



BANBURY MEADOWS SUBDIVISION
RESTATED MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Dated: APRIL 16, 1999
[Amended by Fifth Supplement 7/23/2004]

Including supplements 1 to 8
and all modifications through
May 8, 2007

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MASTER
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BANBURY MEADOWS SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BANBURY MEADOWS SUBDIVISION is made effective as of the 16th day of April, 1999, by Hoff Companies, Inc. ("Grantor and "Class B Member") and Banbury Meadows Homeowners' Association, Inc., an Idaho non-profit corporation ("Master Association"). *[Amended by Fifth Supplement 7/23/2004]*

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Master Declaration of Covenants, Conditions and Restrictions for Banbury Meadows Subdivision ("Master Declaration") is the Property legally described in **Exhibit A** attached hereto and made a part hereof (the "Property"). Grantor intends to develop the Property in stages, which are generally depicted in **Exhibit C** to this Master Declaration. Each development stage shall constitute a Tract, as defined herein. *[Added by First Supplement 6/2/1999]*: The covenants, conditions and restrictions contained in this First Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter modified.

1.2 Residential Development. Banbury Meadows Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from Eagle City and documented in Eagle City files or any other development plan(s) for which Grantor may from time to time obtain approval. Certain portions of the Property may be developed for quality detached single-family residential homes, townhomes and patio homes. The Property may contain parcels of Common Area, including but not limited to streams and canals, public and/or private open space, park areas, landscaping, wildlife habitat, recreational facilities, private streets, drives, and other amenities and facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Master Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. *[Added by First Supplement 6/2/1999]*: The First Supplement Property is a residential development to be developed in accordance with existing development approvals obtained from the City of Eagle, or any other development plan(s) which may from time to time be approved.

1.3 Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "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, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner. *[Added by First Supplement 6/2/1999]*: The purpose of this First Supplement is to designate the First Supplement Property as a Tract under the Master Declaration, to designate and provide for management of Common Area, to include the Owners of Building Lots in the Master Association, and to set forth other terms and conditions which are uniquely suited for the Improvements to be constructed upon the First Supplement Property. This First Supplement further grants certain rights to Starwood of Eagle, Inc., an Idaho corporation ("Starwood"), and its successors and assigns, in contemplation of its development and operation of the First Supplement Property.

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 should 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, or by the Master Association or any Local Association. *[Added by First Supplement 6/2/1999]*: The First Supplement Property and each Building Lot, parcel or portion is a part of the Property as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this First Supplement. *[Added by Second Supplement 7/26/1999]*: The property contained in the Second Supplement Property, and each building lot, parcel or portion thereof is a part of the Property as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions and restrictions, and all provisions of the Master Declaration and this Second Supplement. The Second Supplement Property is generally designated as Tract 2 in Exhibit C to the Master Declaration. *[Added by Third Supplement 5/25/2000]*: The property described as the "Third Supplement Property" shall be held, sold, conveyed and be subject to the Declaration and the Third Supplement to the Master Declaration. *[Added by Fourth Supplement 1/25/2002]*: The property described as the "Fourth Supplemental Property," shall be held, sold, conveyed and be subject to the Declaration and the Fourth supplement to the Master Declaration...The provisions set forth on the Fourth Supplement shall control and prevail upon any conflicting provisions contained in the Declaration. *[Added by the Fifth Supplement 7/23/2004]*: ...the property described as the "Fifth Supplemental Property," shall be held, sold, conveyed and be subject to the Declaration and the Fifth supplement to the Master Declaration. The provisions set forth on this Fifth Supplement shall control and prevail upon any conflicting provisions contained in the Declaration. *[Added by Sixth Supplement 5/12/2005]*: ...the "Sixth Supplemental Property," shall be held, sold, conveyed and be subject to the Declaration and the Sixth Supplement to the Master Declaration... The provisions set forth on this Sixth Supplement shall control and prevail upon any conflicting provisions contained in the Declaration. *[Added by Seventh Supplement 10/4/2005]*: ...the property described as the "Seventh Supplemental Property," shall be held, sold, conveyed and be subject to the Declaration and the Seventh Supplement to the Master Declaration...The provisions set forth on this Seventh Supplement shall control and prevail upon any conflicting provisions contained in the Declaration.

