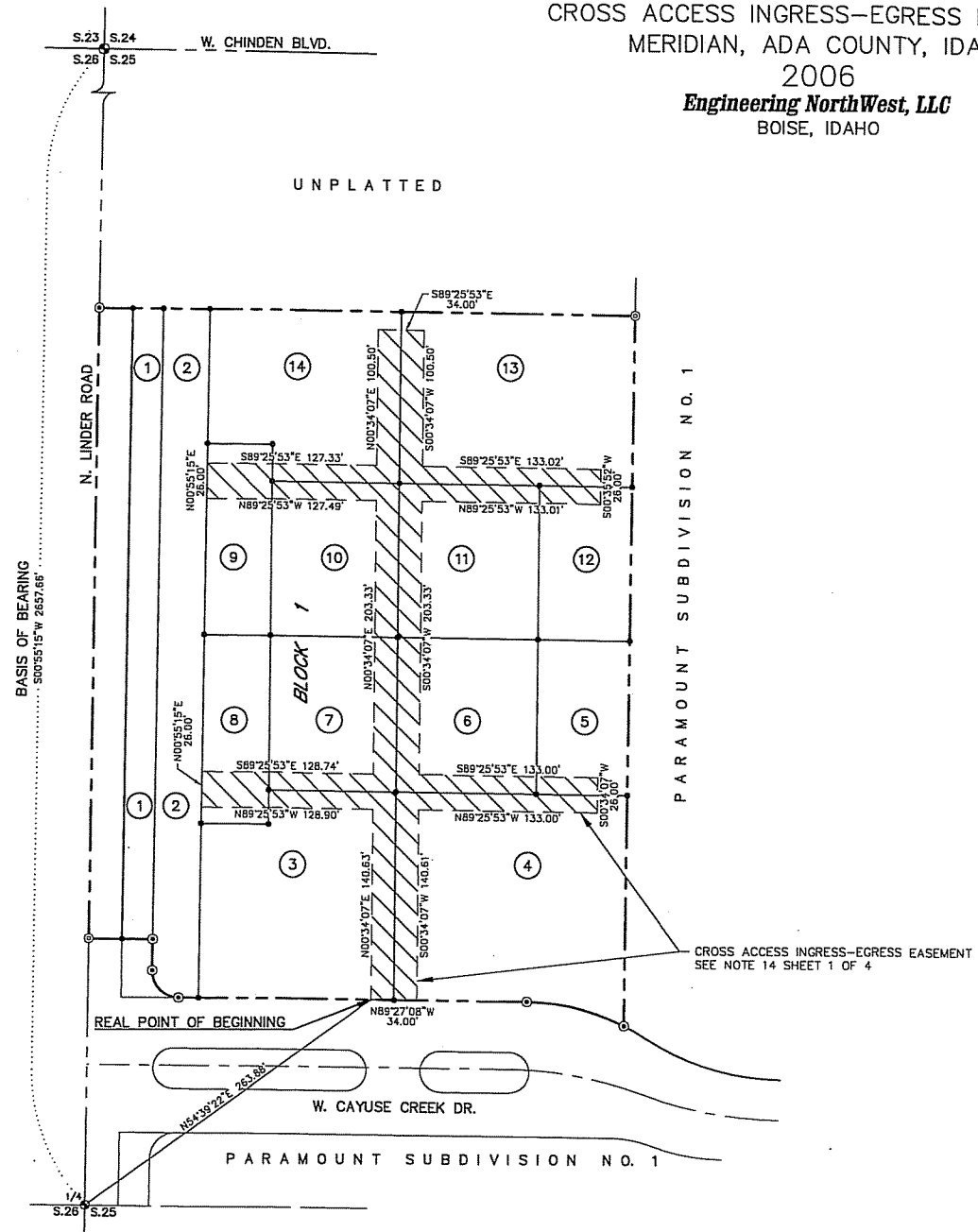
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- SECTION LINE
- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- ① LOT NUMBER



SCALE: 1" = 60'

SEE SHEET 1 OF 4 FOR NOTES AND LOT DIMENSIONS



PARAMOUNT VILLAGE CENTER SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BRIGHTON COMMERCIAL, INC., AN IDAHO CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A RESUBDIVISION OF LOT 2, BLOCK 4 OF PARAMOUNT SUBDIVISION NO. 1, AND A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T. 4 N., R. 1 W., B.M., MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 23, 24, 25 AND 26 OF SAID T. 4 N., R. 1 W.;

THENCE SOUTH 00°55'15" WEST, 2657.66 FEET ON THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26 TO THE 1/4 SECTION CORNER COMMON TO SAID SECTIONS 25 AND 26;

THENCE NORTH 00°55'15" EAST, 197.50 FEET ON THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26 TO THE NORTHWEST CORNER OF PARAMOUNT SUBDIVISION NO. 1, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 88 OF PLATS AT PAGE 10163 OF ADA COUNTY RECORDS, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°55'15" EAST, 466.91 FEET ON SAID SECTION LINE;

THENCE LEAVING SAID SECTION LINE, SOUTH 89°25'53" EAST, 401.00 FEET (FORMERLY DESCRIBED AS NORTH 89°38'46" EAST) ON THE SOUTHERLY BOUNDARY LINE OF THAT PROPERTY SHOWN ON RECORD-OF-SURVEY NUMBER 6587 OF ADA COUNTY RECORDS TO A POINT ON THE WESTERLY BOUNDARY LINE OF LOT 3, BLOCK 4 OF SAID PARAMOUNT SUBDIVISION NO. 1;

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, SOUTH 00°55'15" WEST, 526.26 FEET ON THE WESTERLY BOUNDARY LINE OF SAID LOT 3 TO A POINT OF CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST CAYUSE CREEK DRIVE, SAID POINT BEING THE SOUTHERLY LOT CORNER COMMON TO LOTS 2 AND 3, BLOCK 4 OF SAID PARAMOUNT SUBDIVISION NO. 1;

THENCE 74.87 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 25°59'52" AND A CHORD DISTANCE OF 74.23 FEET WHICH BEARS NORTH 76°27'12" WEST ON SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST CAYUSE CREEK DRIVE;

THENCE NORTH 89°27'08" WEST, 260.44 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVE, SAID POINT BEING THE SOUTHERLY LOT CORNER COMMON TO SAID LOTS 1 AND 2;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, 31.55 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°22'24" AND A CHORD DISTANCE OF 28.38 FEET WHICH BEARS NORTH 44°15'57" WEST ON THE LOT LINE COMMON TO SAID LOTS 1 AND 2;

THENCE NORTH 00°55'15" EAST, 22.67 FEET TO THE NORTHERLY LOT CORNER COMMON TO SAID LOTS 1 AND 2;

THENCE NORTH 89°27'08" WEST, 48.00 FEET TO THE REAL POINT OF BEGINNING. SAID PARCEL CONTAINS 4.65 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 ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN, AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

BRIGHTON COMMERCIAL, INC., AN IDAHO CORPORATION

BY: PETER J. OLIVER
PETER J. OLIVER, PRESIDENT

CERTIFICATE OF SURVEYOR

I, JAMES R. WASHBURN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL 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.

JAMES R. WASHBURN
IDAHO NO., 7880

ACKNOWLEDGEMENT

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

ON THIS 12th DAY OF October, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PETER J. OLIVER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BRIGHTON COMMERCIAL, INC., AN IDAHO CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

10-6-2011
MY COMMISSION EXPIRES



Rebecca A. Hanks
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

PARAMOUNT VILLAGE CENTER SUBDIVISION

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



M. L. R. REM 12/21/05
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 9TH DAY OF NOVEMBER, 2005.



Mr. L. M. R.
CHAIRMAN ACHD

APPROVAL OF CITY ENGINEER

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

David J. Smith
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 25 DAY OF October, 2005, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Shirley L. Berg, Jr.
CITY CLERK, MERIDIAN, IDAHO

CERTIFICATE 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.



David J. Smith 5-19-06
COUNTY SURVEYOR PL3510

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.



