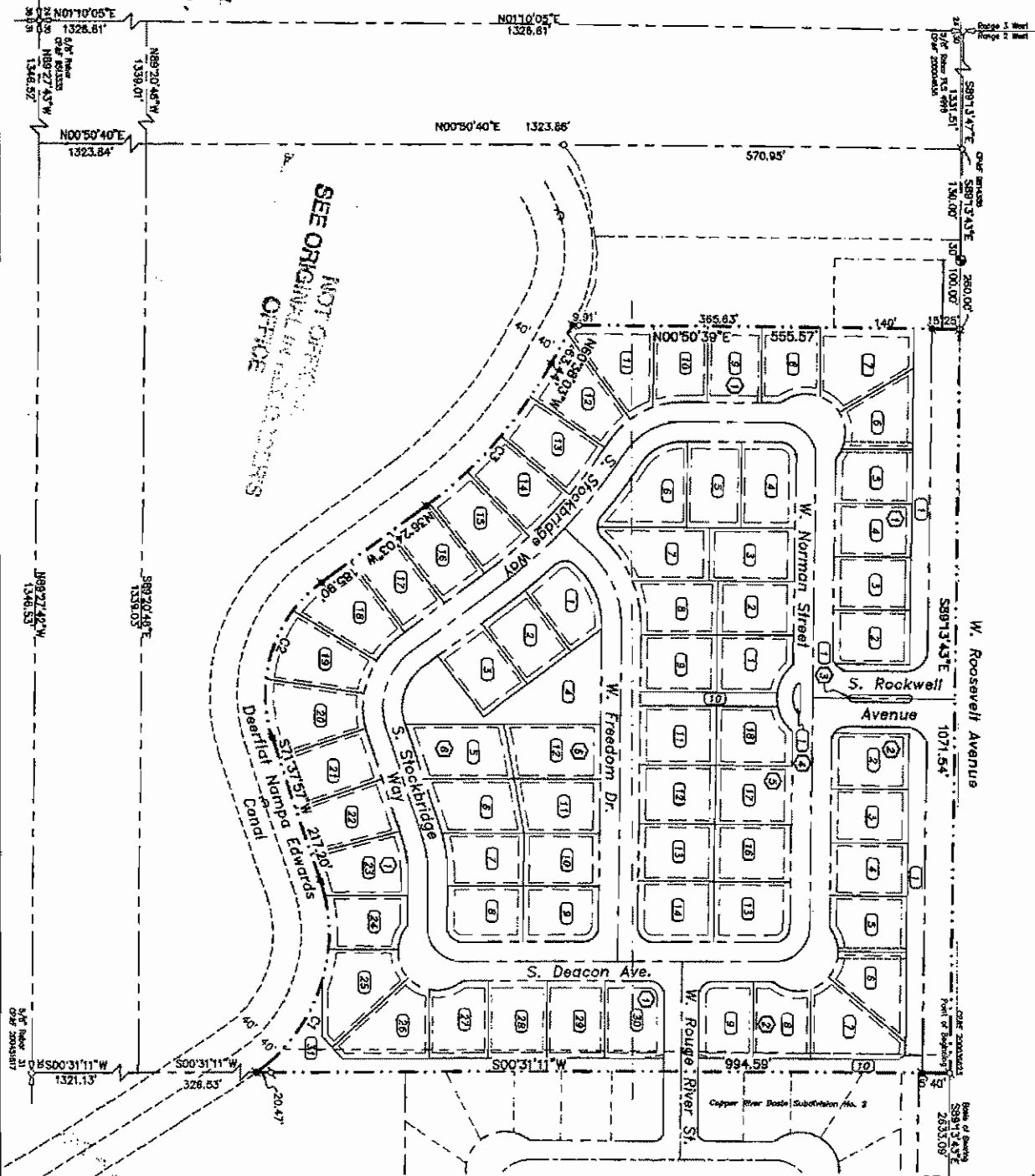


INSTRUMENT NO. 1607005509

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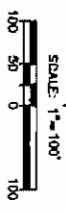
Final Plat of
Rockwell Village Subdivision
Situate in the Northeast Quarter of the Southeast Quarter of
Section 30, Township 3 North, Range 2 West, Boise Meridian,
City of Nampa, Canyon County, Idaho
2006



