

Cheney

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CROSSROADS POINT BUSINESS CENTER P.U.D.**

THIS DECLARATION made on the date hereinafter set forth, by ABC AGRA, L.L.C., an Idaho limited liability company, hereinafter referred to as "Declarant".

RECITALS:

This Declaration is made in contemplation and furtherance of the following facts and purposes:

- A. Declarant is the owner of certain real property situated in Jerome County, State of Idaho, more particularly described as Phase 1 ("Phase 1") of the Crossroads Point Business Center P.U.D., according to the official plat thereof recorded as Instrument No. 2063855, records of Jerome County, Idaho ("Subdivision").
- B. The Subdivision, and all improvements and structures to be erected and maintained thereon, are governed by applicable zoning, subdivision and land use ordinances of the County of Jerome.
- C. Vehicular access, utility corridors and drainage within the Subdivision have been or will be created by platted easement for the benefit of all lots situated therein, and the Declarant intends herein to set forth the establishment of an incorporated association of property owners within the Subdivision for the purpose of controlling, managing, maintaining and repairing roads, drainages, utilities and any related improvements constructed within said platted easement.
- D. It is the intent of the Declarant to herein set forth certain design criteria for all buildings and improvements proposed within the Subdivision, and to provide for the creation of a Design Review Committee to review the plans and specifications of all proposed buildings and improvements to determine their compliance with applicable design standards.
- E. It is the intent of the Declarant to develop the Subdivision, in phases, and to reserve unto itself, or its successors, the right to adopt this or another Declaration of Covenants, Conditions and Restrictions, by reference, in an instrument making the same applicable to any other phases which may hereafter be developed within the Subdivision, thereby annexing and placing such phases under and within the purview of this or any other Declaration, and imposing and extending to all phases and all lots, and common areas situated therein, and to the owners thereof, the obligations and benefits of this or another Declaration of Covenants, Conditions and Restrictions.

- F. It is the further intent of the Declarant to assure the development of a quality professional and commercial development within the Subdivision, in harmony with the surrounding environment, and to secure said objectives through the Covenants, Conditions and Restrictions hereinafter set forth.

DECLARATION:

Declarant hereby declares that Phase 1 of Crossroads Point Business Center P.U.D., and all real property, lots, buildings, improvements, roads, easements, exterior lighting and landscaping situated, constructed or installed therein shall be developed, held, conveyed, encumbered, leased, maintained and used subject to the following covenants, conditions, restrictions and equitable servitudes hereinafter set forth or provided for, all of which are for the purpose of enhancing and protecting the value, desirability, accessibility and attractiveness of the Subdivision, and which shall run with said real property and be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used herein, shall have the following meanings:

Section 1. "ARTICLES" shall mean the Articles of Incorporation of Crossroads Point Business Center P.U.D. Owners Association, Inc.

Section 2. "ASSESSMENTS" shall mean assessments described in Article VI.

Section 3. "ASSOCIATION" shall mean and refer to Crossroads Point Business Center P.U.D. Owners Association, Inc., a non-profit corporation organized under the laws of the state of Idaho, its successors and assigns.

Section 4. "BOARD" or "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of the Association.

Section 5. "COMMON AREA" shall mean and refer to those certain vehicular access, utility and drainage easements shown and denominated on the official plat of Crossroads Point Business Center P.U.D., and any other real property or interests therein that may in the future be acquired by the Association.

Section 6. "DESIGN REVIEW COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 7. "LOT" shall mean and refer to any Lots in Phase 1 of Crossroads Point Business Center P.U.D., according to the official plat of said Subdivision, together with any other or additional lots hereafter created by the re-subdivision or re-platting of any existing Lot, and

lots created by the inclusion of additional phases of Crossroads Point Business Center P.U.D. as may be recorded by Declarant in the future.

Section 8. "MEMBER" shall mean a member of the Association, who shall be an Owner and shall qualify for membership in the Association in the manner hereinafter set forth.

Section 9. "OWNER" shall mean and refer to the record Owner of any Lot within Phase I and other phases of Crossroads Point Business Center P.U.D. as described more particularly on the official plat thereof recorded in the records of Jerome County, Idaho.

ARTICLE II GENERAL PROVISIONS

Section 1. Enforcement. The Association, and any Owner shall have the right to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed pursuant to the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or any Owner shall be required to secure legal services or advice to enforce, or defend against an alleged violation of, any covenant, condition or restriction now or hereafter imposed pursuant to the provisions of this Declaration, whether or not litigation ensues, the prevailing party with respect to such enforcement or defense shall be entitled to recover reasonable attorney fees and costs.