May 22, 2006
DATE

Lyndal Fischer by Monique Johnson
COUNTY TREASURER Deputy

COUNTY RECORDER'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ENGINEERING NORTHWEST, LLC AT 18 MINUTES PAST 4 O'CLOCK P.M., ON THIS 22 DAY OF May, 2006 IN BOOK 95 OF PLATS AT PAGES 11665 THROUGH 11668. INSTRUMENT NO. 10608742

DAVID J. SMITH
REC'D \$21.00

David Navarro
EX-OFFICIO RECORDER

9A

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/08/07 04:37 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

44

AMOUNT 132.00 44



**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT VILLAGE CENTER SUBDIVISION
(PARAMOUNT PROFESSIONAL CENTER)**

March 6, 2007

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT VILLAGE CENTER SUBDIVISION
(PARAMOUNT PROFESSIONAL CENTER)

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DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT VILLAGE CENTER SUBDIVISION
(PARAMOUNT PROFESSIONAL CENTER)

March 6, 2007

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is made this 6th day of March, 2007, by Brighton Development, Inc., an Idaho corporation, together with its successors and assigns (collectively referred to hereinafter as "Declarant") and supercedes in its entirety that certain Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Village Center Subdivision, as recorded on April 12, 2006, as Instrument No. 106055939, in the records of Ada County, Idaho.

ARTICLE 1.

RECITALS

WHEREAS, the undersigned (hereafter "Declarant") is the owner of that certain real property located in Ada County, Idaho, legally described as Paramount Village Center Subdivision and commonly known as Paramount Professional Center, as further described on Exhibit A hereto and as graphically depicted on the Site Plan on Exhibit B hereto (hereafter "Property").

WHEREAS, the Property is subject to the terms and conditions of that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision, recorded April 21, 2004, as Instrument No. 104047957 in the records of Ada County, Idaho (the "Master Declaration");

WHEREAS, the Declarant desires to further subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to insure the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property;

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the Association of Owners to be created until such time as set forth herein.

ARTICLE 2.

DECLARATION

The Declarant hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following

covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant, any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant, nor prevent normal construction activities during the construction of Improvements upon any Lot. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

ARTICLE 3.

DEFINITIONS

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

ACC: The Architectural Control Committee for the Subdivision.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Declaration.

Architectural Guidelines: Such design and construction guidelines promulgated by the Declarant and/or the ACC as authorized herein.

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

Association: Paramount Village Center Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association,

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

Building Area: All of those areas on each Lot shown as Building Area on the Site Plan on Exhibit B hereto.

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

Common Area: All real property within the Subdivision which is not Building Area, together with those portions of the Building Area on each Lot which are not from time to time actually covered by a Building or upon which any easement herein granted to the Declarant and/or the Association, or reserved on and graphically depicted on the Plat or the Master Declaration is located. Canopies on a Building which extend over the Common Area, together with any posts, columns or similar items supporting the same, shall be deemed to be a part of the Building to which they are attached and not a part of the Common Area.

Declarant: The undersigned owner of the land comprising the Subdivision.

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

Development: The project to be undertaken by the Declarant resulting in the improvement of the Property, including landscaping, amenities, construction of a public and/or private roads, utility services and other Improvements.

Drive Aisles: Those portions of the Property which are improved for vehicular ingress and egress, passage and traffic upon, over, across and through the Property, as identified by the crosshatched areas on the Site Plan on Exhibit B hereto.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, privacy facilities, drainage facilities, Drive Aisles, Parking Facilities, sidewalks, walkways, walls, fences, screens, trash enclosures, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

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

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

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Master Declaration: That certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision, recorded April 21, 2004, as Instrument No. 104047957 in the records of Ada County, Idaho.

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

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

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

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

Parking Facilities: Those spaces located in the Common Area which are specifically designated for parking on the Plat, or as otherwise designated by Declaration from time to time, subject to the approval of the City of Meridian, if necessary.

Plat: The final subdivision plat for Paramount Village Center Subdivision, as recorded on May 22, 2006, as Instrument No. 106080742, in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Property: That certain real property located in Ada County, Idaho, legally described as Paramount Village Center Subdivision and commonly known as Paramount Professional Center, as further described on Exhibit A hereto and as graphically depicted on the Site Plan.

Proportionate Interest: The percentage of the total ownership interest in the Subdivision allocated to each Lot, as indicated by determining the proportion of each Lot's relative square footage as a percentage of the square footage of all of the Lots.

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

Site Plan: The graphic depiction of the Property set forth on Exhibit B hereto.

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

Subdivision: The Property.

ARTICLE 4.

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection on a Lot of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of high quality and attractive Improvements as appropriate for commercial office space in Ada County and appropriately located within the Subdivision to assure visual quality and harmonious appearance and function.
- (d) The integration of development of the different Lots by setting common general standards consistent with the Architectural Guidelines existing from time-to-time.

ARTICLE 5.

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Lots shall be used only for office use. All such uses shall be in accordance with applicable zoning ordinances and approvals.

SECTION 5.02. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the intended use thereof and the plans, specifications and site plan therefor, including all exterior signs, have been reviewed in advance and approved by the ACC in accordance with the provisions of Article 9, below.

SECTION 5.03. Prohibited Buildings/Uses. No trailer, except a construction trailer or sales trailer, or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent Building. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Subdivision by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.04. Easements. There is hereby reserved for the use and benefit of the Declarant and the Association and granted for the use and benefit of each Lot, and for the use

and benefit of each Owner and Occupant, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for the Property.
- (b) Temporary easements, as necessary, for the purpose of permitting the Declarant or the Association, and its or their contractors and agents, to enter onto those portions of Lots contiguous to any right-of-way to maintain, replace and restore any improvements within said right-of-way.
- (c) Temporary easements, as necessary, for the benefit of an Owner of a Lot to enter onto those portions of the abutting Lots which do not contain a Building during the construction of Improvements, provided that any repairs or restoration of an abutting Lot or the Improvements thereon shall be the obligation of the Owner utilizing the easement.
- (d) Each Owner shall have the right of ingress and egress over, upon and across the Common Area necessary for access to and from the Owner's Lot, and shall have the right to the horizontal and lateral support of the Owner's Building, and such rights shall be appurtenant to and pass with the title to each Lot. In exercising the rights granted in this Section 5.04(d), each Owner agrees to use commercially reasonable efforts to avoid interference with the access to and operation of businesses located on other Lots.
- (e) The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.
- (f) The easements herein granted to an Owner for ingress and egress to and from such Owner's Lot over, upon and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Meridian. Such easements shall not be dissolved or altered in any material way which would prevent their beneficial use for their intended purposes without the express written consent of the City of Meridian.

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

SECTION 5.05. Lighting. Exterior lighting and Interior lights reflecting outside shall be in accordance with the Architectural Guidelines.

SECTION 5.06. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Subdivision.

SECTION 5.07. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into the public or private roads within the Subdivision or an easement existing for such drainage but shall not be allowed to drain or flow upon, across or under adjoining Lots, unless an express written easement for such purpose exists.

SECTION 5.08. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to (i) prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, (ii) prevent an Owner from leasing the Lot in its entirety, or (iii) require the approval of the ACC with respect to items (i) or (ii). In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein. Notwithstanding the foregoing, the Declarant shall have the right, prior to the sale of a Lot to an Owner, to subdivide or condominiumize a Lot or Lots provided that such subdivision or condominium regime is approved by the governmental entity(s) having jurisdiction and the resulting Lots constitute legal lots. In addition, the Declarant shall have the right to make lot line adjustments with respect to any Lot(s) within the Subdivision when determined necessary by the Declarant and such lot line adjustments are made in compliance with applicable codes and ordinances, including the approval of the governmental entity(s) having jurisdiction, if such approval is required. In the event that Declarant subdivides or condominiumizes any portion of the Subdivision, in an effort to create a uniform appearance within the Subdivision, to promote efficiency in the operation of the Subdivision, and to take advantage of any cost savings in performing any of its duties hereunder or under any declaration governing such new subdivided or condominiumized property, all of the powers and duties of the Association set forth herein in connection with the operation and management of the Subdivision may be performed jointly under a single contract with the performance of powers and duties in connection with the operation and management of the newly subdivided or condominiumized property.

SECTION 5.09. Maintenance. The following provisions shall govern the Owner's maintenance of Lots, including the Buildings and all other Improvements thereon:

- (a) Each Owner of a Lot covenants and agrees to maintain the Building(s) located on such Lot and all Improvements located on such Lot in good and sufficient repair and shall keep the Building(s) thereon painted or stained, including painting or staining, as appropriate, such Building(s) at least once every five (5) years, or as otherwise required from time to time by the Declarant or the Association.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to deter entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Declaration.