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LEGEND

- Boundary Line
- Right-of-way Line
- Easement Line
- Lot Line
- Public Storm Drain Easement
- Center Line
- Existing Conduit Easement Line
- Access & Utility Easement
- Block Number
- Lot Number
- W --- Written Corner
- --- Set 1/2" Rebar with Plastic Cap Marked "MNO PLS 11334"
- --- Set 5/8" Rebar with Plastic Cap Marked "MNO PLS 11334"
- --- Found Section Corner, As Noted
- --- Found Quarter Section Corner, As Noted
- --- Found 1/2" Rebar
- --- Found 5/8" Rebar
- --- Found Aluminum Cap
- --- Found 1/2" Rebar Rebar, With 5/8" Rebar with Plastic Cap Marked "MNO PLS 11334"



Curve Table

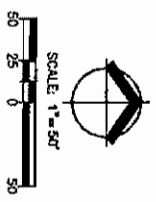
Curve	Radius	Length	Chord Bearing	Chord Length
C1	7358.0'	240.0'	N71°23'55"W	238.62'
C2	11397.0'	200.0'	N72°23'03"W	208.02'
C3	2414.0'	94.00'	N45°31'03"W	88.88'

B129 P17

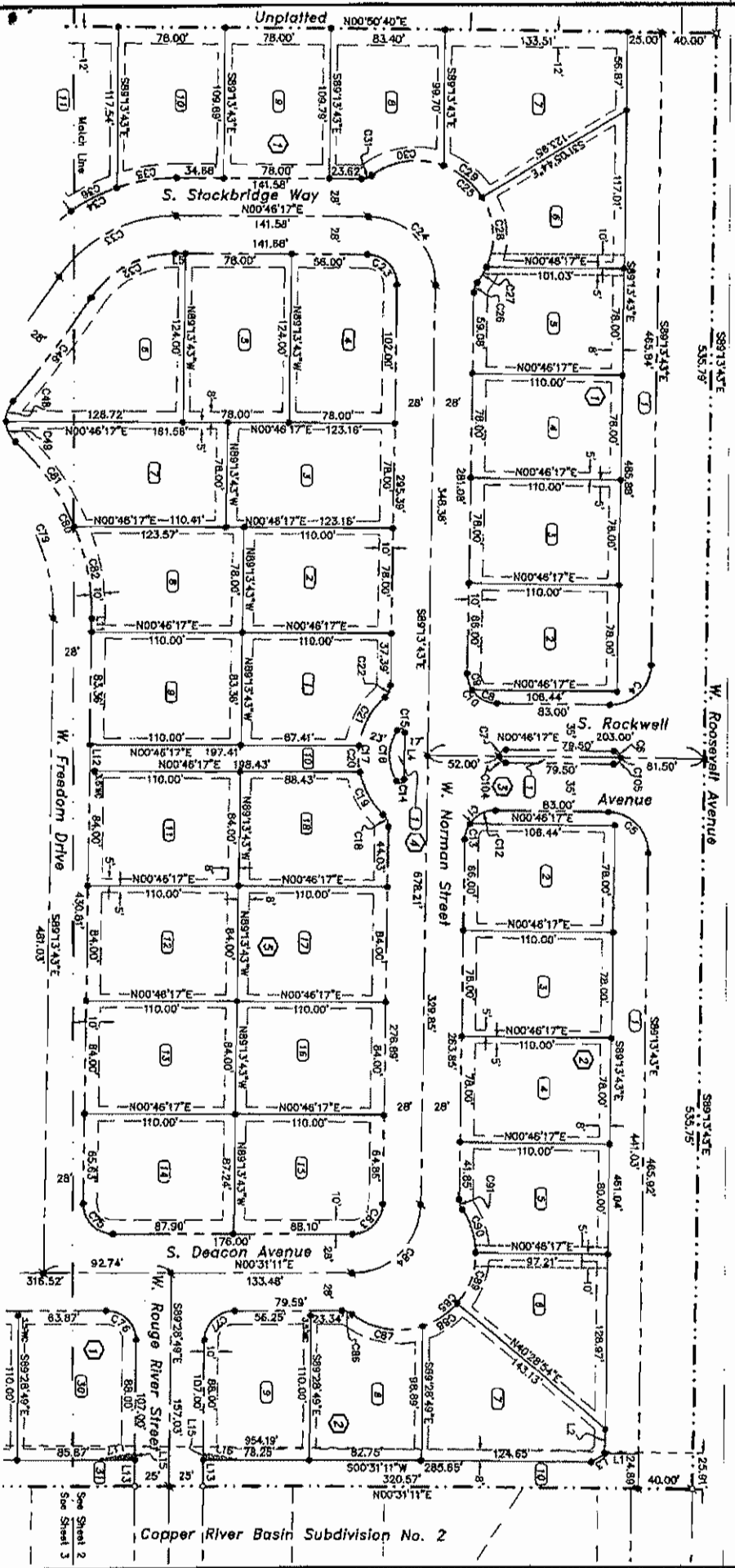


W R G
DESIGN INC.
453 S. FITNESS PLACE, EAGLE, ID 83618
Tel. 208.248.8300 Fax. 208.248.8320
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS
DATE: 06/20/06 JOB #: 6055292.00 SHEET 1 OF 5

