

INSTRUMENT NO. 200405499

DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS FOR
BRIDGEWATER ESTATES PHASE 3
SUBDIVISION IN CANYON COUNTY
IDAHO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, which will be referred to herein for convenience as the "Grantors" do hereby certify and declare as follows:

1. That the Grantors are the owners of all that certain real property situated in the County of Canyon, State of Idaho, known and designated as Bridgewater Estates Subdivision Phase 1, according to the official plat thereof on file in book 33 of plats at page 34 in the records of Canyon County, Idaho, which said Subdivision is located in the Northeast quarter of section one, T.2N., R.2W., B.M.

2. That all of the real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all of any part thereof, either by reference to the above described Plat or by any number or designated plat or by any number or designation thereof, or by any other description, shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any such conveyance, the grantee or grantees and their heirs, executor's administrators, personal representatives, successors and assigns, covenant with the undersigned, its successors and assigns, and with each other as to the property herein above described as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRIDGE WATER ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns. Section 1.1 Incorporation by Reference. Any and all provisions contained in the Articles of Incorporation and Bylaws of Bridgewater Estates Homeowners Association, Inc., as amended from time to time are incorporated herein and made a part hereof.

To the extent any provision of the Covenants, Conditions, and Restrictions for Bridgewater Estates conflicts, modifies or amends any provisions of the above referenced Articles of

Incorporation of Bylaws incorporated herein, the provisions of this instrument shall control.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area, if there is any.

Section 6. "Declarants" shall mean and refer to LANCE THUESON AND JANEL THUESON, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for their purpose of development.

Section 7. "Phase" Each parcel of land subdivided using the same name will be identified by a consecutive number beginning with No.1 and will be known as a "Phase."

ARTICLE II

GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1. "Land Use" - All of the lots in said Subdivision shall be known and described as residential lots, and said lots or any part thereof, or any structures placed thereon, shall not be used for commercial purposes, but the use of said lots shall be limited and restricted to single family dwellings which shall have attached private garage for not less than two cars. No barn, loafing shed or other outbuildings incidental to a rural acreage residential atmosphere shall be allowed except only upon approval of the Architectural Control Committee upon said application and format.

Section 2. "No off-street Parking" - All Lots shall be provided with a driveway and a minimum of two off-street

automobile parking spaces within the boundaries of each Lot.

Section 3. "Vehicle Storage"- Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of said properties not on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the properties or on public ways adjacent thereto shall be prohibited except within garages, carports, or other approved areas. Garage driveways shall not be extended on either side for additional parking without first securing Architectural Committee approval. For the purpose of this Section, an approved area may be beside the house, but not on a street side, and consist of a six(6)foot solid fenced enclosure. If the height of the stored item is greater than the height of the front fence, the item must be stored two feet farther from the front fence for each part of a foot the item extends above the fence, and the item must be stored two (2) feet away from any side yard fence for each part of a foot it extends above said fence. In no case will the item be allowed to be stored if its height is greater than nine(9) feet or length greater than thirty-five (35) feet. The Architectural Committee shall be the sole and exclusive judges of approved parking areas.

Section 4. "Antennae and Satellite Dishes"- Installation of radio and/or television antennae or satellite dishes is prohibited outside of a building without written consent from the Architectural Committee which would require them to be screened from the street view.

Section 5. "Construction Time"- Construction of any residences in the Subdivision shall be diligently pursued after commencement thereof, to be completed within six (6) months.

Section 6. "Building Location"- No building shall be located on any lot nearer than 30 feet from the front lot or street line or nearer than 10 feet to any interior side lot line or nearer than 20 feet to any rear lot line or nearer than 35

feet to any side street line, each distance respectively measured at the closest point of said structure to said front, street or side lot line. For the purpose of this paragraph, eaves, steps, open porches, and bays shall not be considered a part of the buildings or structures.