- (d) All exterior glass, window treatments, plants and other objects in the interior windows or otherwise visible from the exterior of a Building shall not cause the exterior of the Building to be unsightly and shall be in compliance with and shall be subject to Association rules and approved in writing by the Board.
- (e) All structures, facilities, equipment, objects and conditions approved by the ACC pursuant to Article 9 and that are determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view, which enclosed structure or screening shall match the construction of the Building(s) located on a Lot and shall have solid steel gates, with wood gates being prohibited. Trash enclosure structures and/or screening shall not be constructed of chain-link fence or similar permeable material.
- (f) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (g) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
- (h) Each Owner shall maintain all exterior signs on its Lot in good condition and repair at all times. Such Owner shall repair all damage caused by the erection, installation, maintenance or removal of an exterior sign, and, if the Owner fails to do so, the Association shall have the right to perform or cause to be performed such maintenance, repairs or replacement and the Owner shall pay to the Association all costs thereof as a Limited Assessment as set forth herein.
- (i) In the event that any Owner shall permit any Improvement, including any Building, which is the responsibility of such Owner to maintain, to fall into disrepair (including failure to paint, stain, clean or otherwise maintain the appearance of a Building in an appropriate condition), so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in Article 8 of this Declaration.

SECTION 5.10. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Declarant or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.11. Exterior Materials and Colors. After completion of the initial Construction and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within the Subdivision, in whole or in part, exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance.

SECTION 5.12. Vehicles; Parking. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC rules, which may prohibit or limit the use thereof within the Subdivision, provide parking regulations and other rules regulating the same. Subject to the approval by the City of Meridian and the Master Declaration, Owners and Occupants, together with their invitees, shall be entitled to park in common with other Owners in the Parking Facilities. Each Owner agrees not to overburden the Parking Facilities and agrees to cooperate with the other Owners and the Association in the use of the Parking Facilities. The Declarant reserves the right for itself and for the Association, each in its discretion, to determine whether the Parking Facilities are becoming crowded and, in such event, to allocate parking spaces among the Lots in accordance with each Lot's Proportionate Interest and/or to eliminate cross-parking among some or all of the Lots, all as subject to the terms and conditions of the Master Declaration and the applicable rules, ordinances and zoning requirements of the City of Meridian.

SECTION 5.13. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation.

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

- (a) No fence or wall shall be permitted to be constructed or installed on any portion of a berm constructed by the Declarant in the Subdivision.
- (b) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a lower height is required by the ACC).
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs,
- (d) No fence or wall shall interfere with the use and enjoyment of any Common Area or any easement reserved in this Declaration or shown on the recorded Plat.

SECTION 5.14. Landscaping. All landscaping located in, on or about any Common Area must be installed by a professional landscape firm retained by Declarant or the Association

and shall be installed within a commercially reasonable time after the date of occupancy of the Building on said Lot, with a reasonable extension allowed for weather.

SECTION 5.15. Signage. Declarant, at its cost and expense, shall erect the monument signs for the Buildings and the project sign for the Subdivision as further described on Schedule 1-A attached hereto. Each Owner shall be responsible for the cost and expense of the design, preparation and installation of its sign panel on the monument signs and project sign as provided on Schedule 1. Any signs to be mounted on any Building as provided for on Schedule 1 and Schedule 1-A shall be installed by the Owner or Occupant identified on such sign, at such Owner or Occupant's cost and expense.

SECTION 5.16. Irrigation Water. Each Owner, by the acceptance of a deed to a Lot within the Subdivision, acknowledges that the Declarant has no obligation to deliver irrigation water to the individual Lots within the Subdivision. Provided, that if the Declarant constructs or installs any facilities for the delivery of irrigation water to the individual Lots, the maintenance, repair and replacement of such facilities shall be the responsibility of the Association, with the cost therefor to be included within the Regular Assessments described in Section 7.02, below..

SECTION 5.17. Adoption of Architectural Guidelines. The Declarant, or in the event of the Declarant's failure to do so, the ACC, shall have the power to promulgate Architectural Guidelines relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Declarant, or the ACC, as the case may be, to carry out the purposes of this Declaration. All Architectural Guidelines shall be consistent with the provisions of this Declaration. If Architectural Guidelines are adopted by the Declarant or the ACC, they shall not apply retroactively to approvals previously granted by the ACC or to Improvements constructed or being constructed pursuant thereto.

SECTION 5.18. Exemption of Declarant. Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its development plans and designs, or construct additional improvements as the Declarant deems advisable in the course of development of the Subdivision. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ACC approval, whether pursuant to Article 9 or otherwise, of any Improvements constructed or placed within the Property by the Declarant in connection with the development of the Subdivision. Further, Declarant shall have the right to relocate the location of any Building or Building Area as depicted on the Site Plan, provided that such relocation does not materially alter the size or location of Common Area or inhibit access of any Owner to its Lot or Building located thereon or violate any terms or conditions of the Master Declaration.

ARTICLE 6.

PARAMOUNT VILLAGE CENTER OWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. Paramount Village Center Owners Association, Inc. shall be organized by the Declarant as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 6.02. Members. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall include all Owners. Class A Members shall not be entitled to vote in the Association until such time as the Class B Member ceases to exist. As of the Class B Member Termination Date (as defined below), each Class A Member shall be entitled to one (1) vote per one thousand (1,000) square feet of the Building located on such Owner's Lot. For purposes of determining the number of votes per Lot, any square footage in excess of one thousand (1,000) square feet of any Building shall be rounded down to the nearest thousand, provided that each Owner shall be entitled to a minimum of one (1) vote per Lot. Notwithstanding anything to the contrary, when a Lot has more than one (1) Owner, the vote(s) for such Lot shall be exercised as determined by the Lot's Owners, but in no event shall the number of votes per Lot be greater than one (1) vote per one thousand (1,000) square feet of the respective Building.

CLASS B. The Class B member shall be the Declarant. The Class B Member shall have the exclusive right to elect and appoint the Board and shall be the sole voting Member of the Association until the Class B Member Termination Date. Upon the earlier of (i) five (5) years after the substantial completion of the construction of the last building on the last Lot on the Property to be developed, or (ii) the date the Class B Member does not own any of the Lots, the Class B Member shall be terminated and shall cease to exist. This date may be referred to as the "Class B Member Termination Date."

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or

appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.05. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

- (a) **Assessments.** The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration or Architectural Guidelines, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated.
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (e) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association

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

- (f) **Emergency Power.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (g) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities as may be required from time to time by the City of Meridian, including without limitation, cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose.
- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.
- (i) **Miscellaneous Services.** The power to obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, including without limitation, Section 6.07, and without limiting the generality thereof, the Association or its authorized agents, if any, shall have the

obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Areas or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (b) **Utilities.** Acquire, provide and/or pay for sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas. The Association may arrange with others to furnish sewer, refuse collection, electrical, telephone, gas and other common services to each Lot, and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.
- (c) **Insurance.** Obtain, to the extent commercially practicable, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of the project sign for the Subdivision and the monument signs for the Property. Notwithstanding the foregoing, Declarant shall have the option to self-insure with respect to the project sign for the Subdivision and the monument signs for the Buildings.
 - (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
 - (iii) Full coverage directors and officers liability insurance in an amount determined by the Board.
 - (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

- (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (d) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, including the project sign for the Subdivision and the monument signs for the Buildings, whether the same be located within or without the boundaries of the Subdivision.
- (e) **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.
- (f) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.
- (g) **Reserve Account.** Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area. Any and all amounts used to fund the reserve account shall be considered a common expense and a portion of the Association's budget and charged as an Assessment to the Owners. Notwithstanding the foregoing, the Association may elect not to establish a reserve account, and may elect to charge the costs of any such repair, replacement, maintenance or improvement as a Special Assessment against the Units at the time such costs are incurred.

SECTION 6.07. Operation and Maintenance of Common Areas. The Association shall cause the Common Area to be maintained in a good and clean condition and repair, including without limitation, the following:

- (a) Maintaining, repairing, resurfacing, and re-striping, when necessary, the Drive Aisles and the Parking Facilities in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability, and maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines on the Drive Aisles and Parking Facilities.
- (b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the Common Area to the extent reasonably necessary to keep the Common Area in a clean and orderly condition.
- (c) Installing, maintaining, mowing and watering all landscaping located in the Common Area to the extent necessary to keep the landscaping in a well maintained, mowed and weed free condition, including but not limited to maintaining, repairing and replacing, when necessary, automatic landscape

sprinkler systems and water lines; and trimming and replacing shrubs, grass and other landscaping, as necessary.