Section 2. Severability. Invalidation of any one of the covenants, conditions or restrictions herein set forth, by court order or judgment, shall in no way affect the validity or effectiveness of any other provisions contained herein.

Section 3. Amendment. This Declaration, and the covenants, conditions and restrictions contained herein, shall run with and bind all real property situated within Phase 1 of Crossroads Point Business Center P.U.D., and all Lots situated therein, and the Owners thereof, until and unless terminated and revoked by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots within the Subdivision. This Declaration may also be amended at any time by an instrument signed by the Owners of not less than three-fourths (3/4) of all Lots within said Subdivision; provided, however, that, subject to the following, Articles III and IV cannot be amended or revoked, in whole or in part, except by an instrument signed by all Owners. Any amendment, termination or revocation shall be effective only upon recordation. Notwithstanding the foregoing, as long as the Declarant owns at least fifteen percent (15%) of the land area in the entire Subdivision, the Declarant shall have the right to revoke or amend this Declaration or any portion hereof without approval of the Association or any Lot Owner.

Section 4. Owner's Acknowledgement. By accepting a deed to any Lot within the Crossroads Point Business Center, P.U.D., the Owner thereof acknowledges that no mineral or water rights have been conveyed with such Lot.

ARTICLE III LOT USES

Section 1. Applicable Zoning. No building, structure, improvement or use shall be constructed, installed or maintained on any Lot in violation of the applicable provisions of any ordinance, building code or regulation of the County of Jerome, Idaho, or the provisions of this Declaration.

Section 2. Commercial or Professional Purposes. The use of all Lots shall be restricted to commercial, light industrial, and professional uses, as those terms are defined in the zoning ordinances of the County of Jerome. No residential or heavy industrial uses shall occur on any Lot and no structures of a temporary character, travel trailers, storage buildings, garages, or other similar improvements be placed on any Lot, except as may be necessary, on a temporary basis, in connection with the construction of permanent buildings or improvements on a Lot.

ARTICLE IV BUILDING AND USE RESTRICTIONS

Section 1. Exterior Changes and Alterations. No changes or alterations to the exterior of any building or other improvement on any Lot may be made or undertaken without the prior approval of the Design Review Committee; provided, however, that this provision shall not preclude the repainting of the exterior of any building, nor the replacement or repair of any broken or damaged exterior windows, siding, trim, sidewalks, driveways, fences, or exposed structural members or foundations, if the same does not alter the size of the building or the configuration or architectural features of its exterior, including the size and shape of windows, or the pitch or configuration of the roof lines.

Section 2. Service Facilities. All garbage cans, maintenance tools and similar items shall be screened or enclosed to conceal them from neighboring Lots.

Section 3. Nuisances. No equipment, vehicles, building materials, boats or travel trailers shall be kept or stored on any Lot unless enclosed within an approved building or structure. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odor shall be permitted to arise therefrom so as to render any such property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot.

Section 4. Exterior Materials. The front elevation of the exterior walls of all buildings and structures shall be of brick, EIFS or other similar generic material, stucco or stone; provided, however, that window frames, eaves, and trim may be of wood or vinyl. The use of steel non-reflective siding materials or masonry, including brick, block or exposed concrete may be used on exterior side and rear elevations, subject to approval by the Design Review Committee. Notwithstanding the foregoing, the front elevation of buildings north of the following described line may be constructed of tilt-up concrete, concrete block, steel non-reflective siding materials, or other masonry finish. The use of other materials shall be limited to less than twenty-five percent (25%) of the total surface area of the front elevation, and shall be subject to approval by

the Design Review Committee, in its sole and absolute discretion. The area to which this less restrictive front elevation building material is applicable is as follows:

The area north of the following described line:

Beginning at the intersection of 475 South Road and US Highway 93;

Then west to a point that lies 150 feet west of the intersection of 475 South Road and 365 East Road;

Then south to a point that lies 150 feet west of the intersection of 500 South Road and 365 East Road;

Then west along 500 South Road to the west boundary of Phase 1 of Crossroads Point Business Center.

Section 5. Roof Materials and Design. Roofing materials visible from street level shall be limited to non-reflective metal or architectural grade asphalt shingles. No wood shingles shall be allowed. If the roof slope is equal to or less than one (1) inch vertical for every one (1) foot horizontal, other building materials may be approved by the Design Review Committee in its sole and absolute discretion.

