

**UNIFORM AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

- CROSSROADS SUBDIVISION NO. 1**
- CROSSROADS SUBDIVISION NO. 2**
- CROSSROADS SUBDIVISION NO. 3**
- CROSSROADS SUBDIVISION NO. 4**
- CROSSROADS SUBDIVISION NO. 5**
- CROSSROADS SUBDIVISION NO. 6**
- CROSSROADS SUBDIVISION NO. 7**

PRELIMINARY RECITALS

WHEREAS, the following separate Declarations of Covenants, Conditions, and Restrictions, ("Covenants") have been recorded for each of the seven separate phases of the Crossroads Subdivision located in the City of Meridian, County of Ada, State of Idaho,

Covenants Subdivision No. 1 -	Ada County Recorder No. 094077564	08/24/94
Amendment to Subdivision No. 1 -	Ada County Recorder No. 094103276	11/23/94
Covenants Subdivision No. 2 -	Ada County Recorder No. 094103275	11/23/94
Amendments to Subdivision No. 2 -	Ada County Recorder No. 095007608	02/02/95
Covenants Subdivision No. 3 -	Ada County Recorder No. 096071267	08/26/96
Covenants Subdivision No. 4 -	Ada County Recorder No. 097055253	07/14/97
Covenants Subdivision No. 5 -	Ada County Recorder No. 098027415	03/26/98
Covenants Subdivision No. 6 -	Ada County Recorder No. 098102195	10/26/98
Covenants Subdivision No. 7 -	Ada County Recorder No. 099005437	01/19/99

WHEREAS, a single Association, the Crossroads Neighborhood Association, an Idaho Nonprofit Corporation, is responsible for the carrying out the obligations imposed by these seven separate sets of covenants within the Crossroads Subdivision, and

WHEREAS, these seven separate sets of covenants are not uniform in their provisions,

Crossroads Sub.
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
FEE 84 DEPUTY [Signature]

NOW, THEREFORE, in the interest of the uniform and consistent administration of the restrictive covenants within the Crossroads Subdivision by the Crossroads Neighborhood Association, each of seven separate phases adopting these UNIFORM AMENDED RESTRICTIVE COVENANTS, as represented by the signatures of 2/3 of the homeowners living within that phase as appended at the end of this document, do hereby adopt these UNIFORM AMENDED RESTRICTIVE COVENANTS as completely superseding and replacing the above-listed separate covenants, and that these UNIFORM AMENDED RESTRICTIVE COVENANTS will apply to all Properties within each phase of the Crossroads Subdivision located in the City of Meridian, County of Ada, State of Idaho that have adopted these UNIFORM AMENDED RESTRICTIVE COVENANTS, more particularly described as follows:

Crossroads Subdivision No. 1 (Phase 1):

Lots 1 through 5, inclusive, Block 5, and Lots 1 through 9, inclusive, Block 6, and Lot 1 Block 7 and Lots 1 through 8, inclusive, Block 8 and Lots 1 through 16, inclusive, Block 9 and Lots 1 through 8, inclusive, Block 10 of Crossroads Subdivision No. 1, a portion of the NW 1/4, Section 9, T., 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 2 (Phase 2):

Lots 6 through 14, inclusive, Block 5, and Lots 17 through 26, inclusive, Block 9, and Lots 9 through 25, inclusive, Block 10, and Lots 1 through 7, inclusive, Block 11, of Crossroads Subdivision No. 2, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 3 (Phase 3):

Lots 2 through 13, inclusive, Block 7, and Lots 9 through 31, inclusive, Block 8, and Lots 27 through 35, inclusive, Block 9, of Crossroads Subdivision No. 3, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 4 (Phase 4):

Lots 10 through 26, inclusive, Block 6, and Lots 14 through 25, inclusive, Block 7, of Crossroads Subdivision No. 4, a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 5 (Phase 5):

Lots 27 through 30, inclusive, Block 6, and Lots 26 through 29, inclusive, Block 7, and Lots 32 through 39, inclusive, Block 8, and Lots 36 through 39, inclusive, Block 9, and Lots 1 through 16, inclusive, Block 12, and Lot 1 Block 13 of Crossroads Subdivision No. 5 (resubdivided as Lot 2 Block 13 in Crossroads Subdivision No. 6), a portion of the NW 1/4, Section 9, T. 3N., R. 1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 6 (Phase 6):