- (d) Constructing, repairing and replacing the project sign for the Subdivision and the monument signs for the Buildings.

SECTION 6.08. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than ninety (90) days after the beginning of each fiscal year.
- (b) Within one hundred and twenty (120) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

The failure of the Association to distribute the budget or the annual balance sheet and/or the annual operating statement within the times above provided shall not relieve or release any Owner from the obligation to pay, when due, all regular, special and limited assessments due and payable to the Association.

SECTION 6.09. Effective Date. The provisions of this Article 6 shall become operative upon the creation by the Declarant of the Association prior to the sale a Lot within the Subdivision. Until the creation and organization of the Association, the Declarant shall have the right to exercise all of the powers of the Association set forth in this Declaration.

ARTICLE 7.

ASSESSMENTS

SECTION 7.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association.

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

SECTION 7.02. Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties

and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, lighting, water charges (including, without limitation, irrigation assessments), trash collection, sewerage charges, the installation, repair and maintenance costs set forth in Section 6.07 above, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

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

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

At the closing of the sale of each Lot by the Declarant, a special assessment of \$300.00 shall be collected from the purchaser of the Lot as payment for the organizational, set-up and administrative costs of the Association.

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

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

- (b) **Correction of Violations.** In addition to maintenance and repair the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the Architectural Guidelines, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article 10 of this Declaration.
- (c) **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 7.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the earlier of the following: (i) six (6) months following the closing of the first (1st) sale of a Lot to an Owner, or (ii) the occupancy of the first (1st) Building constructed on a Lot. Provided, however, that any Lot owned by the Declarant which is undeveloped with a Building shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Declarant pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Declarant, such excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Subdivision; provided that unless such excess amounts so paid by the Declarant are paid pursuant to a written agreement with the Association to the contrary, the Declarant shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Declarant, unless such person is the successor to substantially all of the interest of the Declarant in the Property. Nothing herein contained shall obligate the Declarant to pay any Assessment with respect to a Lot so long as the Declarant owns fifty percent (50%) or more of the Lots within the Subdivision.

SECTION 7.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots, according to each Lot's ~~Proportionate Interest.~~

SECTION 7.07. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

ARTICLE 8.

ENFORCEMENT OF ASSESSMENTS

SECTION 8.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 8.02. Creation of Assessment Liens. Upon any failure to pay when due any Assessment levied against any and all Lots in the Subdivision pursuant to this Declaration, there is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment thereof, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 8.03. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 8.04. Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 8.05. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE 9.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 9.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 9.02. Appointment. Until the Class B Member Termination Date, the Declarant shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by a majority of the total voting power of the Association.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 9.03. Compensation. The members of the ACC shall be entitled to reasonable compensation from the Declarant (until the Class B Member Termination Date) or the Association (from and after the Class B Member Termination Date) for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Declarant or the Association, as applicable.

SECTION 9.04. Non-Liability. Neither the ACC, or any member thereof, or the Declarant or any partner, officer, employee, agent, successor or assign thereof, shall be liable to any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not

to bring any action or suit against the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 9.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property, nor shall any exterior signage be erected or installed on a Lot, without the prior express written approval of the ACC.

SECTION 9.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the adequacy of the Lot dimensions; conformity and harmony of external design with neighboring Improvements; the effect of location and use of Improvements on neighboring Lots; operations and uses; the different advantages, disadvantages and sightlines of the particular Lot; specific characteristics of the location of the Lot in relation to the adjacent Lots, other property, roads, byways, landmarks and similar matters; the relationship of the topography, grade, finished ground elevation and landscaping of the Lot being improved to that of neighboring Lots; proper facing of the main elevation with respect to nearby streets; the relation of floor elevations to flood elevations as defined by government entities; the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration, and applicable rules and standards adopted by the ACC, if any, and, with respect to exterior signs, the type, size, location and compatibility and harmony with other exterior signs within the Property and with sign standards adopted by the ACC, if any. The ACC shall not arbitrarily or unreasonably withhold, delay or condition its approval.

SECTION 9.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, rules and standards adopted by the ACC, if any, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics, environmental conditions, economic considerations, developmental requirements, applicable laws or ordinances, changes in neighborhood conditions, or hardship may, in the sole discretion of the ACC, so require or justify. A variance granted hereunder must be evidenced in a writing signed by at least two (2) members of the ACC.

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

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

SECTION 9.08. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

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

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
- (b) **Building Plan.** A building plan which shall consist of preliminary or final footprint for the Building(s), elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used. All Buildings including in a building plan shall be located within a Building Area.
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, Drive Aisles, Parking Facilities and walkways.
- (d) **Signage Plan.** No exterior signs shall be erected or installed by an Owner without the prior written consent of the ACC, and any signs so permitted shall be of such design, size and type as shall be specifically approved by the ACC, it being understood and agreed that the type, size, design, color and location of exterior signs are important considerations in the overall appearance of the Property. Prior to the installation of any exterior sign, the Owner shall submit to the ACC such plans, specifications and other information concerning the proposed sign as required by the ACC. All exterior signage installed by the Owner shall be located, designed and installed in accordance with the requirements of the Declaration and the provisions of Schedule 1 attached hereto and made a part hereof. For purposes of Schedule 1, those Buildings identified as "Type A" shall be those Buildings constructed on Lots 3, 4, 13 and 14 as depicted on the Site Plan, and those Buildings identified as "Type B" shall be those Buildings constructed on Lots 5-12 as depicted on the Site Plan.

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

The ACC shall have the right to require an Owner submitting an application for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the reasonable and actual expenses of the ACC in reviewing and

processing the application but in no event more than \$500.00. The ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

SECTION 9.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a first class office and commercial development.

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

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

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

If the ACC fails to either approve or disapprove an application (including resubmission of a disapproved application which has been revised by the Owner) within fifteen (15) days after the application has been received by the ACC, it shall conclusively be presumed that said application has been approved subject, however, to the restrictions set forth in Article 5 of this Declaration. The specification of the foregoing Article 5 shall not relieve or release the Owner from the obligation to otherwise comply with all of the provisions of this Declaration, with the exception that the application approved by inaction shall be deemed to satisfy the requirements of this Article 9, requiring the submission and approval of an application prior to commencing construction. Provided, however, if within the initial forty-five (45) day period, the ACC gives written notice to the Owner (or other person submitting the application) to the effect that an additional fifteen (15) day period is required for review and action on the application, the initial period for approval shall be extended by an additional fifteen (15) days. If, after the expiration of the extended period, the ACC fails to approve or disapprove an application, then it shall be conclusively deemed approved as heretofore provided.

SECTION 9.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot within the Property at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the rules and standards adopted by the ACC, if any, or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable rules and standards, if any. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify

the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 9.11. Hearing. An Owner submitting an application under Section 9.08, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 9.12, below.

SECTION 9.12. Enforcement. The Declarant or the ACC, upon approval by the Declarant or the Association, as applicable, shall be authorized to commence such legal or equitable proceedings as are determined by the ACC, the Declarant or the Association to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration, rules and standards adopted by the ACC, if any, or the approved plans and specifications.

An Owner shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days after receipt of a written notice from the ACC or the Declarant specifying, with particularity, the alleged deviations or violations, unless such Owner, prior to the expiration of said thirty (30) days, has rectified the matters specified in said Notice of Default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period, if such Owner is using good faith and its best efforts to rectify the matters specified in the Notice of Default.

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

In the event the ACC and/or Declarant shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Declarant by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Declarant within five (5) days after written demand therefor is mailed to the Owner, the Declarant shall have the right to levy a Limited Assessment against the Owner and the Lot within the Property owned by the Owner which Limited Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Limited Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Declarant, in its sole discretion. The failure of the Owner to pay said Limited Assessment, or any installment thereof when due, shall be enforceable in the manner provided in Article 7, above,

SECTION 9.13. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Declarant to be proximately caused by the deviation or violation or the costs and expenses incurred by the Declarant to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Declarant, in its sole discretion. The right of the Declarant to enforce said Limited Assessment shall be the same as provided in Article 7, above.

SECTION 9.14. Non-Exclusive Remedy. The right of the Declarant to levy a Limited Assessment as described in Sections 9.12 and 9.13, above, shall not be deemed to be an exclusive remedy of the Declarant and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity. Nothing in this Declaration shall prohibit an Owner from pursuing legal or equitable proceedings against any other Owner for a violation of this Declaration.