Section 6. Landscaping. All landscaping plans for the property in Phase 1 of the Subdivision shall conform to the requirements of the County of Jerome and shall contain a list of planting materials and plant densities. Initial landscaping plans for each Lot shall be approved by the Design Review Committee, and shall include an adequate irrigation system and maintenance plan. After initial installation, which shall occur within 120 days after the completion of the primary building on each Lot, individual plantings may be replaced, as necessary, without further approval from the Design Review Committee.

Section 7. Property Maintenance. Every Owner shall at all times maintain its Lot, and all improvements situated thereon, in good condition and repair and not allow the same to diminish the appearance of the Subdivision. Further, each Owner agrees to promptly make such reasonable repairs and undertake such reasonable maintenance of its Lot and improvements as may, from time to time, be requested by the Board of Directors, and agrees that the Board shall be entitled to specific performance of this obligation in court against any Owner who fails or refuses to complete such repairs or maintenance when duly requested to do so by the Board.

Section 8. Improvement Completion. Upon commencement of construction of any building or structure, or any remodeling or alteration to the exterior of any existing building or structure, the Owner thereof shall cause all work thereon to be completed within one (1) year after commencement. Notwithstanding the foregoing if, during the course of construction of any such building or structure, the improvements are damaged or destroyed by fire or other casualty, then the time period provided herein will be extended for a reasonable period of time as long as the Owner thereof promptly, following the occurrence of that damage or destruction, undertakes and thereafter diligently pursues completion of that building or structure.

Section 9. Parking Area Construction. All parking lots and other vehicular parking areas on any Lot shall be constructed of asphalt, concrete or masonry pavers. No gravel, grass or dirt parking areas shall be permitted.

Section 10. Pylon Sign. Unless specifically authorized by the Declarant, the only pylon signage allowed in Phase 1 of the Subdivision shall be at the location shown in the southeast corner on the plat of Phase 1.

Section 11. Truck Terminal Land Usage. Nothing herein, including, without limitation, the provisions of Article III, Section 2 and Article IV, Section 3, shall be deemed to prohibit use of a Lot as a truck terminal or a distribution/sorting/storage facility, with truck trailers being kept outside and onsite in the land area of the Subdivision north of the line described in this Article IV, Section 4. The allowance for this usage is limited to the area north of the line described in Section 4.

ARTICLE V COMMON AREA

Section 1. Common Area. The Common Area within Phase 1 of the Subdivision is comprised, as of the date hereof, of "Common Area" as shown on the official plat of Phase 1 of Crossroads Point Business Center P.U.D. It is the intent of the Declarant that all improvements situated therein, shall be exclusively managed by the Association for the common benefit, use and enjoyment of the Lots, and their respective Owners, and shall extend to all owners of all phases of the Subdivision. Without limiting the foregoing, the Association shall have the exclusive right and obligation to repair and maintain all roads and other improvements now or hereafter situated within said Common Area, including resurfacing and snow removal as necessary, and to levy such assessments against the Lots and Owners, in the manner hereinafter provided for, as may be necessary, to defray all reasonable costs incurred in such activities.

Section 2. Use of Common Area. Subject to the provisions and limitations herein contained, each Owner shall have a non-exclusive right and easement of enjoyment, in common with all other Owners, in and to the Common Area, and such right and easement shall be appurtenant to, and pass with, title to each Lot.

ARTICLE VI THE ASSOCIATION

Section 1. Creation. Declarant shall cause to be incorporated, as a non-profit property owners' association under the laws of the state of Idaho, the Crossroads Point Business Center P.U.D. Owners Association, Inc.

Section 2. Membership. Every Owner in the Subdivision, including Phase 1 thereof, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person or entity, the membership related to that Lot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the

Lot is held; provided, however, the co-owners of such Lot shall designate one of the co-owners as the Member for the purposes of membership in the Association, voting and representation of the interest of the co-owners in the Association. that only one membership shall be appurtenant to each Lot, except that if any Lot is larger than five (5) acres, the owner of such Lot shall be entitled to three (3) votes for each such Lot; and any joint or common owners of said membership shall collectively appoint one person to vote that membership in the Association. No person or entity other than an Owner may be a Member of the Association.

Section 3. Quorum and Voting Rights. A majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of the Members of the Association. The total number of votes which may be cast by all Members of the Association shall be one (1) vote per Lot except that if any Lot is larger than five (5) acres, the Owner of such Lot shall be entitled to three (3) votes for each such Lot.

Section 4. Cumulative Voting. In any election of the directors of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each Director to be elected, and to thereby give one candidate or divide among any number of the candidates a whole number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws.