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Final Plat of
Rockwell Village Subdivision
Situate in the Northeast Quarter of the Southwest Quarter of
Section 30, Township 3 North, Range 2 West, Boise Meridian,
City of Nampa, Canyon County, Idaho
2006



LEGEND

- Boundary Line
- Right-of-way Line
- Easement Line
- Lot Line
- Public Storm Drain Easement
- Center Line
- Existing Canal Easement Line
- Access & Utility Easement
- Block Number
- Lot Number
- Witness Corner
- Set 1/2" Rebar With Plastic Cap Marked "MPC PLS 1133X"
- Set 5/8" Rebar With Plastic Cap Marked "MPC PLS 1133X"
- Found Section Corner, As Noted
- Found Quarter Section Corner, As Noted
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found Aluminum Cap
- Found 1/2" Rebar Reset With 5/8" Rebar With Plastic Cap Marked "MPC PLS 1133X"

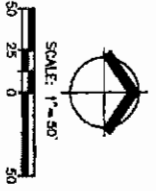
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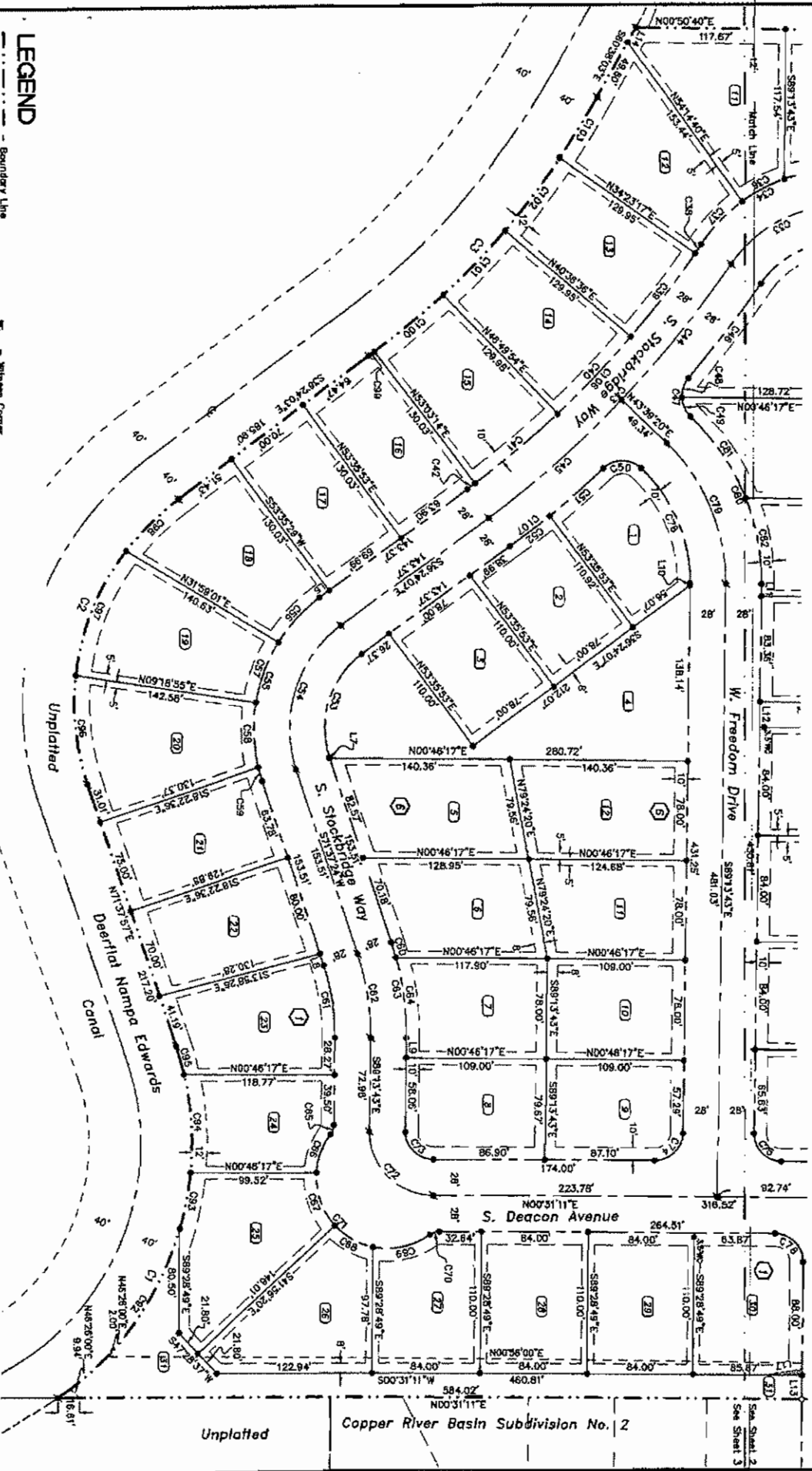
W R G INC.
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Final Plat of
Rockwell Village Subdivision
Situate in the Northeast Quarter of the Southwest Quarter of
Section 30, Township 3 North, Range 2 West, Boise Meridian,
City of Nampa, Canyon County, Idaho
2006