SECTION 9.15. Private Rights. The Declarant shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Declarant, the interests of the Declarant or a substantial number of the Owners would not be benefited thereby.

ARTICLE 10.

ANNEXATION

SECTION 10.01. Annexation. Additional property may be annexed to the Property and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner. To annex additional property to the Property, the Declarant shall record an amendment to this Declaration which shall specify the annexation of the additional property to the Property and which may supplement this Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. The amendment of this Declaration as authorized by this Section, to annex additional property to the

Property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 11.04 of this Declaration.

SECTION 10.02. De-Annexation. The Declarant shall have the right to delete all or a portion of the Property from the coverage of this Declaration, so long as the Declarant is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Ada County Recorder.

ARTICLE 11.

MISCELLANEOUS

SECTION 11.01. Covenants Run With the Land. Each covenant, easement and restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lot(s) benefited thereby, and shall run with the land.

SECTION 11.02. Successors and Assigns. This Declaration and the covenants, easements and restrictions herein shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of such Owner's interest in a Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of a Lot (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be conclusively deemed by acceptance of title to have agreed to be liable for all obligations arising under this Declaration with respect to such Lot after the date said Owner acquires title.

SECTION 11.03. Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2030, unless amended as hereafter provided. After December 31, 2030, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least seventy-five percent (75.0%) of the Lots within the Property and such written instrument is recorded with the Ada County Recorder.

SECTION 11.04. Amendment. This Declaration may be amended as follows:

- (a) **By Declarant.** Until title to a Lot within the Property is conveyed by the Declarant to an Owner, this Declaration may be amended or terminated by the Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including

the Declarant, owning at least fifty-one percent (51%) of the Lots covered by this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 11.04 shall require the vote or written consent of eighty percent (80%) of all Owners

SECTION 11.05. Sewer Covenants. The following covenants shall run with each Lot and shall be binding upon each Owner of a Lot and all occupants of any improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
- (c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service lines connected to the sewerage collection system constructed and installed by the Declarant in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.
- (e) The Declarant shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Declarant and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action if deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.
- (g) Unless the Property has been previously annexed into the corporate limits of the City of Meridian, the recordation of a subdivision plat covering all or any portion of the Property by the Declarant shall be deemed and construed as a request by the Declarant for the annexation of the property covered by said plat into the corporate limits of the City of Meridian. Such request shall be binding on all subsequent Owners of the Lots within the portion of the Property covered by said recorded plat.

SECTION 11.06. Indemnification of Board Members and ACC. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association or prior thereto during the period the Declarant is exercising the powers of the Association.

SECTION 11.07. Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States Mail, or by United States Express Mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Ada County, Idaho. All notices to the Declarant shall be sent as follows:

Brighton Development Inc.
12601 W. Explorer Dr., Suite 200
Boise, Idaho 83713

Any person entitled to notice hereunder may change his or its address at any time by giving written notice to all other parties entitled to notice in the manner specified herein.

SECTION 11.08. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 11.09. Non-Waiver. The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 11.10. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

SECTION 11.11. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint

venture, partnership or any other similar relationship between the Owners, including the Declarant.

SECTION 11.12. Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 11.13. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes set forth in Article 4, above, and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 11.14. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 11.15. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Declaration, any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

SECTION 11.16. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien or security of any lienholder made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 11.17. Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 11.18. Force Majeure. The period of time provided in this Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

SECTION 11.19. Exhibits and Recitals. The exhibits and recitals referenced herein and attached hereto are incorporated in this Declaration as if fully set forth herein.

SECTION 11.20. Estoppel Certificate. Each Owner agrees, upon receipt of a written request from any other Owner, to truthfully certify in writing to a prospective purchaser or lienholder of the requesting party (i) that this Declaration is in full force and effect, (ii) that this Declaration has not been amended (or, if it has, identifying all such amendments), (iii) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Declaration (or, if the requesting party is in default, specifying the nature of such default), and (iv) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party. Any certificate issued pursuant to this Section shall act as a waiver of any claim by the party furnishing it against any such prospective purchaser or lienholder (but not against the requesting party) to the extent such claim is based upon facts contrary to those contained in the certificate and to the extent such claim is asserted against a bona fide purchaser or encumbrancer for value without knowledge of facts to the contrary of those contained in the certificate and who has acted in reasonable reliance upon such certificate.

(END OF TEXT)

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

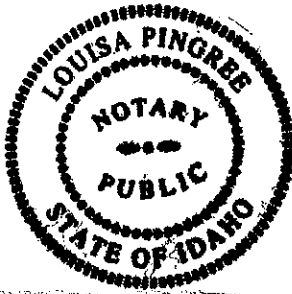
BRIGHTON DEVELOPMENT INC., an Idaho corporation

By: 
Peter J. Oliver, Vice President

State of Idaho)
) ss.
County of Ada)

On this 7th day of March, in the year of 2007, before me, a Notary Public in and for said State, personally appeared Peter J. Oliver, known or identified to me to be the Vice President of Brighton Development Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



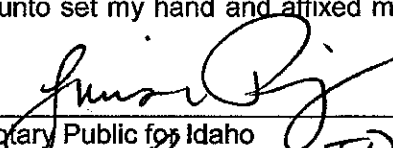

Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 5/3/10

EXHIBIT A

Legal Description

PARAMOUNT VILLAGE CENTER SUBDIVISION FINAL PLAT DESCRIPTION

A resubdivision of Lot 2, Block 4 of Paramount Subdivision No. 1, and a portion of the SW 1/4 of the NW 1/4 of Section 25, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 23, 24, 25 and 26 of said T. 4 N., R. 1 W.;

Thence South 00°55'15" West, 2657.66 feet on the section line common to said Sections 25 and 26 to the 1/4 section corner common to said Sections 25 and 26;

Thence North 00°55'15" East, 197.50 feet on the section line common to said Sections 25 and 26 to the northwest corner of Paramount Subdivision No. 1, as same is shown on the Plat thereof recorded in Book 88 of Plats at Page 10163 of Ada County Records, said point being the **REAL POINT OF BEGINNING**;

Thence continuing North 00°55'15" East, 466.91 feet on said section line;

Thence leaving said section line, South 89°25'53" East, 401.00 feet (formerly described as North 89°38'46" East) on the southerly boundary line of that property shown on Record-of-Survey Number 6587 of Ada County Records to a point on the westerly boundary line of Lot 3, Block 4 of said Paramount Subdivision No. 1;

Thence leaving said southerly boundary line, South 00°55'15" West, 526.26 feet on the westerly boundary line of said Lot 3 to a point of curve on the northerly right-of-way line of West Cayuse Creek Drive, said point being the southerly lot corner common to Lots 2 and 3, Block 4 of said Paramount Subdivision No. 1;

Thence 74.87 feet on the arc of a curve to the left, said curve having a radius of 165.00 feet, a central angle of 25°59'52" and a chord distance of 74.23 feet which bears North 76°27'12" West on said northerly right-of-way line of West Cayuse Creek Drive;

Thence North 89°27'08" West, 260.44 feet on said northerly right-of-way line to a point of curve, said point being the southerly lot corner common to said Lots 1 and 2;

Thence leaving said right-of-way line, 31.55 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 90°22'24" and a chord distance of 28.38 feet which bears North 44°15'57" West on the lot line common to said Lots 1 and 2;

Thence North 00°55'15" East, 22.67 feet to the northerly lot corner common to said
Lots 1 and 2;

Thence North 89°27'08" West, 48.00 feet to the real point of beginning. Said parcel
contains 4.65 acres more or less.

