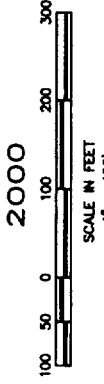


Bk. 79 Pg. 8499

PLAT OF SEGO PRAIRIE FARMS SUBDIVISION

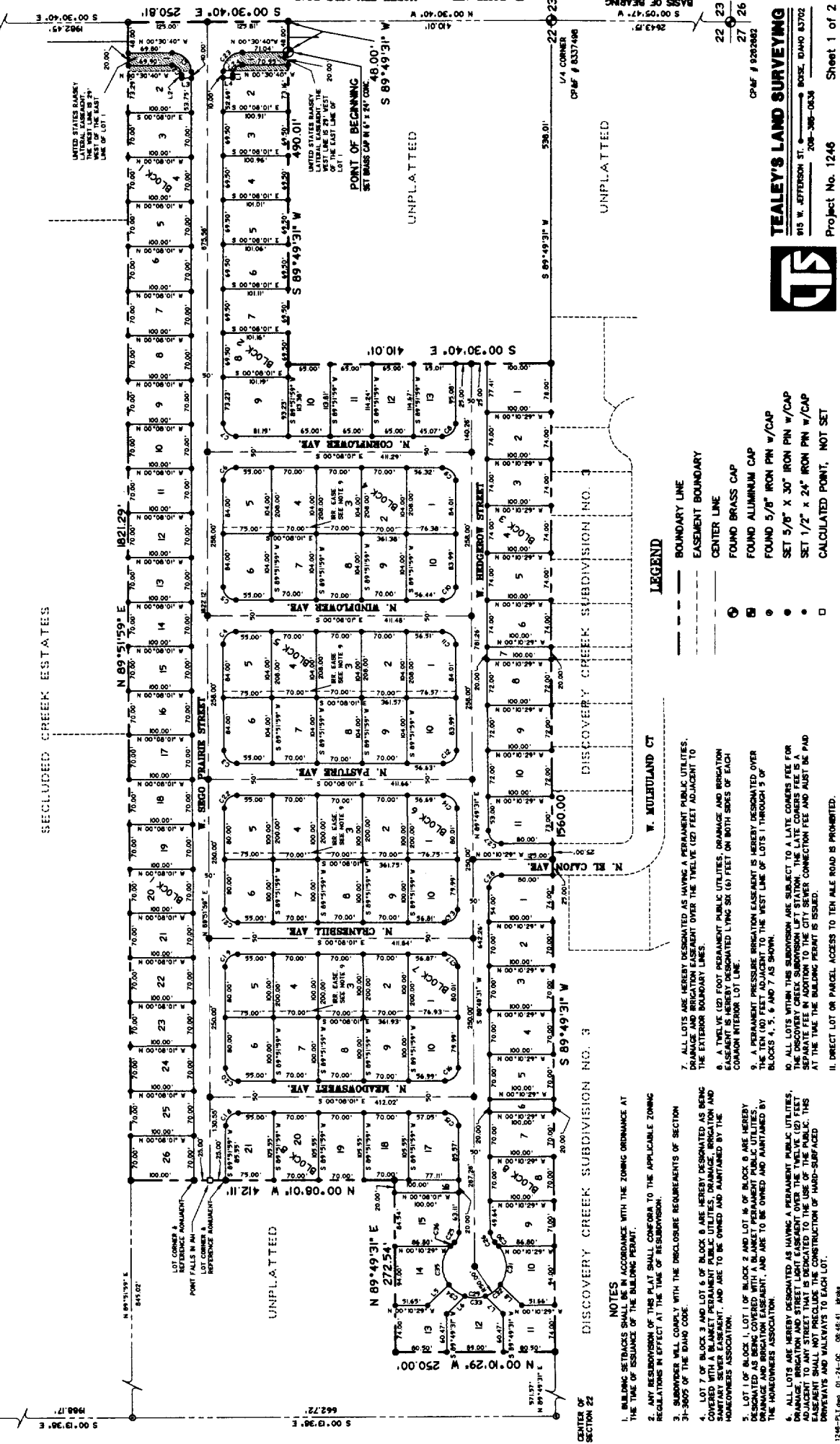
A PORTION OF THE S 1/2 OF THE S 1/2 OF THE NE 1/4, SECTION 22, T.2N., R.1W., B.M. KUNA, ADA COUNTY, IDAHO