Lots 17 through 26, inclusive, Block 12, and Lots 2 through 11, inclusive, Block 13, and Lots 1 through 10, inclusive, Block 14, and Lots 1 through 8, inclusive, Block 15, of Crossroads Subdivision No. 6, a resubdivision of Lot 1 Block 13, Crossroads Subdivision No. 5 as Lot 2 Block 13 of Crossroads Subdivision No. 6, a portion of the NW 1/4, Section 9, T.3N., R.1E., Boise Meridian, City of Meridian, Ada County, Idaho.

Crossroads Subdivision No. 7 (Phase 7):

Lots 40 through 45, inclusive, Block 9, and Lots 27 through 36, inclusive, Block 12, and Lots 9 through 30, inclusive, Block 15, and Lot 1 Block 16 of Crossroads Subdivision No. 7, a portion of the SE 1/4 of the NW 1/4, Section 9, T.3N., R.1E., Boise Meridian, City of Meridian, Ada County, Idaho.

THE CROSSROADS NEIGHBORHOOD ASSOCIATION HEREBY DECLARES that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions (hereinafter "*Restrictive Covenants*"), which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

(Defined terms are "Capitalized" as used throughout this document)

Section 1. "**Architectural Control Committee**" is the Committee appointed by the Board of Directors of the Crossroads Neighborhood Association that is granted the authority to enforce these Restrictive Covenants, particularly those provisions found in Articles II and III.

Section 2. "**Association**" shall mean and refer to CROSSROADS NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

Section 3. "**Board of Directors**" shall mean the Board of Directors of the Crossroads Neighborhood Association.

Section 4. "**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 5. “Property” or “Properties” shall mean and refer to that certain real property described above in the “*Preliminary Recitals*,” within Crossroads Subdivision Nos. 1 through 7, and any subsequent additions that may be brought within the jurisdiction of the Association.

Section 6. “Common Area” shall mean all real Property described in Article III, Section 34 of these Restrictive Covenants, including any improvements located on those Common Areas, owned by the Association for the common use and enjoyment of the Owners.

Section 7. “Lot,” with the exception of Common Areas, refers to any plot of land shown upon any recorded subdivision map of the Properties within the Crossroads Subdivision Nos. 1 through 7, as described above in the “*Preliminary Recitals*.”

Section 8. “Phase” - Refers to each of the separately platted and recorded subdivisions, numbered 1 through 7, that constitute the Properties as described above in the “*Preliminary Recitals*”, which are collectively known as the Crossroads Subdivision.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. “Architectural Control Committee” - A committee appointed by the Board of Directors shall act as an Architectural Control Committee and shall have primary authority to determine compliance with all standards established by Article III of these Covenants. A majority of the membership of this Committee is empowered to act for the Committee. In the event any member of the Committee is unable to act, or fails or desires not to act, the Board of Directors may appoint a person to act in that person’s place.

Section 2. “Submission of Building Plans.” Before any Lot Owner begins any construction on any Property within the Subdivision, the Architectural Control Committee shall be furnished with one set of detailed plans, drawings, and specifications of that proposed construction. The Committee shall be allowed twenty-one (21) days to review these plans, drawings, and specifications. If the Committee approves the proposed construction, or any modification or alteration thereof, they shall so indicate to the builder by having one member of the Committee sign and date one set of the plans, drawings and specifications. The Committee’s approval shall be construed as full compliance with the provisions of these Covenants. If the Committee does not approve, disapprove, or request modification of any plans, drawings, and specifications within twenty-one (21) days of receiving those plans, drawings, and specifications, the Lot Owner can submit the plans, drawings, and specifications to Board of Directors, which will be allowed twenty-one (21) days to approve, disapprove, or request modification of the plans, drawings, and specifications.