Section 6. Management of the Common Area. The Association, subject to the rights of the Owners set forth in Article VI hereof, shall be responsible for exclusive management and control of any Common Area. All roads, landscaping and other improvements situated on or included in the Common Area, shall be kept in good condition and repair and all roads belonging to the Association shall be kept reasonably free of debris, obstructions, and snow by the Association. The Association shall maintain such public liability insurance coverage on the Common Area as its Board of Directors deems appropriate.

Section 7. Miscellaneous Services. For no less than an initial term of ten (10) years, the Association shall contract with Crossroads Point Property Management, L.L.C., ("CPPM") to manage the Association's affairs, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of its purposes and obligations, whether such personnel are furnished or employed directly by the Association or any person or entity with whom the Association contracts. CPPM shall have two (2) optional five (5) year terms to manage the Association's affairs if CPPM shall deem it advisable, in the sole discretion of CPPM. Notwithstanding the foregoing, the contract and services of CPPM may be terminated, at any time for good cause, by seventy five percent (75%) vote of the Board of Directors. In the event the Board terminates the services and contract of CPPM, or CPPM ceases to provide management services, for any reason, or ceases to exist as a legal entity, the Board of Directors may choose a new property management company, by a majority vote of the entire Board, to manage the Association's affairs, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of its purposes and obligations,

whether such personnel are furnished or employed directly by the Association or any person or entity with whom the Association contracts. CPPM, so long as its contract is in effect, may arrange with others to furnish insurance, snow removal, maintenance, repair, landscaping, or other services for the Common Area.

Section 8. Rules and Regulations. The Association, by and through its Board of Directors, may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, governing the use of all roads and streets owned or controlled by the Association for the benefit of the Owners. The Association may also take judicial action against any Owner to enforce compliance with any of its rules and regulations, or the other terms or provisions of this Declaration.

Section 9. Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII ASSESSMENTS

Section 1. Agreement to Pay Assessments. Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each subsequent Owner of any Lot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree to pay to the Association all assessments duly levied against such Lot and Owner pursuant to Declaration. In the case of joint or co-ownerships this liability shall be joint and several. Such assessments shall be levied and collected against Lots and their respective Owners, from time to time in the manner provided in this Article VII.

Section 2. Annual Assessments. Annual assessments against all Lots and the Owners thereof are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the Association's affairs, including the maintenance and operation of the Common Area. Such expenses may include, among other things, those incurred for insurance, legal and accounting services, road maintenance, snow removal, landscaping installation and maintenance, and the creation of a reasonable contingency reserve, surplus and/or sinking fund for capital improvements, replacements and repair. The Board of Directors shall prepare a budget showing anticipated income and expenses for the forthcoming fiscal year, which duty may, in the discretion of the Board, be delegated to CPPM or such other property management company managing the Association's affairs pursuant to Article VI, Section 7 hereof. The Board of Directors shall present the proposed budget to the Members at the annual meeting of the Members as established pursuant to the Bylaws of the Association. The proposed budget shall be discussed and the final annual budget shall be voted upon and must be approved by the Owners of no less than fifty one percent (51%) of the votes of the Owners present in person or by proxy and entitled to vote at the annual meeting of the Members.

Section 3. Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements, or any other expenses duly incurred or to be incurred as provided in this Declaration, but not adequately provided for by the annual assessment. This section shall not be construed as independent authority for the Association to incur expenses, but shall be construed to prescribe an alternative manner of assessing for expenses authorized in other sections hereof, which expenses are of an unanticipated nature, or are of a nature not reasonably capable of being fully paid with funds generated by annual assessments. Any such special assessment equal to or in excess of five thousand and 00/100 dollars (\$5,000.00) for a Lot less than five (5) acres in size must be assented to by a vote of the Owners of not less than sixty percent (60%) of the votes of the Owners present in person or by proxy and entitled to vote at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least thirty (30) days but not more than sixty (60) days prior to the meeting date. Notwithstanding the foregoing, nothing herein shall be deemed to preclude the Board from incurring an indebtedness without a vote of the Association Owners in the event of a bona fide emergency.

Section 4. Apportionment of Assessments. Levies of annual and special assessments shall be apportioned equally among the Lots based upon the square footage thereof.

Section 5. Notice of Periodic Assessments and Time for Payment Thereof. The Association shall establish an annual assessment each year, the exact date to be determined by its Board of Directors, and shall further establish a special assessment whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable quarterly unless the Association determines otherwise. The Association shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than 15 days after said written notice has been given and each assessment shall bear interest at the rate of 12% per annum from and after the date it becomes due and payable if not paid within 30 days after such date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date 15 days after such notice has been given.