LINE	LENGTH	BEARING
L1	5.00	S 89°51'59" W
L2	5.00	S 00°00'00" E
L3	5.00	S 89°51'59" W
L4	5.00	S 00°00'00" E
L5	5.00	S 89°51'59" W
L6	5.00	S 00°00'00" E
L7	39.42	N 45°20'50" E
L8	46.22	N 45°00'00" E

CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA	
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD	BEARING	CHORD
C-1	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-2	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-3	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-4	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-5	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-6	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-7	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-8	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-9	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-10	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-11	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-12	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-13	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-14	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-15	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-16	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-17	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-18	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28

CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA	
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD	BEARING	CHORD
C-19	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-20	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-21	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-22	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-23	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-24	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-25	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-26	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-27	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-28	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-29	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-30	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-31	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-32	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-33	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-34	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28
C-35	20.00	90°00'00"	31.42	N 45°00'00" E	28.28	N 45°00'00" E	28.28
C-36	20.00	90°00'00"	31.42	S 44°51'59" W	28.28	S 44°51'59" W	28.28



- NOTES**
- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
 - ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - SUBDIVISION WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3605 OF THE IDAHO CODE.
 - LOT 7 OF BLOCK 3 AND LOT 6 OF BLOCK 8 ARE HEREBY DESIGNATED AS BEING COVERED WITH A BLANKET PERMANENT PUBLIC UTILITIES, DRAINAGE, IRRIGATION AND EASEMENT, AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2 AND LOT 4 OF BLOCK 6 ARE HEREBY DESIGNATED AS BEING COVERED WITH A BLANKET PERMANENT PUBLIC UTILITIES, DRAINAGE, IRRIGATION AND EASEMENT, AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE, IRRIGATION AND STREET LIGHT EASEMENT OVER THE TWELVE (12) FEET ADJACENT TO ANY STREET THAT IS DESIGNATED TO THE USE OF THE PUBLIC. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HAND-SURFACE DRIVEWAYS AND WALKWAYS TO EACH LOT.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE LATE CORNERS FEE FOR THE DISCOVERY CREEK SUBDIVISION LEFT STATION. THE LATE CORNERS FEE IS A SEPARATE FEE IN ADDITION TO THE CITY SEWER CONNECTION FEE AND MUST BE PAID AT THE TIME THE BUILDING PERMIT IS ISSUED.
 - DIRECT LOT OR PARCEL ACCESS TO TEN ALE ROAD IS PROHIBITED.
 - ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT OVER THE TWELVE (12) FEET ADJACENT TO THE EXTERIOR BOUNDARY LINES.
 - A TWELVE (12) FOOT PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT IS HEREBY DESIGNATED LYING SIX (6) FEET ON BOTH SIDES OF EACH COMMON INTERIOR LOT LINE.
 - A PERMANENT PRESSURE IRRIGATION EASEMENT IS HEREBY DESIGNATED OVER THE TEN (10) FEET ADJACENT TO THE WEST LINE OF LOTS 1 THROUGH 5 OF BLOCKS 4, 5, 6 AND 7 AS SHOWN.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE LATE CORNERS FEE FOR THE DISCOVERY CREEK SUBDIVISION LEFT STATION. THE LATE CORNERS FEE IS A SEPARATE FEE IN ADDITION TO THE CITY SEWER CONNECTION FEE AND MUST BE PAID AT THE TIME THE BUILDING PERMIT IS ISSUED.
 - DIRECT LOT OR PARCEL ACCESS TO TEN ALE ROAD IS PROHIBITED.