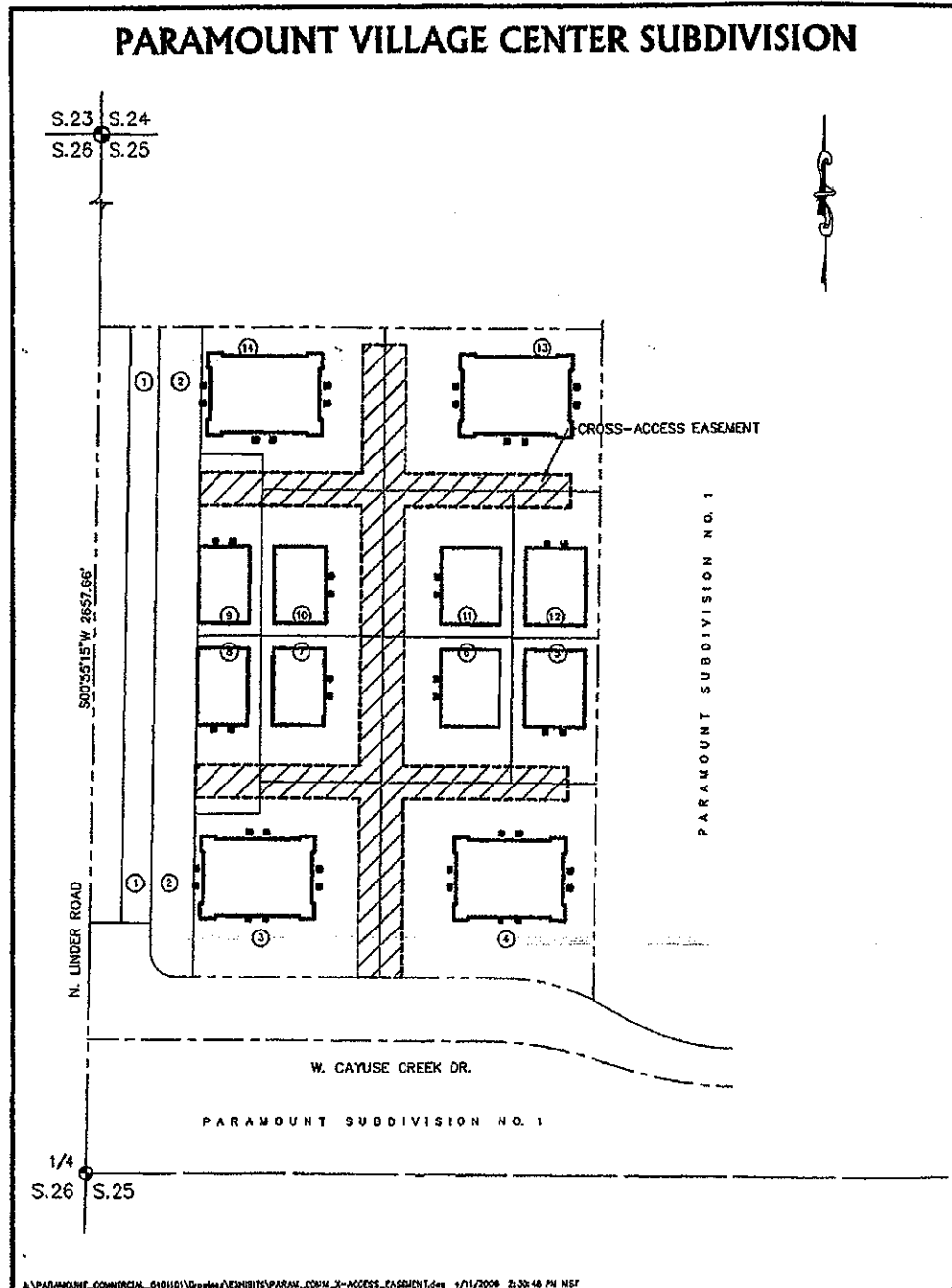
PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

EXHIBIT B

Site Plan



SCHEDULE 1

MASTER SIGN PLAN CRITERIA FOR PARAMOUNT VILLAGE

1. Paramount Village will represent all tenants on one (1) 13'5" x 10' 8" o.a. monument sign with internally illuminated 7' x 7'6" tenant display as per attached with no logos or colored copy allowed---all copy to be black vinyl.
2. Each of the (4) large Type A buildings to have a single sided 5' x 5' o.a. monument sign which will allow tenant identification within the building---specifications as per attached. Each tenant is allowed vinyl lettering --2" standard Helvetica copy- subject to approvals required by the Declaration ---no logos will be allowed and each tenant to occupy one division of the available space of the monument. Final location to be determined by individual building requirements.
3. The Type B buildings will share one monument per four buildings with the same specifications as the Type A.
4. Each Type A building will have sign opportunities on each side of the building within the designated areas and square footage allowances as shown on the attached elevation plans. Multi tenant occupancy will allow one sign per tenant unless the tenant occupies more than 50% of the building, in which case there will be a maximum of two allowed per tenant. No more than 9% of building elevation will be allowed for tenant letters per elevation.
5. Each Type B building will have sign opportunities on three sides of the building within the designated areas and square footage allowances as shown on the attached elevation plans. Multi tenant occupancy will allow one sign per tenant unless the tenant occupies more than 50% of the building or a corner location, in which case a maximum of two allowed per tenant. No more than 9% of building elevation will be allowed for tenant letters per elevation.
6. Letters may be illuminated or non-illuminated, subject to approvals required by the Declaration. Signs will be composed of individual letters with lighting to be halo or indirect lighting. Letters must be a minimum of 3/4" to maximum of 2 1/2" thick.
7. Building standard letters for Type A & B buildings will be 8" black Helvetica injection molded letters installed by stud mount and must fit within the designated area and square footage all subject to approvals required by the Declaration.
8. Door vinyl sign shall not exceed two (2) square feet and can include logos and colors subject to approvals required by the Declaration.

9. Each tenant shall be required to submit signage plans as required by the Declaration

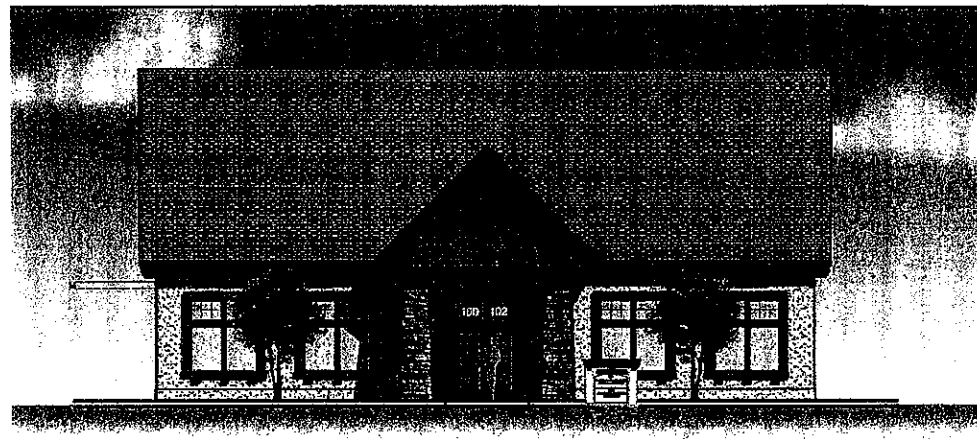
for written approval. A sign application shall be submitted to the city for any proposed signs for review and approval. All signs shall be in compliance with the criteria stated herein as well as Meridian City Code and the Declaration.

10. Upon termination of their lease, the tenant will be responsible for removal and repairs to the building structure that matches the texture, color and material used in the construction of the building.

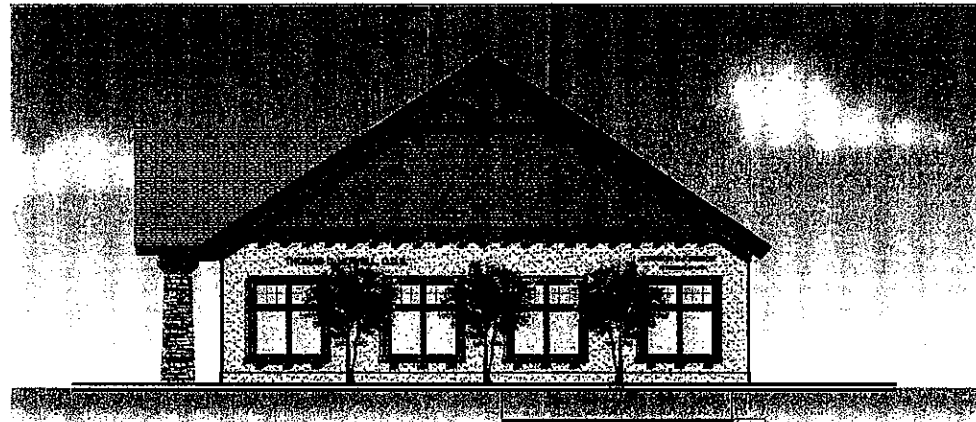
SCHEDULE 1-A

See attached.