LEGEND

- Boundary Line
 - Right-of-way Line
 - Easement Line
 - Lot Line
 - Public Storm Drain Easement
 - Center Line
 - Existing Canal Easement Line
 - Access & Utility Easement
 - Block Number
 - Lot Number
-
- ⊙ Within Corner
 - ⊙ Set 1/2" Rebar With Plastic Cap Marked "MIG PLS 11334"
 - ⊙ Set 5/8" Rebar With Plastic Cap Marked "MIG PLS 11334"
 - ⊙ Found Section Corner, As Noted
 - ⊙ Found Quarter Section Corner, As Noted
 - ⊙ Found 1/2" Rebar
 - ⊙ Found 5/8" Rebar
 - ⊙ Found Aluminum Cap
 - ⊙ Found 1/2" Rebar Rebar With 5/8" Rebar With Plastic Cap
 - ⊙ Moved "MIG PLS 11334"



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DATE: 08/07/06 JOB#: 6055029.00 SHEET: 3 OF 5

**Final Plat Of
Rockwell Village Subdivision**
Situate in the Northeast Quarter of the Southwest Quarter of
Section 30, Township 3 North, Range 2 West, Boise Meridian,
City Of Nampa, Canyon County, Idaho
2006

Course	Distance	Bearing	Length	Chord Bearing	Chord Length
C1	7350.18'	240.00'	308.21'	N173.353°W	288.68'
C2	7139.06'	240.00'	291.21'	N172.303°W	278.02'
C3	2414.06'	60.00'	270.89'	N48.3103°W	238.68'
C4	9070.00'	30.00'	30.00'	N44.545°W	42.43'
C5	9070.00'	30.00'	47.12'	S45.4617°W	42.43'
C6	9070.00'	3.00'	7.85'	S45.4617°W	7.07'
C7	9070.00'	3.00'	7.85'	S44.1345°E	7.07'
C8	56756.39'	22.00'	21.87'	N28.1437°E	20.98'
C9	33333.31'	22.00'	12.69'	N74.1437°E	12.92'
C10	9070.00'	22.00'	34.96'	S44.1345°E	31.11'
C11	9070.00'	22.00'	34.96'	S44.1345°E	31.11'
C12	56756.39'	22.00'	21.87'	S27.4203°E	20.98'
C13	33333.31'	22.00'	12.69'	S27.4203°E	12.92'
C14	14831.59'	3.00'	7.78'	N15.5018°W	5.78'
C15	14831.59'	3.00'	7.78'	N16.5018°W	5.78'
C16	62460.03'	32.00'	40.64'	S88.1345°E	38.63'
C17	9332.91'	60.00'	98.31'	S88.1345°E	87.68'
C18	44592.28'	12.50'	10.24'	S87.1604°W	8.96'
C19	34295.39'	60.00'	38.05'	N61.0241°E	35.51'
C20	19172.47'	60.00'	20.12'	N67.5144°E	20.03'
C21	4014.95'	60.00'	42.14'	S82.2430°E	41.28'
C22	46759.25'	12.50'	10.24'	N65.4530°W	9.96'
C23	9070.00'	22.00'	34.96'	S45.4617°W	31.11'
C24	9070.00'	50.00'	78.84'	S45.4617°W	70.71'
C25	16246.92'	50.00'	158.09'	S45.4617°W	140.74'
C26	36233.72'	12.50'	13.27'	S31.0202°E	12.81'
C27	13234.72'	50.00'	13.27'	N88.3128°W	13.42'
C28	6515.45'	50.00'	53.79'	S89.1408°W	51.74'
C29	31741.55'	50.00'	38.94'	S89.3816°W	38.28'
C30	9524.14'	50.00'	53.10'	S87.2646°E	52.95'
C31	38233.12'	12.50'	7.84'	N17.2819°E	7.81'
C32	57109.57'	22.00'	71.65'	S27.4419°E	69.73'
C33	57109.57'	100.00'	99.51'	S27.4419°E	95.46'
C34	92703.67'	100.00'	127.37'	S27.4419°E	122.18'
C35	16746.53'	128.00'	44.18'	S28.0279°E	43.97'
C36	16746.53'	128.00'	37.41'	S27.2581°E	37.28'
C37	20792.20'	128.00'	45.77'	S46.0300°E	45.53'
C38	6131.19'	772.00'	8.52'	N85.9544°E	8.52'
C39	6131.19'	772.00'	83.83'	N82.3004°W	83.78'
C40	6131.19'	772.00'	83.83'	N46.1645°W	83.78'
C41	6131.19'	772.00'	83.84'	N46.0328°W	83.78'
C42	6131.19'	772.00'	7.33'	N36.1027°W	7.33'
C43	16746.53'	880.00'	277.05'	N46.1924°W	275.67'
C44	16746.53'	880.00'	138.23'	N51.1740°W	138.06'
C45	6374.32'	820.00'	138.82'	N41.2272°W	138.65'
C46	6374.32'	820.00'	84.34'	N45.2850°W	84.28'
C47	8657.45'	22.00'	33.39'	N88.4609°E	30.28'
C48	46232.26'	22.00'	16.33'	S20.0613°E	15.98'
C49	46232.26'	22.00'	17.96'	N65.5138°E	16.63'
C50	8537.27'	22.00'	33.07'	S89.0325°W	30.07'
C51	5327.11'	628.00'	53.92'	N41.0215°W	53.81'