Notwithstanding the foregoing, no provision of this Master 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 "Architectural Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XI hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 "Assessments" shall mean those payments required of Owners, Master Association Members, or Local Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Master Declaration.

3.4 "Association" shall mean the Master Association and/or a Local Association, whichever is appropriate in the context.

3.5 "Association Rules" shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of an Association.

3.7 "Building Lot" shall mean one or more lots within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single family residential lots, but shall not include the Common Area. *[Added by the Third Supplement 5/25/2000]:* The following lots shall be referred to as "Estate Lots": Lots 13 through 16 Block 28 and Lots 12 through 19 Block 29. When a single family residence is constructed on two or more Estate Lots, the Estate Lots on which the single family residence under common ownership is constructed shall be deemed ONE lot for the limited purpose of the Uniform Building Code. With respect to voting rights and assessments, each of the combined lots shall retain the individual rights and burdens.

3.8 "Bylaws" shall mean the Bylaws of an Association.

3.9 "Common Area" shall mean any or all parcels of Banbury Meadows Common Area or Local Common Area, whichever is appropriate in the context, and shall include, without limitation, all such parcels that are designated on any recorded plat for all or any portion of the property described in **Exhibit A** as private streets or drives, common open space, common landscaped areas, and waterways.

3.10 "Declaration" shall mean this Master Declaration as it may be amended from time to time.

3.11 "Grantor" shall mean Banbury Meadows, LLC or Hoff Companies, Inc., or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Hoff Companies, Inc. or its successor.

3.12 "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, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, pressurized irrigation system, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

3.12 "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 Master Association or Local Association for corrective action performed pursuant to the provisions of this Master Declaration or any Supplemental Declaration, including interest thereon as provided in this Master Declaration or a Supplemental Declaration.

3.13 "Local Association" shall mean any profit or not-for-profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established pursuant to the terms of this Master Declaration or a Supplemental Declaration by Grantor.

3.14 "Local Association Board" shall mean the duly elected and qualified Board of Directors, or other governing board or individual, if applicable, of a Local Association.

3.15 "Local Common Area" shall mean all real property in which a Local Association holds an interest or which is held or maintained for the mutual use and benefit of such Local Association and its Members Local Common Area may be established from time to time by Grantor on any portion of the Property by describing such an area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration or in any Supplemental Declaration. Local Common Area may include easement and/or license rights.

3.16 "Master Association" shall mean the Idaho profit or non-profit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Master Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Master Association the "Banbury Meadows Homeowners' Association, Inc.", or any similar name which fairly reflects its purpose.

3.17 "Member" shall mean each person or entity holding a membership in the Master Association. Where specific reference or the context so indicates it shall also mean persons or entities holding membership in a Local Association.

3.18 "Banbury Meadows Common Area" shall mean all real property in which the Master Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Banbury Meadows Subdivision and each Owner therein. Banbury Meadows Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Master Declaration or any Supplemental Declaration. Banbury Meadows Common Area is to be distinguished from Local Common Area, which may or may not allow entry and use by those Owners who are not Members of a Local Association or who are not Owners within a particular Tract. Banbury Common Area may include easement and/or license rights.

3.20 "Banbury Meadows Subdivision" shall mean the Property.

3.21 "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.

3.22 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.23 "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.

3.24 "Property" shall mean those portions of the Property described on **Exhibit A** attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.25 "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 an Association which is to be levied against the Property of and paid by each Owner to the Master Association, or applicable Local Association, pursuant to the terms hereof or the terms of this Master Declaration or a Supplemental Declaration.

3.26 "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 the Master Association, or applicable Local Association pursuant to the provisions of this Master Declaration or a Supplemental Declaration.

3.27 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.28 "Tract" shall mean a defined portion of the Property within, which the contemplated development involves a common use or compatible uses, and which may have been designed as a Tract by recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, and may be managed to the extent permitted herein by a Local Association subject to Supplemental Declarations relating to each Tract. Each Tract is generally depicted on **Exhibit C**, attached hereto and made a part hereof.