Section 7. "Building Size"- No dwelling costing less than \$140,000.00, based upon cost levels prevailing on the date this declaration is recorded, shall be erected or placed on any building site, and the ground floor area of the main structure, exclusive of open porches, terraces and garages, shall not be less than 1650 square feet on any single level home or a minimum of 1050 square feet on the ground floor level of a two story or split entry residence maintaining a total minimum on both levels of 1800 square feet with a minimum of three (3) bedrooms and two (2) baths. For the purpose of this paragraph, basements shall not be considered in the required square footage. Any home under 1850 square feet must have a third car garage attached. Any home that is over 1850 square feet does not require the third car garage, but must still have a two car attached garage.

Section 8. "Building Materials"- All buildings erected upon any building site in this subdivision shall be of stone, brick, or frame construction and, if other than brick or stone is used, such buildings shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision. Each home will have a minimum 6/12 roof pitch. Each home shall have a minimum of 50 square feet of brick, stone or stucco veneer.

Section 9. "Work Prosecution"- The construction of all dwellings shall be prosecuted diligently and continuously from the time of commencement thereof and the same shall be completed, including exterior painting, within eight months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantee.

Section 10. "Temporary Structures"- No structure of a temporary character, and no mobile home, trailer, basement, tent, shack, garage, barn, or other buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 11. "Moved Building"- No building shall be moved onto any building site until the approval of the Architectural Control Committee shall have been given in writing, as to the quality, style, and type thereof.

Section 12. "Animals"- No lot, or any portion thereof, shall be used for the keeping of animals, including swine, dogs, cats (the latter two only if family pets) poultry, sheep, goats, horses, cattle or any other animal shall be kept on said lot by grantee or successors. For the purpose of this paragraph, dogs and cats shall not be kept, bred or maintained for a commercial

purpose. Under no circumstances shall there be maintained or housed by grantee or successors more than two dogs and two cats on said lot. For the purpose of this paragraph it is to be understood that the residents in Bridgewater Estates are entitled to have an animal in accordance with the Nampa Animal Ordinance.

Section 13. "Fences"- All fences, shall be white vinyl fencing only.

Section 14. "Excavation"- No excavation for stone, gravel, earth or minerals shall be made upon a building site or any part thereof unless such excavation is necessary and contemplated in the plans in connection with the erection of a building site, except as a part of an excavation in connection with the construction of a building thereon.

Section 15. "Domestic Water"- Shall be provided by the Nampa Municipal water system for the sole purpose of domestic use. The water source for sprinkling of lawns and other outside areas will be pressurized irrigation water, which will be provided to each Lot. This pressurized water will not be potable, drinkable, and will not meet safe drinking water standards established, from time to time, by the federal, state, and/or local governments. Individual bills for each Lot will be sent to Homeowners by the City of Nampa for the cost of the pressurized irrigation.

Section 16. "Exterior Landscape"- Each said lot or building site upon completion of construction shall establish lawn and landscaping and be required to landscape or grass all the way to the asphalt road (no gravel shoulders), each yard will be required to have a yard light in the front of the premises, these to be completed within two months (60 days) and complete exterior ground remaining on said lot unimproved and provide irrigation for said remaining ground in and from its own pressurized irrigation water source by means of connection to the City of Nampa water source or any other pressurized irrigation system as may be in place. There shall be no flood irrigation water available from the Nampa Meridian Irrigation District. For the purpose of this paragraph, said landscaping shall extend to April 1 of the following year if completion of construction falls on any month of October through March. There will be one ornamental tree of at least 1.5" caliper or pine tree of at least six (6) feet in height, five (5) five-gallon plants, and five (5) two-gallon shrubs. Berms and sculptured planting areas are encouraged. Grass shall be planted in the yard within six months of occupancy.

Section 17. "Sewage Disposal"- All bathrooms, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe, placed at a depth and made of a type of construction approved by the City of Nampa, County and State of Idaho health authorities.