Line	Bearing	Length
L1	N00°46'17"E	25.00'
L2	N89°15'43"W	18.07'
L3	S52°22'39"E	11.66'
L4	N89°15'43"W	35.59'
L5	N00°46'17"E	7.58'
L6	N88°24'07"W	9.48'
L7	S71°37'24"W	0.77'
L8	S71°37'24"W	0.75'
L9	N89°15'43"W	14.62'
L10	N89°15'43"W	1.62'
L11	N89°15'43"W	9.82'
L12	N89°15'43"W	20.00'
L13	S89°28'40"E	18.00'
L14	N89°28'40"E	13.84'
L15	S89°28'40"E	8.00'
L16	N89°28'40"E	30.41'
L17	S172°59'51"E	27.81'

Course	Distance	Bearing	Length	Chord Bearing	Chord Length
C52	2427.01'	628.00'	89.02'	N37°46'07"W	88.07'
C53	7158.28'	120.00'	80.46'	S72°23'27"E	84.62'
C54	7158.28'	100.00'	178.67'	S72°23'27"E	177.92'
C55	2138.79'	128.00'	160.78'	S72°23'27"E	158.43'
C56	3341.28'	50.00'	48.29'	S47°24'33"E	46.07'
C57	2240.90'	128.00'	50.64'	S88°31'02"E	50.31'
C58	2240.90'	128.00'	50.63'	N87°59'01"E	50.30'
C59	3301.42'	228.00'	11.23'	N74°03'53"E	11.23'
C60	3301.42'	228.00'	12.28'	S73°01'00"W	12.28'
C61	19108.53'	12.00'	57.46'	N81°51'56"W	58.55'
C62	19108.53'	200.00'	66.84'	S81°11'50"W	68.25'
C63	16301.42'	228.00'	78.20'	S82°44'26"W	78.64'
C64	16301.42'	22.00'	63.81'	N11°01'50"W	63.81'
C65	35232.42'	12.50'	7.84'	N17°01'50"W	7.81'
C66	3341.28'	50.00'	32.92'	N88°40'45"E	32.46'
C67	4529.54'	50.00'	44.58'	N70°25'45"E	43.76'
C68	3548.30'	50.00'	35.00'	N20°24'19"E	34.45'
C69	4725.49'	50.00'	50.63'	N87°59'01"E	50.30'
C70	3616.37'	12.50'	46.35'	N12°02'42"W	45.04'
C71	16259.25'	50.00'	159.24'	N43°24'05"E	151.76'
C72	30151.06'	50.00'	78.76'	N43°24'05"E	70.87'
C73	30151.06'	22.00'	34.65'	N43°24'05"E	33.86'
C74	80145.94'	22.00'	34.65'	N12°01'11"W	31.87'
C75	80145.94'	22.00'	34.65'	S49°51'11"W	31.87'
C76	80145.94'	22.00'	34.65'	S49°51'11"W	31.87'
C77	80145.94'	22.00'	34.65'	S49°51'11"W	31.87'
C78	47151.00'	122.00'	101.75'	S85°24'55"W	98.63'
C79	47151.00'	178.00'	123.10'	S87°08'45"W	123.23'
C80	47151.00'	178.00'	141.41'	S87°08'45"W	141.24'
C81	24555.48'	178.00'	77.45'	S59°47'05"W	78.84'
C82	24555.48'	178.00'	88.98'	S78°30'40"W	89.55'
C83	69444.54'	22.00'	34.48'	N44°21'16"W	34.04'
C84	69444.54'	50.00'	78.37'	N44°21'16"W	78.52'
C85	18242.27'	50.00'	159.05'	N43°24'05"W	158.75'
C86	37203.30'	12.50'	8.15'	S11°12'28"W	8.00'
C87	35565.39'	36.00'	44.68'	N68°33'21"E	52.53'
C88	41276.38'	56.00'	30.72'	N33°48'02"W	30.34'
C89	33390.01'	56.00'	40.58'	N70°15'36"W	38.68'
C90	33390.01'	56.00'	33.07'	S72°01'44"W	32.58'
C91	35373.04'	12.50'	7.77'	N27°37'45"E	7.65'
C92	39151.00'	240.00'	184.61'	N84°03'16"W	181.21'
C93	10317.12'	240.00'	44.46'	N78°50'27"W	44.42'
C94	18280.18'	240.00'	78.07'	S89°22'43"W	77.23'
C95	5275.48'	240.00'	22.74'	S74°29'50"W	22.24'
C96	24404.50'	200.00'	86.15'	N65°58'27"E	85.46'
C97	30433.50'	200.00'	107.27'	S85°01'17"E	106.59'
C98	65318.18'	200.00'	52.78'	S44°46'43"E	51.52'
C99	65318.18'	200.00'	53.85'	N30°55'47"W	53.82'
C100	54140.00'	640.00'	89.72'	N40°13'04"W	88.83'