3.29 "Visible Above Ground". With respect to any given object, such object is or would be visible to a person six feet tall standing on an assumed floor elevation two feet (2') above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

3.30 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, wetlands, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

3.31 "Banbury Meadows Wildlife Habitat and Nature Park" shall mean all of that certain real property within Banbury Meadows Subdivision more particularly described in **Exhibit B**.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

[Added by First Supplement 6/2/1999]: Until such time as an occupancy permit has been issued for all Building Lots in the Supplemental Property and each dwelling unit is occupied, no Person, including Grantor, the Master Association and Starwood, shall take any act or exercise any right reserved (including any right reserved by, in or through the Master Declaration) with regard to the First Supplement Property that would impose an additional burden or obligation on the First Supplement Property except as may be mutually agreed upon by Grantor, the Master Association and Starwood. A non-exhaustive list of acts or reservations herein restricted, includes:

- (i) Dedicate or transfer any portion of the First Supplement Property to any public agency, authority or utility, or otherwise to the general public or for the general public or for any public purpose whatsoever.
- (ii) Amend the Master Declaration if such amendment imposes an additional burden or obligation on the First Supplement Property.
- (iii) Amend the First Supplement.
- (iv) Record, modify or vacate any plat for or including the First Supplement Property.
- (v) Subdivide or resubdivide any portion of the First Supplement Property.
- (vi) Grant, establish and/or reserve any license, easement, reservation or right-of-way on any portion of the Common Area.
- (vii) Use any structure on the First Supplement Property as a model home or real estate sales or leasing office.
- (viii) Create any Local Association for the First Supplement Property.

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 Master Declaration. *[Added by First supplement 6/2/1999]:* The following standards and restrictions shall be applicable to the construction of residential structures on the First Supplement Property:

- (i) No residential structures shall be built to a height greater than twenty-eighty (28) feet (as measured from the natural contour of the surrounding area).
- (ii) No residential structures shall contain less than fourteen hundred (1400) square feet of building space, excluding garage space.
- (iii) Two-story residential structures shall be permitted on any Building Lot located in the First Supplemental Property.

[Added by Second Supplement 7/27/1999]: Structures - Residential. The following standards and restrictions shall be applicable to the construction of residential structures on the non-common area lots contained in the Second Supplement Property:

- (i) No residential structures greater than one-story in height may be constructed on the following lots:

Lots 1, 4, 8, 9, 13, and 14, Block 12

Lot 4, Block 20

Lot 9, Block 22

Lot 4, Block 24

Lot 1, Block 25

No bonus rooms or living quarters of any kind or nature shall be allowed to be constructed on the second story of the residences constructed on the above-described single-story lots.

- (ii) No residential single-story structure shall contain less than 1,800 square feet of interior floor area, exclusive of porches and garages. Two-story residential structures must contain a minimum of 1,400 square feet of interior floor area on the first floor, and a minimum of 500 square feet of interior floor area on the second floor. The aforementioned size limitations are subject to variances as may be permitted in Article XI Section 11.9 of the Master Declaration.

[Added by Third Supplement 5/25/2000]: The additional identification of single story Lots is as follows:

Lots 2, 4, 9 Block 26

Lots 13, 19 Block 29

Notwithstanding the foregoing, if Lots 13 and 19 Block 29 are combined with Adjacent Lots for the construction of a single residence under common ownership with the Adjacent Lots, the Combined Lots (defined as "Estate Lots" in Article III, Section 3.7) shall not be under the single story restriction set forth above,"

[Added by Seventh Supplement 11/4/2005]: Lots 4 - 57 are identified as Patio Home Lots

Lots 35 and 36 Block 43, Lots 37 and 38 Block 43, Lots 44 and 45, Block 43 are designated as Patio Home Unit Duplexes. These Patio Home Lots which are listed together shall have one Patio Home Unit Duplex built on the two adjacent Patio Home Lots with the common party wall on the boundary line between the two listed Patio Home Lots. Each of the Patio Home Units in a duplex shall be a single family residence.

4.1.1 Lot Use. All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such business does not employ any person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. Additional building restrictions will be set forth in Supplemental Declarations permitted under Article VI of this Master Declaration. The restrictions set forth herein shall be interpreted and construed in accordance with state and federal law and shall not be enforced against any business, entity or person on the basis of race, color, religion, sex, handicap, familial status, or national origin. The foregoing is specifically reiterated and applicable to all of the Property presently consisting of Banbury Meadows and shall be applicable to all future Supplemental Property annexed to Banbury Meadows and subject to the Declaration. *[Amended by the Eighth Supplement 6/30/2006] [Supplement number corrected 8/15/2006]*

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plans have been reviewed in advance by the Architectural Committee (and, if required, by an applicable Local Architectural Committee pursuant to paragraph 11.10) and the same has been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including approved material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Master Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive, or by any Supplemental Declaration.