Section 18. "Refuse and Dumping"- No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be deposited only in sanitary containers meeting with the requirements of the sanitation ordinances of the County of Canyon, State of Idaho, and the regulations of the State of Idaho health authorities. All incinerators, if permitted those sanitation ordinances or regulations, or other receptacles or storage for such trash, garbage, etc., shall at all time be maintained in a sanitary or clean condition. No machinery, appliances or unsightly material shall be stored upon a building site until a grantee is ready and able to commence the construction with respect to which such building material will be used and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

Section 19. "Driveways"- No gravel driveways. Must be asphalt or concrete.

Section 20. "Driveway Apron"- Prior to occupancy of any building or residence by grantee or successors, the driveway apron shall be totally paved from the edge of the concrete driveway to where it intersects with the existing paved street.

Section 21. "Re-Subdivisions" - The plat of this subdivision shall not be amended as in these Covenants provided to re-subdivide this subdivision with prior approval of the Canyon County Commission. Any proposed re-subdivision of this plat must comply with the Nampa City Standard for subdivisions in force as of the date of the proposed re-subdivision.

Section 22. "Signs"- No signs or billboards of any kind for any use shall be erected, posted or displayed upon any building site. The name of a resident of a dwelling house upon any building site may be displayed upon a name or address plaque. The Grantors reserve the right to display signs upon any lot or building sites remaining in the ownership of the Grantors during the period that those building sites are for sale by the Grantors or their agents.

Section 23. "Nuisances" No portion of the real property or of a building site or any structure thereon shall be used for the conduct of any trade or business, and any noxious or undesirable use of any portion of the real property shall not be permitted or maintained. No R.V., boat, trailer, camper or similar object shall be stored in any front yard area of said subdivision. No logging trucks, junked, wrecked or inoperable cars, or racing cars will be permitted to be parked or openly stored within said subdivision.

Section 24. "Lot sizes" Upon final plat and within each lot of said plat, there shall be as/or required by the City of Nampa ordinances, a minimum of 12,877 square feet in size.

Section 25. "Offensive Items"- Nothing of an offensive, dangerous, odorous, or noisy endeavor shall be conducted or carried on, nor shall anything be done or permitted in said Subdivision which may be or become an annoyance or nuisance to other property owners in said Subdivision. Weeds shall be cut to less than four(4) inches in height.

Section 26. "Conducting business on Properties"- No business shall be conducted on the above properties that cannot be conducted within the residence of the Owner as permitted by law. Any business conducted within residences in this subdivision must comply with City and County ordinances and requires a conditional use permit. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the Lots in this Subdivision.

Section 27. "Damage to Improvements"- It shall be the responsibility of the Builder of any residence in this Subdivision to leave street, curbs, sidewalks, fences, tiled irrigation lines, if any, and utility facilities free of damage and in good and sound condition at the conclusion of the construction period. It shall be presumed that all such improvements are in good sound condition at the time building is begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 28. "City and County Ordinances"- Should these Covenants, Conditions, and Restrictions be more restrictive than City and County ordinances, these Covenants shall control. In the event that the City or County ordinances should be more restrictive than these Covenants, the City or County ordinances

shall control.

Section 29. "Architectural Committee"- Decisions by committee is final and binding on all issues.

Section 30. "Annexation"- It is intended that additional phases of Bridgewater Estates Subdivision may be annexed or included within the jurisdiction of this Declaration by Declarant without approval of the Lot Owners. Common Areas included in annexed phases of the Subdivision and will be maintained by the Bridgewater Estates Homeowner's Association, Inc.

Section 31. "Easements"- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the direction of water through drainage channels. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE III

ARCHITECTURAL CONTROL

PLAN APPROVAL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, hereinafter referred to as the ACC. Such approval will be as to quality of workmanship and materials, harmony or external design with the existing structure, and as to location with respect to topography and finish grade.

"Architectural Committee"- The ACC is composed of S. Lance Thueson, Janel Thueson, Norman Larry Thueson, Ted Lamond Thueson and Nolan Larry Thueson. The committee shall consist of five members, and a majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The ACC may, from time to time, in its sole and absolute discretion, adopt,

amend and/or repeal by unanimous vote or written consent, rules and regulations to be known as the ACC Rules. Said rules shall interpret and implement this declaration by setting forth standards and procedures for committee review, and the guidelines for architectural design, replacements and buildings, landscape, color schemes, exterior finishes and materials, fences, and other similar features which are proposed for use on any lot within said subdivision.