C101	54140.00'	640.00'	88.72'	N46°15'30"W	88.83'
C102	54140.00'	640.00'	88.72'	N42°30'00"W	88.83'
C103	5100.46'	940.00'	96.00'	N85°02'49"W	95.86'
C104	5100.46'	940.00'	7.85'	N85°02'49"W	7.07'
C105	80300.00'	3.00'	7.85'	S41°34'55"E	7.07'
C106	18500.33'	778.00'	70.28'	S46°19'24"E	268.10'
C107	6324.12'	828.00'	94.94'	S59°24'17"E	148.87'

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Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. This subdivision is subject to compliance with Idaho Code 31-2005 concerning irrigation water.
3. The City of Nampa shall be responsible for maintenance of all drainage and irrigation facilities within this subdivision.
4. Minimum building setbacks shall be in accordance with the City of Nampa applicable zoning regulation at the time of issuance of the building permit.
5. Lot 1 of Block 1-4, Lot 10 of Block 5, and Lot 4 of Block 6 are designated as common area lots to be owned and maintained by the Rockwell Village Homeowner's Association and are subject to blanket easements for public utilities, property drainage, and irrigation.
6. Rockwell Village is subject to a City of Nampa Subdivision Instrument Agreement dated March 1, 2008 and recorded as Instrument Number 2008222752.
7. Rockwell Village is subject to a License Agreement with Nampa Irrigation District dated February 7, 2006 and recorded as Instrument Number 200615363.

Easements

1. All lot lines common to a public right-of-way shall have a ten (10) foot wide property drainage, irrigation, and public utility easement.
2. All rear lot lines adjacent to the subdivision boundary shall have a twelve (12) foot wide property drainage, irrigation, and public utility easement unless shown otherwise.
3. All rear interior lot lines shall have an eight (8) foot wide property drainage, irrigation, and public utility easement unless shown otherwise.
4. All side yard lot lines shall have a five (5) foot wide property drainage, irrigation, and public utility easement unless shown otherwise.
5. Lot 30 of Block 1 and Lot 9 of Block 2 are subject to an easement for Nampa Irrigation District on the north side of the lots as depicted on this map.
6. Lot 31 of Block 1 and Lot 10 of Block 2 are to be dedicated as irrigation district right-of-way to the Nampa Irrigation District. Said lots to be meted out by the Irrigation District.
7. Lots 1 of Block 1-4, Lot 10 of Block 5, and Lot 4 of Block 6 are designated as common area lots to be owned and maintained by the Rockwell Village Homeowner's Association and are subject to blanket easements for public utilities, property drainage, and irrigation.
8. Lots 5 and 6 of Block 1 and Lots 3 and 8 of Block 2 are subject to a 15' wide public storm drain easement as depicted on this map.