- LEGEND**
- BOUNDARY LINE
 - EASEMENT BOUNDARY
 - CENTER LINE
 - FOUND BRASS CAP
 - FOUND ALUMINUM CAP
 - FOUND 5/8" X 30" IRON PIN w/CAP
 - SET 5/8" X 30" IRON PIN w/CAP
 - SET 1/2" X 24" IRON PIN w/CAP
 - CALCULATED POINT, NOT SET



TEALEY'S LAND SURVEYING
 810 W. JEFFERSON ST. BOISE, IDAHO 83702
 Project No. 1246
 Sheet 1 of 2

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 54.00 DEPUTY *Marion*

2000 JA 20 PM 3:58

100005200

DECLARATION OF

AMERICAN LAND TITLE CO.

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SEGO PRAIRIE FARMS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEGO PRAIRIE FARMS SUBDIVISION (this "Declaration") is made effective as of the 1st day of February, 2000, by American General Developers ("Grantor").

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Segoe Prairie Farms Subdivision (this "Declaration") is property in the County of Ada, State of Idaho, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property").

1.2 Purpose of Declaration. Segoe Prairie Farms Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from the City of Kuna and documented in the City of Kuna files, or any other development plan(s) for which Grantor may from time to time obtain approval. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, plans and equitable servitudes (collectively, the "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon.

ARTICLE II: DECLARATION

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

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

ARTICLE III: DEFINITIONS

- 3.1 "Sego Prairie Farms Subdivision" shall mean the Property.
- 3.2 "Building Lot" shall mean one or more lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.
- 3.3 "Declaration" shall mean this Declaration as it may be amended from time to time.
- 3.4 "Grantor" shall mean American General Developers, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by American General Developers.
- 3.5 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever.
- 3.6 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.7 "Person" shall mean any individual, partnership, corporation or other legal entity.
- 3.8 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.
- 3.9 "Property" shall mean those portions of the Property described herein including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.
- 3.10 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.
- 3.11 "Assessments" shall mean those payments required of Owners and Association Members.
- 3.12 "Association" shall mean Sego Prairie Farms Homeowners' Association, Inc., a nonprofit corporation organized or to be organized under the laws of the State of Idaho, its successors and assigns.
- 3.13 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.14 "Bylaws" shall mean the Bylaws of the Association.
- 3.15 "Common Area" shall mean any or all parcels of Sego Prairie Farms Homeowners' Association, Inc., that are designated on the Plat as private streets or drives, and common open space, common landscaped areas.
- 3.16 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

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

3.18 **"Regular Assessment"** shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.19 **"Special Assessment"** shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to Association, pursuant to the provisions of this Declaration.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 **Structures - Generally.** All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 **Use, Size and Height of Dwelling Structure.** All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure of frame, stone or brick construction. No structure having more than two (2) stories above ground shall be allowed.

4.1.2 **Accessory Structures.** Detached structures shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee, as provided more fully in Article V below. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and guest homes, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Each dwelling unit shall have an attached or detached garage to house a minimum of two (2) standard-sized cars.

4.1.3 **Exterior of Dwelling Structure.** No fence shall be allowed except as approved by the Architectural Committee. The visual harmony and aesthetic appeal of the structures on the Building Lots being of mutual concern to all Owners and having a direct bearing on the value of Building Lots and Improvements thereon, the Architectural Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Building Lots. No gravel roofs are permitted. Roofs shall be a minimum of 3 in 12 pitch with asphalt shingles and/or other materials as approved by the Architectural Committee.

4.1.4 **Location on Building Lot.** Unless otherwise specifically approved in writing by the Architectural Committee, all structures (exclusive of fences and similar structures) shall be placed within the building setbacks for each Building Lot. All utility facilities and/or systems used in connection with a Building Lot shall be placed underground. Each Owner shall place fencing (as approved by the Architectural Committee) subject to the following restrictions:

(a) Fence and walls shall not extend closer to any street than twenty feet (20') nor project beyond the setback of the principal building on the Building Lot. No fence higher than six feet (6') shall be allowed without the prior approval of the City of Kuna (if required) and the Architectural Committee.

(b) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Building 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.

(c) No fence or wall shall interfere with the use and enjoyment of any easement shown on the Plat.

(d) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Building Lots and streets, and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Building Lots.