Section 1. "Liability"- Neither the ACC nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss of prejudice suffered or claimed on account of any action or failure to act of the ACC or a member thereof, provided only that the member has, in accordance with the actual knowledge processed by him, acted in good faith.

Section 2. "Architectural Control Procedure"- The committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 15 days after plans and specifications have been submitted to said committee, thereafter the approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV

GENERAL PROVISIONS

Section 1. "Enforcement"- Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party shall be had by any property owners, either at law or equity. In the event of judgement against any person for such, the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees, and Court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. "Severability"- Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. "Amendment"- This Declaration may be amended during the first thirty(30) year period by an instrument signed by not less than sixty-seven percent(67%) of the Lot Owners. Any amendment must be recorded.

Section 4. "Time Extension for Covenants"- The Covenants set forth in this instrument shall run with the land and shall be binding on all persons owning a Lot(s) under them for a period of thirty (30) years from the date of this recording thereof, after which time such Covenants shall be automatically extended for successive periods of ten(10) years, unless at any time after the initial recording of this instrument an instrument signed by sixty-seven percent(67%) of the Lot Owners of this Subdivision has been recorded agreeing to terminate said Covenants, in whole or in part.

BIDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE V

PROPERTY RIGHTS

Section 1. "Owners Easement of Enjoyment"- Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge assessments for the maintenance of the Common Area;
- (b) The right of the Association to charge a setup fee to an Owner when title to a Lot passes from the Grantor to an Owner other than the Grantor;
- (c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty(60) days for any infraction of its public rules and regulations;
- (d) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, of utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless sixty-seven percent (67%) of the members vote in favor

at a meeting for which proper written notice has been sent to every member not less than ten(10) days not more than fifty (50) day prior to the meeting, and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer; provided that the public agency accepts such dedication or transfer.

Section 2. "Delegation of Use"- Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the properties.

Section 3. "Annexation of Additional Phases"- It is intended that additional phases of Bridgewater Estates Subdivision may be annexed or included within the jurisdiction of this Declaration by Declarants without approval of the Lot Owners. Common Areas included in annexed phases, as well as the Common Areas included in this Declaration, are for common use of Lot Owners in all phases of the Subdivision and will be maintained by the Bridgewater Estates Homeowners Association, Inc. Homeowners of all future phases will pay dues and assessments to the Association which will be used for maintenance of all common areas and other Association expenses.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. "Membership"- every Owner of a Lot, which is subject to an assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject assessment. Every person or entity who is record owner shall (including contract sellers) of a fee or undivided fee interest in any Lot located within said property shall, by virtue of such ownership, be a member of the Association. When more than one person holds such interest in any occupied Lot, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of

an obligation. The Association shall maintain a member list and may require written proof of any member's Lot ownership interest.

Any member of record may examine the financial reports, books, and records, of the Association, at a reasonable time.

Section 2. "Voting Rights"- The Association will have two classes of voting memberships.

Class A Membership: Class A members shall be the Owners of Lots, with the exception of the Declarants. Each member shall be entitled to cast one vote or fractional vote as set forth herein for each Lot in which he holds the interest required for membership. Only one vote shall be cast with respect to each Lot. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy or written or absentee ballot shall be permitted.

Class B Membership: Class B members shall be the Declarants. The Declarants shall be entitled to six (6) votes for each lot of which Declarants are the record owners. The Association shall have the right to suspend any voting rights for any period during which any assessment against said member's property remains unpaid for a period not exceeding sixty(60) days for each infraction of its published rules and regulations.

Section 3. "Officers and Directors"- At an annual meeting called pursuant to notice as herein provided for the establishment of annual assessments, a Board of Directors of the Association shall be elected by ballot of those attending said meeting or voting, by proxy, or by written ballot. There shall be three Directors elected to serve for a period of one year.