POOR COPY

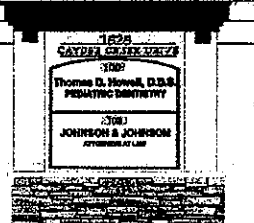


ELEVATION



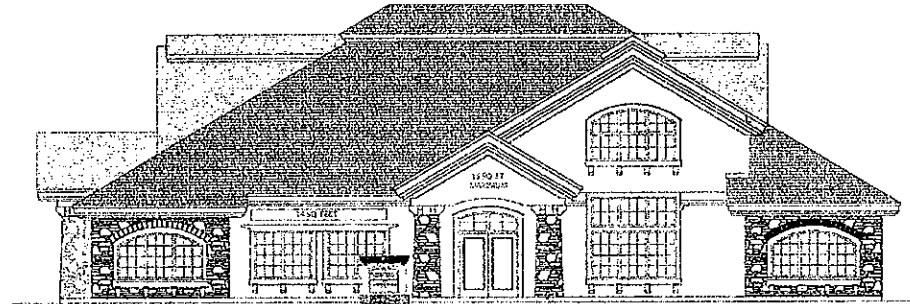
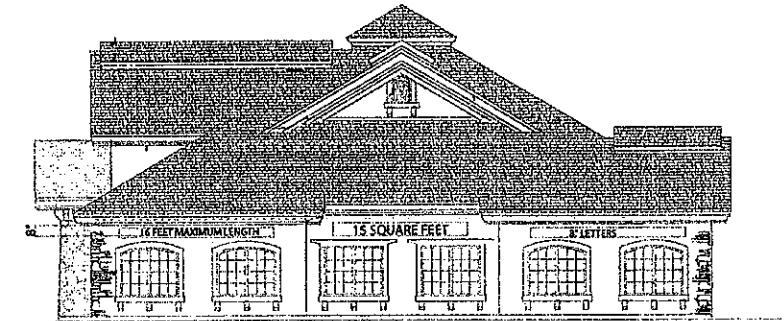
BUILDING SIGNAGE—limited to 1 line of 6", 2 lines of 6",
or 8" and 4" black injection molded letters
—copy area not to exceed 18" x 14'-0"

WINDOW LETTERING allows for logo application
all copy is subject to approvals required by the Declaration



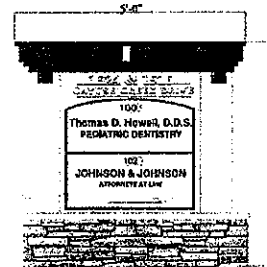
MONUMENT SIGNAGE
main copy is 2" black helvetica vinyl

type b building standard lettering



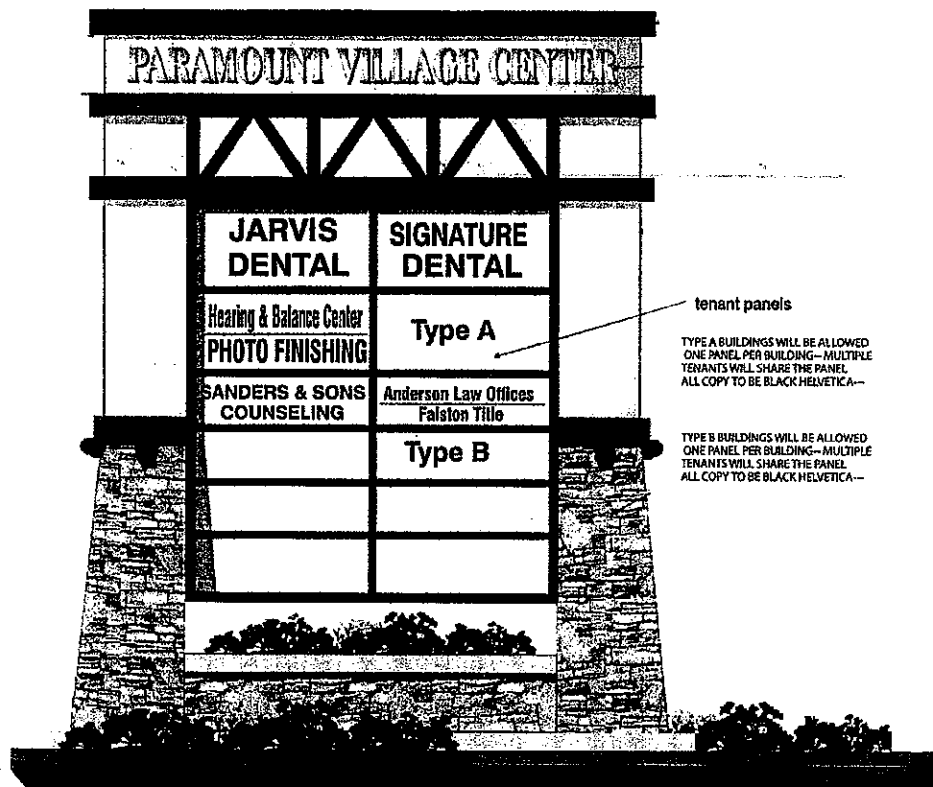
8" BUILDING STANDARD BLACK HELVETICA INJECTION MOLDED LETTERS OR ALLOWED SIZES
WITHIN DESIGNATED AREAS SUBJECT TO APPROVALS REQUIRED BY THE DECLARATION

WINDOW LETTERING allows for logo application
all copy is subject to approvals required by the Declaration



MONUMENT SIGNAGE
main copy is 2" black helvetica vinyl

type a building standard lettering



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/10/07 04:22 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 6.00 2



107127111

When recorded return to:

Eric B. Nelson
Givens Pursley LLP
601 W. Bannock Street
Boise, Idaho 83702

**First Amendment to
Amended and Restated Declaration of Covenants, Conditions, Restrictions and
Easements for Paramount Village Subdivision**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARAMOUNT VILLAGE SUBDIVISION (this "Amendment") is made and entered into as of the 6th day of ~~August~~, 2007 ("Effective Date"), by Paramount Village Owners Association, Inc. *September*

W I T N E S S E T H:

WHEREAS, Brighton Development LLC ("Brighton") recorded covenants, conditions, restrictions and easements in the records of Ada County, Idaho, as Instrument No. 107033836 the ("CCRs").

WHEREAS, Section 11.04(b) of the CCRs allow for amendment of the CCRs by the Paramount Village Owners Association, Inc., an Idaho corporation ("Association") if written consent of the Owners of at least fifty one percent (51%) of the lots in the Subdivision is presented for such amendment; and

WHEREAS, Brighton is the owner of at least fifty one percent (51%) of the lots in the Subdivision and wishes to amend the CCRs to allow a change in use of all lots in the Subdivision as are allowed by the planning and zoning department having jurisdiction over the Subdivision; and

WHEREAS, such written consent was presented to the Association requesting an amendment to the CCRs.

NOW, THEREFORE, in consideration of the foregoing, the Association hereby modifies the CCRs as follows:

1. SECTION 5.01 USE is modified by replacing the entire Section with the following:

"Lots shall be for office and service industry uses only. All such uses shall be in accordance with all applicable zoning ordinances and approvals."

IN WITNESS WHEREOF, the President and Secretary of the Association certify that the Association was presented with a written consent signed by more than 51% of the owners of the lots in Paramount Village Subdivision and authorize the amendment as so stated herein.

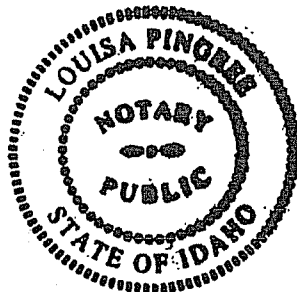
Paramount Village Owners Association, Inc.

By: [Signature]
Its: President

By: [Signature]
Its: Secretary

State of Idaho)
) ss.
County of Ada)

On this 6th day of September, in the year of 2007, before me, a Notary Public in, and for said State, personally appeared Peter Oliver and Rebecca A. Hanks known or identified to me to be the President and Secretary, respectively, of Paramount Village Owners Association, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public for Idaho
Residing at Boise, ID
My Commission expires 5/3/10

After recording, please return to:
 Brighton Corporation
 12601 W. Explorer Drive, Suite 200
 Boise, Idaho 83713
 Attn: Legal Department

ADA COUNTY RECORDER J. DAVID NAVARRO
 BOISE IDAHO 06/25/09 04:45 PM
 DEPUTY Bonnie Oberbillig
 RECORDED - REQUEST OF
 Title One

AMOUNT 18.00 6



**SIXTEENTH AMENDMENT TO MASTER DECLARATION
 OF
 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR
 PARAMOUNT SUBDIVISION
 (Common Area Lots)**

June 24, 2009

RECITALS

WHEREAS, there has been recorded by Paramount Development Inc., an Idaho Corporation, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated April 1, 2004, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County,

Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho (collectively hereafter as amended "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration authorizes the Grantor to annex additional property into Paramount Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, some previous annexations into Paramount Subdivision recorded by Grantor inadvertently omitted lots which are Common Area owned and maintained by the Association;

WHEREAS, some previous annexations into Paramount Subdivision recorded by Grantor included some lots which are Common Area owned and maintained by the Association, but such lots had already been conveyed to the Association; and

WHEREAS, the purpose of this Sixteenth Amendment is for the Grantor and Association to confirm annexation of the above described lots which are Common Area, and that such lots are and continue to be a part of Paramount Subdivision, and are subject to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration hereby.