4.1.5 Completion of Construction. Once any Owner of a Building Lot shall have commenced the construction of a dwelling unit or structure in compliance with the restrictions herein, such construction shall be completed within one (1) year thereafter. The term "commenced the construction" as used in this subparagraph 4.1.5 shall mean the start of actual physical construction activities upon such dwelling unit or structure upon such Building Lot.

4.2 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. Any building or structure that is vacant and unoccupied shall be kept locked and the windows glazed to prevent entrance by vandals. Vacant structures and unimproved Building Lots shall not be exempt from the provisions of this Declaration.

4.3 Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Building Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Building Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Building Lot. No derrick or other structure design for use in boring for oil or nature gas shall be erected, maintained or permitted upon any Building Lot.

4.4 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Architectural Committee.

4.5 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual or visitor use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.6 No Unscreened Boats, Campers and Other Vehicles. No dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are concealed from view in a manner approved by the Architectural Committee and using, without limitation, fencing and/or landscaping. Further, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles shall be stored in the area between the front plane of a dwelling unit on a Building Lot and any street.

4.7 Unsightly Articles; Nuisances. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. Vacant Building Lots are to be kept in clean natural state. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. No building materials of any kind shall be placed or stored on a Building Lot until the Owner of such Building Lot or such Owner's builder is ready and able to commence construction.

4.8 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.9 Exterior Energy Devices. All energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Building Lot without the prior written approval of the Architectural Committee, except for heat pumps or similar appliances shown on the plans approved by the Architectural Committee.

4.10 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Chronic dog barking shall be considered a nuisance. This paragraph 4.10 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others, provided such animals are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Building Lot.

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

4.11.1 ACHD Maintenance. Notwithstanding the Association is obligated to maintain the Common Area and facilities contained therein, it is hereby provided that Ada County Highway District ("ACHD") may elect to maintain any part or facility of the Common Area should the Association fail to maintain the Common Area. In the event that ACHD determines, in its sole reasonable discretion, that the Association is not adequately maintaining the Common Area, ACHD shall, before undertaking maintenance of the Common Area, provide written notice of its intention to begin maintenance of the Common Area within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Association shall fail to commence and conclude maintenance of the Common Area to the extent such items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in such event, ACHD may begin to undertake maintenance of the Common Area.

ACHD is hereby granted an irrevocable license to enter upon any portion of the Common Area to perform inspection and maintenance. Should ACHD engage in maintenance of the Common Area after having provided notice to the Association and having provided the Association an opportunity to undertake such maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all Building Lots in Sego Prairie Farms Subdivision with power of sale as to each and every Building Lot to secure payment of the costs in connection with such maintenance. This section shall not be amended, and the Homeowners' Association shall not be dissolved, without prior written approval from ACHD.

4.12 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) such signs identifying Sego Prairie Farms Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; (3) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; and (4) any sign required by the City of Kuna. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. No sign shall be placed in the Common Area without the written approval of the Architectural Committee.

4.13 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would be in violation of any law.

4.14 No Further Subdivision. No Building Lot may be further subdivided; provided, however, the conveyance of an insignificant portion(s) of a Building Lot to the Owner of the Building 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 Building Lot within the prohibition contained herein.

4.15 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor need not seek or obtain Architectural Committee approval of any Improvements constructed or placed within the Property by Grantor, but this particular exception shall not apply to building(s) or structure(s) constructed by Grantor on a Building Lot owned by Grantor. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.16 Landscaping. The owners of lots in Sego Prairie Farms Subdivision shall be required to sod the front yards upon the initial construction of a residence on each of said lots. The sod must be installed within 30 days of issuance of an occupancy permit by the appropriate municipal authority. Within 60 days of issuance of an occupancy permit by the appropriate municipal authority, the developer will install a tree of the developer's own choosing, and at the developer's sole expense, in the front yard of each newly constructed residence. The location of the tree shall be set in the sole discretion of the developer, who shall make every reasonable attempt to install the tree in a location consistent with any landscaping plan for the residence. Subsequent to installation of the tree, responsibility for maintenance and replacement of the tree shall rest with the current owner of the residence.