Section 3. "Standard for Approval of Building Plans." The decision to approve or disapprove proposed plans rests entirely with the Architectural Control Committee, but if the Architectural Control Committee fails to act, then that decision shall be made by the Board of Directors. The approval of the Committee, or upon failure of the Committee to act, by the Board of Directors, shall not be unreasonably withheld if the plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings and other improvements located within the Subdivision. The Committee, or upon failure of the Committee to act, the Board of Directors, shall have sole discretion to determine what shall be substantial compliance with these Restrictive Covenants, and with any other conditions that may be required by the Architectural Control Committee. The Committee, or upon failure of the Committee to act, the Board of Directors, can grant variances from compliance with these Restrictive Covenants upon a showing of special circumstances or particular hardship.

ARTICLE III

GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 1. "Approval of Plans" - No building, fence, wall, structure, improvement, or obstruction shall be placed or permitted to remain upon any part of the Subdivision Properties unless a written request containing the plans and specifications, including exterior color scheme, has been submitted to, and approved in writing by the Architectural Control Committee.

Section 2. "Construction Time" - The construction of any residence within the Subdivision shall be diligently pursued and be completed within twelve (12) months after commencement.

Section 3. "Construction Equipment" - No machinery, building equipment, or material shall be stored on site until the Builder is ready and able to immediately commence construction. Such building materials must be kept within the Property lines of such building site upon which the structure is to be erected.

Section 4. "Damage to Improvements" - It shall be the responsibility of the Owner of any residence or improvement placed in this Subdivision to leave street, curbs, sidewalks, fences, irrigation lines, utility facilities, and any other public improvement or Subdivision Common Area free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements and Common Areas are in good sound condition at the time construction begins unless substantial proof to the contrary is made by the Lot Owner in writing to the Architectural Control Committee at least ten (10) days before construction begins.

Section 5. "Setbacks" - No building shall be located on any Lot nearer than twenty (20) feet from the front Lot line and fifteen (15) feet from the rear Lot line nor nearer than five (5) feet per story to any side Lot line.

Section 6. "Outbuildings" - Only one outbuilding per Lot will be allowed. Excluding dog houses and dog runs, an "outbuilding" shall include any building located on a Lot that is completely enclosed by walls and a roof, which is not attached to the house or garage. All outbuildings shall be constructed of quality building material, completely finished and painted on the outside, and shall be of quality and character that will be in harmony with the other buildings in the Subdivision.

Section 7. "Pre-Built Buildings" - No building, including all pre-built homes and mobile homes, shall be moved onto any Property within the Subdivision.

Section 8. "Value" - The appraised value of any residence (including the value of the Lot) constructed in this Subdivision shall exceed \$100,000.00 based on December, 1998 values.

Section 9. "Type of Residence" - No shack, tent, trailer house, or basement only house, shall be used within the Subdivision as temporary or permanent living quarters by any person. No split entry homes will be allowed in the subdivision.

Section 10. "Floor Area" - The floor area of a one-story house in this Subdivision shall not be less than 1300 square feet on the ground floor. Two-story and tri-level homes shall have not less than 1600 square feet. No residence shall be in excess of two stories above ground. Garages cannot be included in meeting this floor area requirement (See Section 15). For the purpose of this section, eaves, steps, and open porches shall not be considered as part of a building, provided, however, this requirement shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 11. "Exterior Appearance" - Each house in this Subdivision shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone, or stucco shall be used on full-height columns on the sides of the garage or full wainscot on the front of the house and garage. Builders are encouraged to use decorative windows with rounded tops, bay windows, or pop-out box windows if they are incorporated into the roof line.

Section 12. "Colors" - Exterior colors of earth tones or light blues or greys shall be encouraged for the body of the house. Bright or bold colors or very dark body colors shall be discouraged. Dark roof colors are encouraged.

Section 13. "Roofs" - Broken roof lines, gables, and hip roofs are strongly encouraged. Roofs must be of at least 4 in 12 pitch. No gravel roofs will be allowed.

Section 14. "Antennae and Satellite Dishes" - Except as preempted by federal law, the installation of radio and/or television antennae or satellite dishes is prohibited outside of a building without written consent from the Architectural Control Committee.

Section 15. "Garages" - All houses shall have an enclosed garage which holds no less than two and no more than three cars. Garages shall be well-constructed of good quality material. Floor Area requirements, as provided in Section 10 above, shall be exclusive of the garage area.