4.1.4 Building Elevations. All residential structures within Banbury Meadows Subdivision shall be designed and constructed so that the finished floor level of the interior living area of such residence is at least one (1) foot above the 100 year flood plain

level of the Boise River, or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho.

4.1.5 Accessory Structures. No detached storage sheds shall be allowed on any Building Lot. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, 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. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located. Basketball backboards shall not be allowed unless approved by the Architectural Review Committee in approved locations and subject to aesthetic screening restrictions. All of the above allowed items are subject to Architectural Committee approval.

[Added by conciliation agreement with US Department of Housing and Urban Development and Intermountain Fair Housing Council 5/23/2006]: The Banbury Meadows Homeowner Association ("Association") recognizes the value of maintaining and promoting a community environment suitable for all families regardless of race, color, religion, sex, handicap, familial status or national origin. The Association is therefore dedicated to fostering an open and welcoming community for all families. To meet this goal, the Association must strive to ensure that its homeowners do not use their individual properties in such a manner so as to discourage or limit the use and enjoyment of property owned by other homeowners. Further, it is essential that each particular homeowner does his or her part not to detract from the overall aesthetic quality expected from the neighborhood's residents in general. The Association understands that flexibility and compromise are qualities essential to achieving these goals. To this end, the Association is committed to developing a set of objective procedures to govern the decision making process for permitting variances to the Association's Master Declaration of Covenants, Conditions and Restrictions. In addition to establishing a fair and consistent process for deciding variances, the Association shall endeavor to consider each request for a variance in an impartial and just manner regardless of race, color, religion, sex, handicap, familial status or national origin.

4.1.6 Driveways. All access driveways shall have a wearing surface of concrete, or other hard surface materials as approved by the Architectural Committee, and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads.

4.1.7 Mailboxes. All mailboxes will be constructed as required by the applicable Building Guidelines and shall be located on or adjoining Building Lot lines at places designated by Grantor or the Architectural Committee.

4.1.8 Fencing. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the street side of the Building Lot past the

street side plane of the dwelling structure constructed thereon. No fence, hedge, or boundary wall which obstructs site lines at an elevation between four (4) and eight (8) feet above any street shall be placed or permitted to remain on any Corner Lot. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as allowed by Building Guidelines approved by the applicable Architectural Committee.

All rear yard fences which abut BGC inclusive of fairways, lakes, trees and greens shall be of non-view obstruction design and construction. All fences must be approved by the Architectural Committee and by the record owner of BGC. The foregoing may only be varied by a written consent approved by the Architectural Review Committee and the record owner of BGC.

4.1.9 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.2 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 applicable Architectural Committee.

4.3 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 result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view, without the approval of the applicable 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) temporary signs naming the builder and realtor; (3) such signs identifying Banbury Meadows Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) 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 the street side of a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise there from 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. 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. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Master Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Master Association. The sale of golf balls and refreshments to patrons of BGC from Building Lots or from Common Area is strictly prohibited.

4.7 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. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be an Associations' responsibility to maintain, the Board of the Local Association of which such Owner is a Member (or the Board of the Master Association if the Local Association fails to act), upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Local or Master Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Master Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, 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 therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 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 applicable Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time 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 Common Area over, any Building Lot in the Property.

4.9 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Eagle City Code or by the Master or Local Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VIII herein, as may be applicable.

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Board of the Master Association and all governmental authorities having jurisdiction. All Building Lots are prohibited from irrigation of the Lot from their domestic water system unless the Pressurized Irrigation System installed in the Banbury Meadows Subdivision is inoperative.

4.11 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.

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall not be visible above ground, except on garbage pick-up days. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view as determined by the Architectural Committee. Any wood burning devices installed on a Building Lot must comply with the then current EPA Approved Wood Burning Design Standards. No vacant residential structures shall be used for the storage of building materials.

4.13 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property and is further subject to Architectural Committee approval for design, location and landscaping.

4.14 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, 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 enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Eagle Sewer District System and pay all charges assessed therefore.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.18 shall

not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, and golf carts, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Banbury Meadows Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry, pigs or livestock shall be kept on the Property except up to two (2) domesticated dogs, up to two (2) *[by vote of general membership 5/8/2007]* neutered domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Banbury Meadows Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied-against such animal owner. No dog or cat shall be allowed in the Banbury Meadows Wildlife Habitat and Nature Park or in any Waterway. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area, an adjacent Building Lot, or from Banbury Golf Club.