W R I N C

D E S I G N I N G

453 S. FITNESS PLACE, EAGLE, ID 83616
Tel. 208.246.8300 Fax 208.246.8320
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

DATE: 08/01/06 JOB#: 003-023-00 SHEET 4 OF 5

2007005569

RECORDED

2007 JAN 24 PM 12 04

WILLIAM H. RINGST
CANYON COUNTY RECORDER
BY *William H. Ringst*

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OFFICE

la

2007 FEB 6 PM 4 27
WILLIAM H. BURST
CANYON COUNTY RECORDS
BY

RECORDED

2007009220

REQUEST
TYPE
NEW
FEE
060-

TITLEONE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROCKWELL VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR **ROCKWELL VILLAGE** is made effective as of the 6th day of February, 2007, by Cotner Development Company, LLC, (hereinafter "Grantor" or "Declarant") whose address is P.O. Box 785, Meridian, Idaho 83680. All homes are to be ENERGY STAR® Construction.

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to the Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declarations" or CC&R's") is that property in Nampa, Canyon County, Idaho, more particularly legally described as; Lots 1 through 31 Block 1; Lots 1 through 10 Block 2; Lot 1 Block 3; Lot 1 Block 4; Lots 1 through 18 Block 5; Lots 1 through 12 Block 6 ROCKWELL VILLAGE SUBDIVISION (hereinafter referred to as "Property")

1.1.1 Development. The Property shall be developed as defined in the ordinances of the City of Nampa, Canyon County, Idaho, for residential uses;

1.1.2 "Common Area" Lots. The "Common Area Lots contained in this Subdivision are set out in Paragraph 3.4.

1.2 Purpose of Declaration. The Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude herein set forth to insure the proper design, development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property.

ARTICLE 2: DECLARATIONS

2.1 Special Conditions. The following conditions specific to Rockwell Village apply:

2.1.1 Domestic Irrigation System Prohibited. Connecting a public irrigation system to a domestic water supply is prohibited by city ordinance.

2.1.2 Right to Farm. As reflected on the original Plat of ROCKWELL VILLAGE SUBDIVISION, the Grantor and Owners recognize that ROCKWELL VILLAGE SUBDIVISION is subject to Section 22-4503 of the Idaho Code, "Right to Farm Act", which states: No agricultural operation or any appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."

2.2 Grantor Declaration; Owner Agreement by Accepting Deed. The Grantor hereby declares that the Property described on Exhibit A, and each lot, tract or parcel thereof (hereafter called "Lot" unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude (hereafter collectively called "Covenants and Restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of ROCKWELL VILLAGE and each Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and conditions set forth herein shall run with the land and each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in ROCKWELL VILLAGE or any Lot therein, and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor and by any Owner, as hereafter provided

2.3 Grantor Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed to prevent or limit the right of any Grantor to complete development of the property and to construct improvement thereon Grantor may maintain model homes, construction, sales or leasing offices, or temporary parking areas or similar facilities on any Lot or portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing. Notwithstanding

the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of all phases ROCKWELL VILLAGE in accordance with the plans therefore as the same exists or may be modified from time to time by the Grantor, (including re-subdividing) nor obligate the Grantor to complete the development of ROCKWELL VILLAGE except as expressly provided herein, nor prevent normal construction activities during the construction of improvements upon any Lot in ROCKWELL VILLAGE. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee (ACC), provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment to this Declaration.

ARTICLE 3: DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

3.1 **"Architectural Control Guidelines"** shall mean those Guidelines published from time to time by the Board (the Architectural Control Committee; hereinafter referred to as "ACC") defining and setting out certain building, design and architectural requirements and restrictions for this Subdivision.

3.2 **"Building Lot"** shall mean one or more Lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any dedicated to the public, or any Lots deeded to an irrigation entity for any irrigation pump facility.

3.3 **"Building"** A structure constructed on a Lot, on a temporary or permanent basis, and which unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

3.4 **"Common Area"** shall mean all Lots which are designated herein or on the Plat as common open space, a Common Area Lot or a common landscaped area including but not limited to the following parcels which Declarant shall deed to, and shall be managed and maintained by, the Home Owners Association.