ARTICLE V: SEGO PRAIRIE FARMS HOMEOWNERS ASSOCIATION, INC.

5.1 Organization of Sego Prairie Farms Homeowners' Association, Inc. Sego Prairie Farms Homeowners' Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The

number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the happening of either of the following events, whichever occurs earlier:

- (a) when seventy-five (75%) percent of the Building Lots have been sold to Owners other than Grantor; or
- (b) on October 31, 2001.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including, without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration, or the Bylaws.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws.

5.5.1.3 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) 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 the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.4 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.4.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.5.1.4.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, storm water facilities, if any, irrigation system, sidewalks, and driveways.

5.5.2.2 Maintenance of Landscaping, Fences and Building Exteriors. Maintain any and all berms, landscaping, retaining walls, and fences within and abutting the Common Area. The Association shall maintain or provide for the maintenance of the exterior of all residences constructed on Building Lots which shall be a common expense of the Association, excluding, however, door exteriors and windows.

5.5.2.3 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to

the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.5 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.5.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Property, including, without limitation, each residential structure, but excluding the personal property of each resident.

5.5.2.5.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage.

5.5.2.5.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

5.5.2.5.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.5.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.5.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.5.7 Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Building Lot, such Owner's personal property, for such Owner's personal liability, and covering

such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this article. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Building Lot and/or the Mortgagee.

5.5.2.6 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

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

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

5.7.1 Operating Statement. A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association 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 annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 1 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: ARCHITECTURAL CONTROL

6.1 Architectural Committee. In order to protect the quality and value of all homes built on the Property, and for the continued protection of the Owners thereof, an Architectural Committee, initially consisting of Allan Chandler. When control of the Homeowners' Association is turned over to the homeowners, a committee of three (3) shall be appointed by the Board, and a two-thirds (2/3) vote of the Architectural Committee is required for approval.

6.2 Approval by Committee. No building, fence, wall, patio cover, window awning or other Improvement shall be commenced, erected, or maintained upon any Building Lot, Common Area or other portion of the Property, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, color, and such other detail as the Architectural Committee may require shall have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the Architectural Committee, in writing, approval will not be required, and this Article will be deemed to have been fully complied with.

6.3 Rules and Regulations. The Architectural Committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Architectural Committee may deem appropriate with regard to the right of concerned parties due to be heard on any matter before the Architectural Committee. The Architectural Committee is further hereby empowered to adopt such regulations as it shall deem appropriate, consistent with the provisions of this Declaration, with regard to matters subject to the Architectural Committee's approval, including matters of design, materials and aesthetic interest. Such rules, after adoption shall be of the same force and effect as if set forth in full herein.

ARTICLE VII: COMMON AREA

7.1 Use of Common Area. Every Owner shall have a right to use the Common Area, more fully described as Lot 1, Block 1, Lot 1, Block 2 and Lot 7, Block 3, and Lots 6 and 16, Block 8, which right shall be appurtenant to and shall pass with the title to every Building Lot.

7.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in this Declaration, and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Damages. Each Owner shall be fully liable for any damage to the Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Sego Prairie Farms, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges 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 property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for

delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether such Owner remains an Owner.

8.2 Regular Assessments. All Owners, including Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Property as provided further herein; including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Property, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Sego Prairie Farms for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

8.3 Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse

the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Segoe Prairie Farms.

8.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

8.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

8.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at ten percent (10%) per annum calculated the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Building Lot.

8.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 8.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

8.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 9: ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may

exercise the power of foreclosure and sale pursuant to paragraph 9.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 9.6 with respect to a first mortgagee or beneficiary who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE X: EASEMENTS

10.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 7.1.

10.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Area, resulting from the normal use of adjoining Building Lots or Common Area, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

10.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property.

10.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Sego Prairie Farms Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and Grantor shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

10.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

10.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the

Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

ARTICLE XI: MISCELLANEOUS

11.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2015, unless amended as herein provided. After December 31, 2014, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners in Sego Prairie Farms Subdivision and such written instrument is recorded with the Ada County Recorder.