4.20 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Master or Local Association, and as approved by the applicable Architectural Committee before said Owner shall occupy the dwelling structure on said Building Lot. (All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting.) Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. Owners of Building Lots shall not allow fertilizers, pesticides, herbicides, chemicals or other contaminants to flow, migrate, or transmit beyond the exterior boundaries of the Lot. Temporary fencing in front of any riparian area and BGC to protect such riparian area and BGC during the construction shall be required prior to initiation of construction.

The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly - or unattractive condition, the Board, or the Board of the Local Association of which such Owner is a Member, upon fifteen (15) days prior written notice to such

Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and, such Owner shall promptly, reimburse the Master Association or Local Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article VIII.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

4.21 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 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 reasonable necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. 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.

4.22 Water Rights Appurtenant to Subdivision Lands: Irrigation System. Upon final platting of each Tract, Grantor shall transfer to the Association from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, that portion of the water rights appurtenant to the applicable Tract deemed necessary by the Grantor, in Grantor's sole discretion, for the irrigation of the Property within the Tract, including the Banbury Meadows Common Area. Grantor shall develop and transfer to the Association a pressure irrigation system (the "Irrigation System") for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Building Lots and to the Association for irrigation of the Banbury Meadows Common Area. The Association shall own and maintain the Irrigation System pursuant to the Banbury Meadows Pressurized Irrigation System Rules, Regulations and Information Guide. The Irrigation System shall not include any distribution lines or other improvements needed for each Building Lot.

4.23 Pressure Irrigation System Rules, Regulations and Information Guide shall mean the guide containing the rules and regulations of the Pressurized Irrigation System for Banbury Meadows adopted or to be adopted by the Board, as it may be amended from time to time by the Board, and available at the office of the Association.

4.24 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within nine (9) months thereafter. The Architectural Committee may grant a one (1) year extension to commence construction if the Building Lot has been grassed, mowed and maintained. The initial one (1) year term to commence construction and one (1) year extension, if applicable, shall be defined as "construction commencement term." The term "commence the construction" as used in this paragraph 4.24, shall require actual physical construction activities upon such dwelling structure upon such Building Lot. In the event such Owner shall fail or refuse to commence the construction of a dwelling structure within the construction commencement term, Grantor may, at Grantor's option, following the expiration of the construction commencement term, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase, price equivalent to the money actually paid to Grantor, less any amount equivalent to ten (10) percent thereof. In the event grantor shall exercise grantor's option to repurchase such building lot, upon tender of said repurchase price, owner or the then owner of such building lot shall make, execute and deliver to grantor or the then owner of such building lot shall make, execute and deliver to grantor a deed reconveying said building lot, free and clear of all liens other than those existing on the date grantor conveyed the building lot to such owner, which deed shall be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such building lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law. The closing shall occur at the office of a title company designated by Grantor, and the Owner shall pay all costs of such closing, including the cost on an extended title insurance policy insuring Grantor's fee simple title to such Building Lot as of the date of closing. Such title insurance policy shall contain no exceptions whatsoever other than those liens, claims and encumbrances which were of record at the time Grantor conveyed the Building Lot to the Owner and those exceptions on the policy jacket of an extended form policy.

ARTICLE V: BANBURY MEADOWS HOMEOWNERS' ASSOCIATION (MASTER)

5.1 Banbury Meadows Homeowners' Association. Banbury Meadows Homeowners' Association, Inc. ("Master 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 Master Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Master 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 Master Association. Membership in the Master Association shall be appurtenant to the Tract, Building Lot or other portion of the Property owned by such Owner. The membership in the Master Association shall not be transferred, pledged, assigned or alienated in anyway 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 Master Association.

5.3 Voting. Voting in the Master 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 Master 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 ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Master Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

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 Master 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 Master Association shall be elected in accordance with the provisions set forth in the Master Association Bylaws.

5.5 Power and Duties of the Master Association.

5.5.1 Powers. The Master 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 Master Declaration. The Master Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Master Association under Idaho law and under this Master 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 Master Declaration's other assets, including water rights when and if received from Grantor, and