Section 16 "Garage Driveways"- All Lots shall have a driveway providing a minimum of two off-street vehicle parking spaces located entirely within the boundaries of each Lot. Driveways shall not be extended on either side of garage for additional parking without first securing approval from the Architectural Control Committee. Rock or gravel may not be used to provide parking adjacent to driveways.

Section 17. "Landscaping" - (a) **"Time for Completion"** Landscaping of front yard must be completed within thirty (30) days of substantial completion of home construction. Grass shall be planted in the back yard within one year of home occupancy. In the event of undue hardship due to weather conditions or other reasonable cause, the time allowed for completing this landscaping may be extended for a reasonable period by written approval of the Architectural Control Committee.

(b) **"Type of Landscaping"** - Both sides of the driveway must be landscaped. Front yard landscaping is to include sod; one flowering or ornamental tree of at least 1.5" caliper, or one pine tree 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.

(c) **"Landscape Maintenance"** - Yards and landscaping must be kept well maintained. Weeds shall be cut to less than four (4) inches. The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring Properties and streets and shall not be allowed to constitute an undesirable, nuisance, or noxious use.

Section 18. "ACHD Sight Obstruction" - No fence, hedge, or shrub planting will be allowed which obstructs the 40 feet sight triangle at street intersections. Landscaping in this sight triangle area must be kept lower than three feet or above seven feet in height. Trees within that triangle must have the foliage line maintained at sufficient height to prevent obstruction of such site lines.

Section 19. "Irrigation Water" - Pressurized irrigation water is provided for irrigating landscaped areas in this subdivision. Payment for the pressurized irrigation water provided to each individual Lot is the sole responsibility of the Lot Owner. This pressurized water is not potable (drinkable), and does not meet safe drinking water standards established by federal, state, or local governments.

Section 20. "Light Pole" - A photo-sensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 40 watts must be installed within ten (10) feet of the Property line in the front yard of each home. Installation is the specific responsibility of the Builder. Maintenance and replacement is the responsibility of the homeowner. All wiring must comply with the City of Meridian's electrical code.

Section 21. (a) "Fences" - Fences are not required. Approval by the Architectural Control Committee is required prior to construction of any fence. The construction of fences may also require a building permit from the City of Meridian. Fences must be built of wood, such as dog-eared cedar, shall be of good quality and workmanship, and shall be properly finished and maintained. Chain link fences are not allowed.

(b) **“Fence Height & Location”** - Fences along side Lot lines and from the side Lot line to the front of the house may be no more than six feet (6’) in height. When the back Lot line is a boundary line between that Lot and a Common Area the last section (8-10 feet) at the rear of the Lot on the side Lot line must taper down to the height of the back fence (not to exceed forty-two inches (42’’)). Fences shall not be built closer to the front of the Lot than five feet (5’) behind the front corner of the house on either side. Fences shall not extend closer than twenty feet (20’) to the front street right of way. On corner Lots, fences shall not be built closer than twenty feet (20’) to any side street right of way without the express approval of the Architectural Control Committee. Fences must comply with City ordinances.

(c) **“Common-Area Fences”** - Only see-through split rail or pole fences, not exceeding forty-two inches (42”) in height, can be built along a Lot line which is the boundary between a Lot and a Common Area. Homes adjacent to walkways between Lots which lead to Common Areas must have see-through split rail or pole fences not to exceed forty-two inches (42’’) in height along the Lot line between the Lot and the walkway. Homeowners concerned about the safety of young children and pets in their yard on Lots adjacent to Common Areas may attach inconspicuous wire or plastic netting on the inside of the fence not to exceed forty-two inches (42’’) in height.

(d) **“Fence Maintenance Cost”** - The Association and individual Lot Owner shall divide, on an equal share basis, the cost of normal and ordinary maintenance and repair of all fences located on the boundary line between a Common Area and an individual Lot. The Lot Owner shall be entirely responsible for the cost of repairing any damages to Common Area fences wholly caused as a result of actions of the Lot Owner.

(e) **“Fenced Storage and Dog Runs”** - See Section 23 for fencing requirements as applied to dog runs, and Sections 25 and 27 for fencing requirements as applied to vehicle storage.

Section 22. “Animals” - Keeping or raising of farm animals, including poultry, is prohibited. All dogs and cats or household pets kept on these Properties shall be fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the Property of others. Dogs shall not be allowed to run at large. No more than two (2) animals may be kept at one time, except that a litter of young may be kept until eight (8) weeks old. See “Dog Runs” (Section 23).