ARTICLE I. PROPERTY COVERED

The lots which are Common Area as described in this Sixteenth Amendment and which are hereby confirmed to be annexed under the Master Declaration, and a part of the Paramount Subdivision, are as follows (collectively "Common Area Lots"):

Subdivision	Lot / Block	Plat Instrument No.
No. 4	Lots 11 & 21, Block 5	104136323
No. 5	Lot 12, Block 21	105090433

No. 6	Lot 45, Block 8	105107025
No. 8	Lots 2 & 14, Block 19	105164175
No. 9	Lot 1, Block 28	105188282
No. 10	Lot 1, Block 29	106014026
No. 11	Lot 11, Block 17	106018714
No. 12	Lot 19, Block 25	106162517
No. 14	Lot 6, Block 33	107146424
No. 15	Lot 1, Block 41 Lot 1, Block 42 Lot 1, Block 43 Lot 1-2, Block 44 Lot 1, Block 45 Lot 1, Block 46 Lot 1, Block 47 Lot 1, Block 48 Lot 1, Block 49	107146438

according to the official plat thereof filed in the records of Ada County, Idaho.

ARTICLE II. DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Sixteenth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III. ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby confirms and declares that the Common Area Lots are annexed to Paramount Subdivision, and are within the provisions of the Master Declaration, and are subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV. EFFECTIVE DATE

This Sixteenth Amendment shall be effective as of the applicable dates of the original intended annexations of the various Common Area Lots described herein.

[End of Text]

IN WITNESS WHEREOF, the undersigned has hereunto executed this Sixteenth Amendment as of the date and year first above written.

GRANTOR:

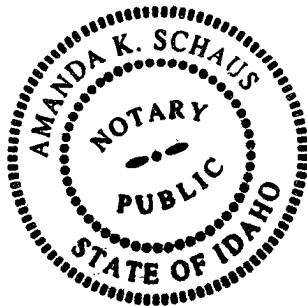
PARAMOUNT DEVELOPMENT INC., an Idaho corporation

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 24th day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of **PARAMOUNT DEVELOPMENT INC.**, an Idaho corporation, the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Amanda K. Schaus
Notary Public for Idaho
Residing: *Boise ID*
My Commission Expires: *1.24.11*

**CONFIRMATION AND CONSENT OF ASSOCIATION
AS OWNER OF THE COMMON AREA LOTS:**

Paramount Owners Association, Inc., an Idaho corporation, hereby consents to the confirms that the Common Area Lots are a part of Paramount Subdivision, and consents to the Grantor's annexation of the Common Area Lots contained herein, which Common Area Lots are subject to the terms and conditions of the Master Declaration as amended from time to time.

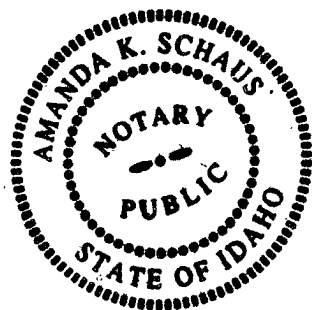
PARAMOUNT OWNERS ASSOCIATION, INC., an
Idaho corporation

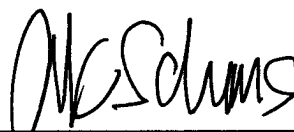
By: 
Peter J. Oliver, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 24th day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER J. OLIVER, known or identified to me to be the President of **PARAMOUNT OWNERS ASSOCIATION, INC.**, an Idaho corporation, the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
Residing: Bonanza ID
My Commission Expires: 1.24.11

CONSENT TO AMENDMENT:

U.S. BANK NATIONAL ASSOCIATION

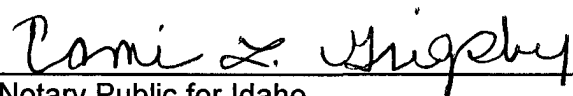
By: 
Mark A. Jensen, Vice-President

STATE OF IDAHO)
) ss:
County of Ada)

On this 24 day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. JENSEN, known or identified to me to be a Vice-President of **U.S. BANK NATIONAL ASSOCIATION**, the banking association that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said banking association, and acknowledged to me that such banking association executed the same.

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




Notary Public for Idaho
Residing: Boise, Idaho
My Commission Expires: 10-1-2014

**THIRTY-FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION**

August 6, 2014

RECITALS

WHEREAS, there has been recorded by Paramount Development, Inc., an Idaho Corporation, as Grantor, a **Master Declaration** of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated April 1, 2004, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration has been amended from time to time (collectively hereafter as amended "**Master Declaration**");

WHEREAS, Paramount Development, Inc. assigned its rights as Grantor to its affiliate Brighton Development Inc., an Idaho corporation, which entity is currently Grantor; and

WHEREAS, the Master Declaration provides that Grantor holds all of the Class B Member votes in the Association managing the Paramount Subdivision;

WHEREAS, Section 14.01 of the Master Declaration authorizes amendments to the Master Declaration pursuant to Section 14.02(b) by a majority of the total of the Class B Member votes cast by the Class B Member(s); and

WHEREAS, the purpose of the Master Declaration is for the Grantor to implement a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof, until Grantor's completion of the development of the Subdivision; and

WHEREAS, additionally as described in Article I of the Master Declaration, the Grantor "controls the management and government of the Property and the non-profit association of Owners to be until such time as the Owners take over the management functions through the Association upon substantial completion of the development process";

WHEREAS, Grantor is still developing the Paramount Subdivision and has not substantially completed the development process;

WHEREAS, Grantor desires to extend the period of Class B Membership and Class B voting rights until Grantor completes development of the Paramount Subdivision; and

WHEREAS, accordingly, the purpose of this Thirty-First Amendment is for extension of the period of Class B Membership and Class B voting rights until Grantor completes development of the Property.

AMENDMENT

NOW THEREFORE, the Grantor hereby declares it amends the Master Declaration as follows:

1. Classes of Membership. The second paragraph of Section 6.03, Classes of Membership, with the heading "CLASS B", is hereby amended by deleting its last sentence in its entirety and replacing it with the following new last sentence:

"The Class B Membership and the Class B voting rights shall expire, cease and be converted to Class A Membership only upon an express written document terminating the Class B Membership signed by Grantor and recorded in the records of Ada County, Idaho. The document will be recorded upon Grantor's determination in its sole discretion that it has completed development of the Property."

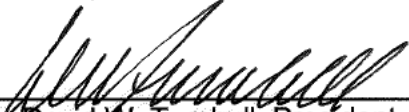
2. Miscellaneous. Unless otherwise defined herein, the words and phrases in the Thirty-First Amendment shall have the same meaning as such words or phrases are defined in the Master Declaration. In the event of a conflict between this Thirty-First Amendment and the Master Declaration, the terms and conditions of this Thirty-First Amendment shall control. This Thirty-First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

[End of Text]

IN WITNESS WHEREOF, the undersigned has hereunto executed this Thirty-First Amendment as of the date and year first above written.

GRANTOR:

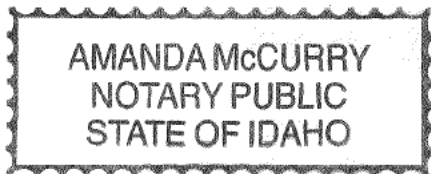
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

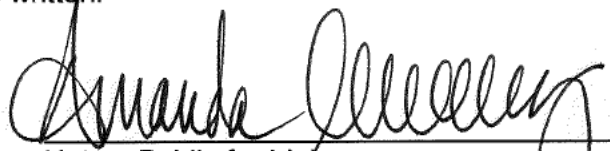
By: 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 6th day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of **BRIGHTON DEVELOPMENT INC.**, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
My Commission Expires: 4/15/2017