Section 4. "Common Area Matters"- The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast sixty-seven percent (67%) of the votes at a special or general member's meeting and an instrument signed by the Chairman and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than ten (10) days nor more than fifty(50) days prior to such dedication or transfer; provided that the public agency accepts such dedication or

transfer.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. "Creation of Lien and Personal Obligation of Assessments"- The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) an initial assessment of Two Hundred Dollars (\$200.00) for each Lot payable at closing, and (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. "Purpose of Assessments"- The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. "Maximum Annual Assessment"- Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot for Class A Members of the Homeowners Association. Class B Members shall pay a maximum of twenty-five percent (25%) of the amount of the annual assessment for Class A members.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum may be increased above fifteen

percent (15%) by a majority vote of a quorum of members who are voting in person, by proxy, or by written ballot at a meeting duly called of the Homeowners Association, as specified in Article VII, Section 5.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. "Special Assessments for Capital Improvements"- In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast by voting in person, by proxy, or by a written ballot submitted at a meeting duly called for this purpose.

Section 5. "Notice and Quorum for Homeowners Association Meetings"- Written notice of any meeting called for the purpose of conducting Neighborhood Association business shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members, of proxies, or written or absentee ballots from members entitled to cast sixty percent (60%) of the total votes entitled to be cast shall constitute a quorum to set annual assessments and to transact routine Homeowners Association business. If the required quorum is not present, the meeting may be rescheduled, and at the rescheduled meeting, the required quorum may be reduced to ten percent (10%) of the total votes entitled to be cast. No written notice of the rescheduled meeting shall be required. The quorum required for other items of business specifically listed in sections of these Covenants, Conditions, and Restrictions shall be as specified for those types of business. See Article VI, Section 4, and Article VII, Sections 4 and 6.

Section 6. "Quorum to Change Level of Maintenance of Common Areas and/or Amount of Dues"-

1. The level of service to maintain common areas and the maximum annual assessment may be increased by a quorum, as authorized in Article VII, Section 5.
2. To reduce the level of service to maintain common areas and to reduce the maximum annual assessment requires an affirmative vote of two-thirds (2/3) of all the votes entitled to be cast.

Section 7. "Uniform Rate of Assessment" - Both annual and special assessments must be fixed at a uniform rate for all Lots in each class of membership and may be collected on a monthly, quarterly, or annual basis at the discretion of the board.

Section 8. "Date of Commencement of Annual Assessments: Due Dates" - The annual assessments provided for herein shall commence at the time of the conveyance of each Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. "Effect of Nonpayment of Assessments: Remedier of the Association" - Any assessment not paid within thirty(30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association, or any Owner, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common.

Section 10. "Subordination of the Lien to Mortgages" - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. "Property Exempt from Assessments" - The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) all properties expressly dedicated to and accepted by a local public authority;
- (b) any local properties owned by the Association.

Section 12. "Association Duties"- The Association is authorized, but not limited, to performance of the following: prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of Common Areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty, and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations, and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

The Association shall be responsible for the repairs, upkeep and maintenance, normal servicing, gardening, rules and regulations for use, care, and safety, annual planting of flowers (if any), payment of bills and related expenses for any Common Area.

TERM

That these Protective Restrictions and Covenants shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2000, at which time said Protective Restrictions and Covenants shall automatically be extended for successive periods of ten years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts or platted lots, by any instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instruments or instruments of record in the office of the Recorder of Canyon County, Idaho. Such instrument or instruments shall contain proper reference by volume and page numbers to the record of the Plat and the record of this Deed in which these Protective Restrictive and Covenants are set forth, and all amendments hereof.

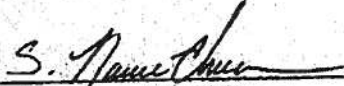
FUTURE DEVELOPMENT

It is understood by all property owners that the adjacent ground is to be for future development of Bridgewater Estates Subdivision. Such development will have access by way of the dedicated right-of-ways.