Section 23. “Dog Runs” - Dog runs may be permitted along a side fence, but must be no closer than ten (10) feet away from the back Lot line on Lots that back up to a Common Area. Dog runs must not be more than 6’ high, and they must be screened on both the side Lot line and any view from the street by a six foot (6’) wood fence.

Section 24. “Motor Vehicle Parking” - Motor vehicles in regular use, subject to the exceptions described in Sections 25 and 26, may be parked within garages or upon driveways. No vehicle can be left parked along any subdivision street for a period longer than that allowed by city ordinance (72 hours).

Section 25. "Vehicle Storage" - Storage of vehicles not in regular use, junk cars or other unsightly vehicles, and like items shall not be allowed on any part of the Properties or on public ways adjacent thereto, except within garages, or other "approved enclosures" as determined by the Architectural Control Committee. (See Section 27, "Approved Enclosures").

Section 26. "Other Vehicles and Equipment" - Parking of vehicles or equipment used in a business or commercial enterprise, recreational vehicles, motor homes, boats, trailers, motorcycles, trucks, truckcampers, and like equipment shall not be allowed on any part of a Lot, nor on adjacent public streets. These vehicles and equipment must be parked within a garage, or parked within an "approved enclosure" that has been approved by the Architectural Control Committee. (See Section 27, "Approved Enclosures"). No portion of any such vehicle or equipment shall project beyond the approved enclosure. See also, Section 9 prohibiting permanent or temporary use of trailer houses as living quarters.

Section 27. "Approved Enclosures" - For the purposes of Sections 25 and 26 an "approved enclosure" may be located beside or behind the house, but not on any street side, and shall consist of a six (6) foot solid board fence. No part of the stored vehicle or item will be allowed to horizontally extend or project outside the approved enclosure. A vehicle or item may extend vertically above the height of the enclosure. In no case will a stored vehicle or item be allowed to be stored on the Property if its height is greater than nine feet (9') or length greater than twenty-five feet (25').

Section 28. "Sewer Locations" - All bathroom, sink, and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.

Section 29 "Waste Disposal" - No Property within this Subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc., shall be maintained in a sanitary and clean condition.

Section 30. "Offensive Items" - No offensive, dangerous, odorous, or noisy activities shall be conducted or carried on, nor shall anything be done or permitted in this Subdivision which may be, or become, an annoyance or nuisance to the other Property Owners in this Subdivision.

Section 31. (a) "Lot Line Easements" - In addition to the easements shown on the recorded plats, a five (5) foot easement on each side of all Lot lines is reserved for the installation and maintenance of utilities, irrigation, and drainage.

(b) "Restrictions on Lot Line Easements" - Within these Lot line easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of water flow through drainage channels in the easements. The easement area of each Lot, and all improvements in it, shall be maintained by the Lot Owner or occupant, except for the maintenance of those improvements for which a public authority or utility is responsible .

Section 32. "Signs" - No sign of any kind shall be displayed to public view on any building or building site on any Property except for a professional sign of not more than five (5) square feet advertising the Property for sale or rent by an Owner. Once a Property is sold or rented, all signs must be removed immediately, except that a "Sold" sign may be posted for a reasonable period following the sale. The Neighborhood Association, may display signs of any size and dimension on Common Areas.

Section 33. "Conducting Business on Properties" - No business shall be conducted on any Property that cannot be conducted within the residence, including the garage, of the Owner. Any business conducted within residences in this Subdivision must comply with applicable Meridian City Ordinances. No signs shall be installed to advertise any business. (See Section 32.) No oil exploration or development of any nature or kind; nor any mining exploration, development, or related structure shall be permitted upon any Property in this Subdivision.