Section 6. Lien of Assessment. All sums assessed against any Lot shall be secured by a lien on said Lot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Lot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages, deeds of trust or other security instruments perfected and recorded in Jerome County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Jerome County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Lot and the legal description of said Lot. Such notice shall be signed by an officer of the Association and may be recorded in the office of

the County Recorder of Jerome County, Idaho. No such notice of assessment shall be recorded until there is a delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the state of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorneys fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Unless sooner satisfied and released, or the enforcement initiated as provided earlier in this section, any lien created pursuant to this section shall expire and be of no further force or effect one year from the date of said notice of assessment; provided, however, said one year period may be extended by the Association for an additional period not to exceed one year by a written extension signed by an officer of the Association and recorded in the office of the county recorder of Jerome County, Idaho, prior to the expiration of the initial one year period.

Section 7. Personal Obligation of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation can be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the common area, or by the sale or abandonment of the Lot.

Section 8. Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Lot.

ARTICLE VIII DESIGN REVIEW COMMITTEE

Section 1. Design Review and Approval. No initial landscaping, building, structure or other improvement, including signs, nor any alteration or change to the exterior of any existing building, structure or improvement on any Lot shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "DRC"). All plans and specifications shall be evaluated as to compliance with this Declaration, the Crossroads Point Business Center P.U.D. Landscape, Site Design, and Architectural Design Guidelines attached hereto as Exhibit "A", as may be amended by majority vote of the Board of Directors, and compatibility with surrounding structures.

Section 2. Design Review Committee. The DRC shall be composed of three (3) seats. One seat on the DRC shall be held by an Owner, and the two other seats on the DRC may be held by individuals who are or are not Owners. For a period of five (5) years from the date on which this Declaration is recorded in the records of Jerome County all individuals serving on the DRC

shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, individuals serving on the DRC shall be appointed by, and serve at the pleasure of, the Board of Directors. The individuals serving on the DRC shall be compensated by the Association through fees to be collected as set forth in Section 3(c) of this Article.

Section 3. Powers and Duties of the DRC. Subject to appeal to and final determination by the Declarant, for a period of five (5) years from the date on which this Declaration is recorded in the records of Jerome County, and thereafter appeal to and final determination by the Board of Directors, the DRC shall have the following powers and duties:

(a) To require submission to the DRC of complete sets of plans and specifications for any building, exterior improvement, alteration, change of structure proposed for any Lot. Such submission shall include the building footprint, elevations, site plan, landscaping and conceptual grading plans. The DRC may also require submission of samples of building materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.

(b) To approve or disapprove any proposed building, or alteration, addition, change, modification or improvement to the exterior of any existing building on any Lot. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all individuals serving on the DRC participating in such decision, whether voting in favor or against the proposal. All appeals to the Declarant or the Board of Directors, as the case may be, shall be submitted in writing by the applicant, and the determination of the appeal by the Declarant or the Board of Directors, as the case may be, shall be signed by all individuals of the Declarant, or each individual serving on the Board, participating in such decision on the appeal.

(c) To set and adjust, as necessary from time to time, and collect on behalf of the Association a fee, in an amount reasonably calculated to defray the reasonable costs incurred to review proposed development plans, including the costs incurred for the services of the individuals serving on the DRC, or any architects, engineers or other professional consultants engaged by the DRC to assist it in the review process. The initial fee for any such submission shall be Six Hundred Dollars (\$600).

(d) To obtain, and pay, with the fees collected pursuant to Section 3(c), immediately hereinabove, for, the services of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process.

(e) Upon approval of an Owner's plan, and upon the request of an Owner, to provide notice to Jerome County of DRC's approval of an Owner's plan.

ARTICLE IX MISCELLANEOUS

Section 1. Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or any Owner.

Section 2. Notice of Meeting and Mailing Address. Not later than ten days prior to the date of any regular or three days prior to the date of a special meeting of the members, notice of said meeting, including the time, place, and purpose of the meeting, shall be given to each member by personal service or by mail; provided, however, that if notice is given by mail, it shall be placed in the U.S. mail, postage prepaid, addressed to the member to whom it is directed at member's last known address, not later than fifteen days prior to the date of the regular meeting or not later than three days prior to the date of a special meeting. Each Owner shall provide the Association with such Owner's mailing address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the given address.

Section 3. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 4. Severability. If any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

Section 5. Prevailing Law. The provisions of the Declaration shall be construed and enforced pursuant to the laws of the state of Idaho.

DATED this 20th day of June, 2006.

"DECLARANT"

ABC AGRA, L.L.C.


By: 
Arlen B. Crouch
Its: Managing Member

Exhibit A

**Crossroads Point Business Center P.U.D. Landscape, Site Design, and
Architectural Design Guidelines**