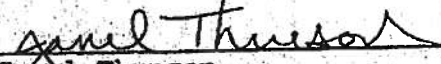
VIOLATION

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the Covenants or Restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons violating or attempting any such Covenants or Restrictions, and either prevent him or them from doing so to cover damages or other relief for such violation. That the invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed these Restrictions and Covenants as the 30 day of January 2004.



S. Lance Thueson

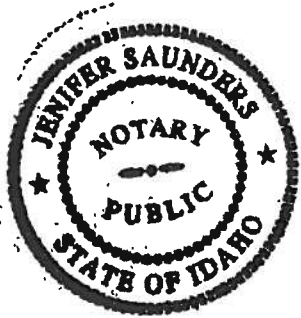


Janel Thueson

STATE OF IDAHO)
) ss.
County of Canyon)

On this 30 day of Jan, 2004, personally appeared before me S. Lance Thueson and Janel Thueson, husband and wife, known to me to be the persons whose signatures are subscribed to the above Agreement, and acknowledged to me that they executed the same.

(Seal)



Jenifer Saunders
NOTARY PUBLIC FOR IDAHO
Residing at Nampa, Idaho
Comm. Exp. 2/20/2010

200405499

RECORDED

2009 JUN 30 PM 2 58

G NOEL HALES

CANYON COUNTY RECORDER

BY

Christina...

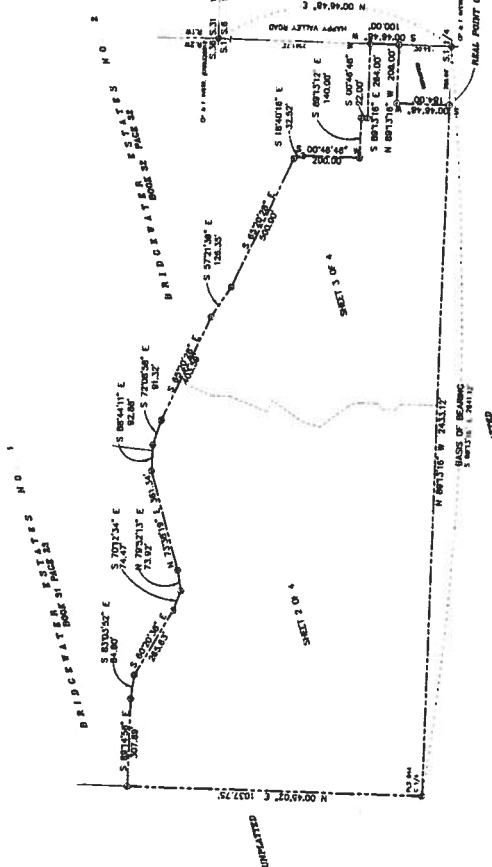
REQUEST

S. James Thurston

TYPE *Misc* FEE \$4.00

PLAT SHOWING
BRIDGEWATER ESTATES NO. 3
 A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 1,
 T.2N., R.2W., B.M.,
 NAMPA, CANYON COUNTY, IDAHO
 2004

2004
 2004-05-19
 PREPARED BY
 [Signature]



LEGEND

- 1/4" DIA. BRASS CAP MONUMENT
- 6" DIA. IRON PIPE MONUMENT
- 4" DIA. IRON PIPE MONUMENT
- 4" DIA. IRON PIPE MONUMENT
- 4" DIA. IRON PIPE MONUMENT
- PROXIMITY BOUNDARY
- SECTION LINE

NOTES:

1. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
2. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
3. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
4. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
5. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
6. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
7. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
8. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
9. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.
10. THIS PLAT SHOWS THE MONUMENTS AND LINES AS SHOWN ON THE SURVEY RECORDS.



JOB NO. 01-010
 SHEET 1 OF 4
 DEVELOPER
TRIPLE CROWN DEVELOPMENT, LLC
 NAMPA, IDAHO
 SURVEY GROUP
 BOOK PAGE