Section 34. "Common Area" - The Common Areas owned by the Association are described as follows: Lot 1 Block 5, Lot 8 Block 9, and Lot 1 Block 10 of Crossroads Subdivision No. 1; and Lot 26 Block 9 and Lot 13 Block 10 of Crossroads Subdivision No. 2; and Lot 13 Block 7 of Crossroads Subdivision No. 3; and Lot 11 Block 6 of Crossroads Subdivision No. 4; Lot 30 Block 6 and Lot 28 Block 7 of Crossroads Subdivision No. 5; and Lot 2 Block 13 and Lot 17 Block 12 of Crossroads Subdivision No. 6; and Lot 40 Block 9 and Lot 36 Block 12 and Lot 20 Block 15 and Lot 1 Block 16 of Crossroads Subdivision No. 7; City of Meridian, Ada County, Idaho. These Common Area Lots will be maintained by the Neighborhood Association.

Section 35 "Conflicts with Ordinances, Statutes, Articles of Incorporation, & Bylaws" - Should these Covenants, Conditions and Restrictions be more restrictive than applicable ordinances or statutes, then these Covenants shall control. In the event that applicable ordinances or statutes should be more restrictive than these Covenants, the ordinances or statutes shall control. To the extent any provision of these Uniform Amended Covenants, Conditions and Restrictions for the Crossroads Subdivision conflicts with any provision of the Association's Articles of Incorporation or Bylaws, the provisions of this instrument shall control.

ARTICLE IV

GENERAL PROVISIONS

Section 1. "Enforcement" - Any Owner, shall have the right to enforce in any civil proceeding all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of these Restrictive Covenants. The Association, or any Owner, may bring a civil enforcement action ten (10) days after providing notice in writing of that proposed action to the person or persons violating, or attempting to violate, any of these Restrictive Covenants. A court may award damages, injunctive relief, require such compliance with these covenants as the court deems necessary, or award such other relief as may be determined to be just and equitable. The Association or any Property Owner that prevails in any enforcement action under these Restrictive Covenants shall be entitled to reasonable attorney's fees and court costs. The failure of the Association, or of any Owner, to enforce any provision of these Restrictive Covenants shall not be deemed a waiver of the right to bring an enforcement action for that violation at a later time.

Section 2. "Severability" - Invalidation of any provision of these Restrictive Covenants by judgment or court order will not affect the validity of any other provision of these Restrictive Covenants, which shall remain in full force and effect.

Section 3. "Amendment" - These Restrictive Covenants may be amended at any time by an instrument containing the full text of the amendment that is signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 4. "Duration of Covenants" - The Restrictive Covenants set forth in this instrument shall run with the land and shall be binding on all Lot Owners. These Restrictive Covenants shall remain effective in perpetuity, unless an instrument terminating these Restrictive Covenants, in whole or in part, signed by two-thirds (2/3) of the Lot Owners of this Subdivision, has been recorded.

NEIGHBORHOOD ASSOCIATION

ARTICLE V

PROPERTY RIGHTS

Section 1. "Owner's Easement of Enjoyment" - Every Owner shall have the right and easement of enjoyment in and to the Common Areas, 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 a new Owner when title to a Lot is transferred (See Article VII, § 1);
- (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 to suspend the right to use of the Common Area by a Owner for a period not to exceed sixty (60) days for any infraction of the Association's public rules and regulations;
- (d) The Association may dedicate or transfer all or any part of the Common Areas upon such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. "Delegation of Use" - Any Owner may delegate, in accordance with the Association's 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. **“Right of Use in all Subdivision Phases”** - All Common Areas included within all Subdivision Phases, are for common use of Lot Owners in all Phases of the Subdivision and will be maintained by the Crossroads Neighborhood Association, Inc. Homeowners of all, present and future, 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 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 to assessment. Every person or entity who is a Record Owner (including contract sellers) of a fee or undivided fee interest in any Lot located within the Subdivision 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.

Section 2. **“Voting Rights”** - 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 provides otherwise and the Association has been notified in writing of such provision. Voting by proxy or absentee ballot shall be permitted. The Association shall have the right to suspend a member’s voting rights for any period during which any assessment against a member’s Property remains unpaid, and for a period not exceeding sixty (60) days for each infraction of its published rules and regulations.

Section 3. **“Officers and Directors”** - A Board of Directors of the Association shall be elected as provided by the Articles of Incorporation and the Association’s Bylaws.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **“Personal Obligation of Assessments and Creation of the Lien”** - 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 to the Association: (1) an initial assessment, or set-up fee of sixty dollars (\$60.00), 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.

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 Areas.