11.2 Amendment.

11.2.1 By Grantor. Except as provided in paragraph 8.2.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

11.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article VIII, shall be by an instrument in writing signed and acknowledged by ninety percent (90%) the Owners and such amendment shall be effective upon its recordation with the Ada County Recorder.

11.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

11.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.4 Enforcement and Non-Waiver.

11.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

11.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof is hereby declared a nuisance and will give rise to a cause of action in Grantor, or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both.

11.4.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

11.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

11.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

11.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

11.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

11.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 8.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

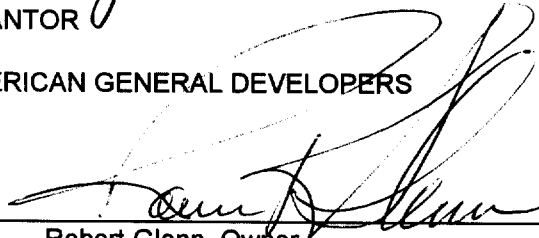
11.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

11.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

11.6 Successors and Assigns. All references herein to Grantor, Owners, or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, or person.

IN WITNESS WHEREOF, American General Developers has set its hand this 20th day of January, 2000.

GRANTOR
AMERICAN GENERAL DEVELOPERS

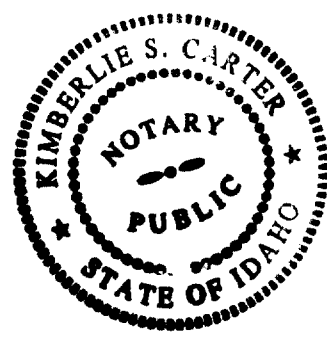
By: 
Robert Glenn, Owner

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of January, 2000, before me, a Notary Public in and for said State, personally appeared ROBERT R. GLENN, dba American General Developers, a sole proprietorship, known to me to be the person who signed the within and foregoing document and acknowledged to me that he executed the same.

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

Kimberlie S. Carter
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 12/22/2001



ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED-REQUEST OF

FEE 6.00 DEPUTY Mason
2354

2000 AP 21 PM 4:42

100030282

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SEGO PRAIRE FARMS SUBDIVISION NO. 1 AND 2

TRANSACTION TITLE & ESCROW

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (CC&R's) for Segoe Prairie Farms Subdivision 1 and 2 is made effective this 21 th day Of April, 2000, by grantor, Corey Barton Construction, Inc

1. **CC&R's Recording:** The original CC&R's were recorded the 20th day of January, 2000 in Ada County as instrument # 100005309 and _____ th day of _____, 2000 in Ada County as instrument # _____.
2. **Amendments to CC&R's:** The CC&R's referred to in Paragraph 1 above are hereby amended as follows:
 - 8.2.4 **Initial Regular Assessment:** The initial regular assessment for the first calendar year (2000) is to be fifty dollars (\$50.00) per year per lot. This initial assessment is due upon sale of a lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the lot from the Declarant to the Buyer.
 - 8.2.5 **Start up assessment:** Upon the first sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the Association at closing an initial Association start-up fee equal to one hundred dollars (\$100.00) to be used for general Association purposes. This fee shall be a one time initial start-up fee, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing but shall only be paid once per lot.
 - 8.2.6 **Amendment Authority:** Grantor Corey Barton Construction Inc, is the owner of more than 90% of the votes in Segoe Prairie Farms Subdivision and pursuant to Section 11.2.2 of the original CC&R's referred to in Paragraph 1 above hereby gives its written consent to these Amendments which shall be effective upon recording of this First Amendment.

IN WITNESS WHEREOF, Corey Barton Construction, Inc., has set its hand this 21st day of April, 2000.

GRANTOR

COREY BARTON CONSTRUCTION, INC.

By: 

Corey Barton, President

ACKNOWLEDGEMENT — Corporate

STATE OF Idaho County of Ada

On this 21st day of April 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared

Corey Barton known or identified to me to be the president

of 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: [Handwritten Signature]
Name: Kelli Grenke (type or print)

Residing at: RESIDING IN CALDWELL, IDAHO
My commission expires: COMMISSION EXPIRES: 12-24-2004