Section 3. "Annual Assessments" - Annual assessments, or Neighborhood Association dues, shall be levied by the Association to maintain the Common Areas and cover other costs incurred by the Association for the benefit of the Owners. These costs will be pro rated amongst the Lots in the Subdivision. For fiscal year 2001 (ending June 30, 2001), the annual assessment shall be One Hundred Forty-Five Dollars (\$145.00) per Lot for Lot Owners. To reduce the level of service to maintain Common Areas, or to reduce the maximum annual assessment, requires concurrence by a two-thirds (2/3) vote of all homeowners.

(a) **"Maximum increase in Annual Assessment"** - The annual assessment may be increased each year by no more than 10% above the annual assessment imposed for the previous year without a vote of the membership. Any increase in the annual assessment in excess of 10% above the previous year's annual assessment must be approved by a majority vote of the members who are voting in person, by proxy, or by written absentee ballot at a meeting called for this purpose.

(b) **"Uniform Rate of Assessment"** - Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual or annual basis at the discretion of the Board of Directors.

(c) **"Special Assessments for Capital Improvements"** - In addition to the 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 a majority of the votes of the membership who are voting in person, by proxy, or by written or absentee ballot at a meeting duly called for this purpose.

(d) **"Notice and Quorum for Any Action Authorized Under This Section"** - Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. The presence of members, of proxies, or absentee ballots, entitled to cast one-fourth (1/4) of all the votes of the membership shall constitute a quorum.

Section 4. "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 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. The due dates shall be established by the Board of Directors.

Section 5. "Effect of Nonpayment of Assessments: Remedies 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 may bring an action at law against the Owner personally obligated to pay the delinquent assessment, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided by these Restrictive Covenants by non-use of the Common Area, or by abandonment of his Lot.

Section 6. "Subordination of the Lien to Mortgages" - Any liens for the assessments established by these Restrictive Covenants 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 of mortgage foreclosure, 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 or liens imposed after the date of sale or transfer.

Section 7. "Property Exempt from Assessments" - The following Property shall be exempt from the assessments imposed by these Restrictive Covenants:

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

Section 8. - (a) "Annual Budget" The Association shall prepare an annual budget which will 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 fiscal 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 plantings 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.

(b) **"Common Area Expenses"** - 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.

(c) **"Inspection of Books"** - The financial reports, books, and records of the Association may be examined, at a reasonable time, by any member of record.

Section 9. "Special Maintenance Obligations" - (a) **"City of Meridian"** - Lott 11 Block 6 of Crossroads Subdivision No. 4, and Lot 20, Block 15 of Crossroads Subdivision No. 7 are Common Area Lots owned by the Crossroads Neighborhood Association, Inc. These Lots include an easement to the City of Meridian to access sewer and water facilities. These Lots shall be maintained by the Neighborhood Association.

(b) "Ada County Highway District (ACHD)" - The Ada County Highway District (ACHD) has storm drainage easements on the following Lots: Lots 13 & 28, Block 7; Lot 40, Block 9; Lots 17 and 36, Block 12; and Lot 1, Block 16.

IN WITNESS WHEREOF, the undersigned, being the Directors of the Crossroads Homeowners Association, have executed this instrument on this 31st day of July, 2000.



Kent Fugal - Director



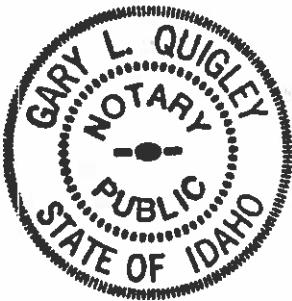
Don Boesiger - Director

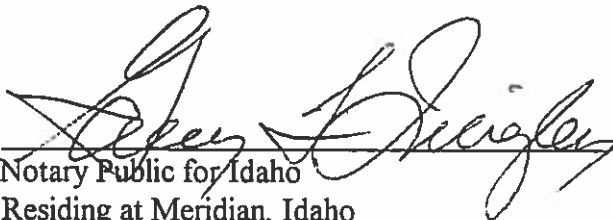


Brian Warner - Director

STATE OF IDAHO }
 } : ss,
County of Ada }

On this 31st day of July, 2000, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared KENT FUGAL, DON BOESIGER, and BRIAN WARNER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.





Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: May 1, 2001.