Lot 1, Block 1 - Landscape and Drainage Common Area;
Lot 1, Block 2 - Landscape and Drainage Common Area;
Lot 1 Block 3 – Landscape Common Area in Street Right of Way;
Lot 1 Block 4 – Landscape Common Area in Street Right of Way;
Lot 10, Block 5 - Pedestrian Access Common Area;
Lot 4, Block 6 - Landscaped Park and Drainage Common Area;
Lot 10 Block 2 - Irrigation Right of Way
Lot 31 Block 1 - Irrigation Right of Way

The Association shall own, manage, maintain and operate these Common Area Lots and any other commonly maintained areas as provided in this Declaration with the exception of lots 10 Block 2 and 31 Block 1 which shall be deeded to Nampa Meridian Irrigation District.

3.5 **"Declaration"** shall mean this Declaration as it may be amended from time to time.

3.6 **"Development"** The Project to be undertaken by the Grantor resulting in the improvement of ROCKWELL VILLAGE, including landscaping, amenities, roads and pathways, utility services and other improvements, as elected by the Grantor.

3.7 **"Grantor"** shall mean Cotner Development Company LLC and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or successor. Grantor may also be referred to as the "Declarant".

3.8 **"Home Owners Association"** An organization formed to operate the irrigation system, landscaped areas and any common areas which lie within the boundaries of ROCKWELL SUBDIVISION and any other duties as provided for in the Articles of Incorporation.

3.9 **"Improvement"** All structures and appurtenances thereto of all kinds and types, including, but not limited to: buildings, roads, driveways, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, and lighting. Improvements shall not

include those items which are located totally on the interior of a building and cannot be readily observed when outside thereof.

3.10 "Mortgage" Any mortgage or deed of trust or other hypothecation of land located in ROCKELL VILLAGE, to secure performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to "First Mortgage", including a "First Deed of Trust".

3.11 "Occupant" Any person, association, corporation, or other entity, including their heirs, personal representatives, successors and assigns, who or which is an Owner, or has leased, rented, been licensed or is otherwise legally entitled to occupy and use any Building or improvement on a Lot, whether or not such right is exercised.

3.12 "Owner" A person or persons, or other legal entity or entities, including the Grantor, holding fee simple title to a Lot in ROCKWELL VILLAGE, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee or other security holder, provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at a foreclosure sale or otherwise.

3.13 "Plat" A final subdivision plat or plats covering any real property in ROCKWELL VILLAGE, as recorded from time to time in the office of the City of Nampa Recorder, Nampa, Idaho, as the same may be amended by duly recorded amendments thereto.

3.14 "Residential Lot" A Lot used for single-family residential purposes and uses incidental thereto, as limited by this Declaration.

3.15 "Subdivision" The whole of the land described on Exhibit A including each Lot or portion thereof, together with all water rights associated with or appurtenant to such property and as amended from time to time. A reference in this Declaration to ROCKWELL VILLAGE shall include all Lots shown on the Plat for ROCKWELL VILLAGE and any future Lots created by the subdividing of Lots in ROCKWELL VILLAGE.

ARTICLE 4: PURPOSE

ROCKWELL VILLAGE is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land

and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of ROCKWELL VILLAGE for the purpose of:

(a) Insuring Owners, and Occupants of buildings, of such quality in design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and improvements.

(b) Prevention of the erection within ROCKWELL VILLAGE of improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.

(c) Encouraging and assuring the erection of high-quality and attractive improvements, appropriately located within ROCKWELL VILLAGE.

(d) Securing and maintaining proper setbacks from streets, and adequate free spaces between improvements.

(e) Designating and maintaining open-space and storm detention areas to maintain and enhance the environment.

ARTICLE 5: PERMITTED USES

5.1 Prior Plan Approval; Architectural Control Guidelines. No improvement of any kind shall be placed or permitted to remain upon any part of the property unless a written request for approval has been approved by the Board of Directors of the ACC or a person so designated by the Board to approve same. The written request to the Board shall contain the plans, specification, landscaping plan, and exterior color scheme. The approval of the Board will not be unreasonably withheld if the plans and specifications comply with:

- A) These CC&R's.
- B) The Architectural Control Guidelines published by, and on file with, the Board
- C) All government ordinances, and
- D) The general harmony of the existing structures and

Improvements located in this Subdivision.

5.2 Use. The lots within ROCKWELL VILLAGE shall be used for the following purposes:

5.2.1 Residential Lots. The following lots shall be used exclusively for single-family residential purposes and such uses as are customarily incidental thereto (hereafter "residential Lots"):

(a) All Lots in ROCKWELL VILLAGE, according to the Plat thereof, except as noted in Paragraph 3, Section 4 of this document.

5.2.2 Other Lots. The Lots stated in Paragraph 3 Section 4 of this document shall be used for other purposes, subject to the limitations as provided in this Declaration:

5.3 Prohibited Buildings. No trailer or other vehicle, tent, shack, garage, accessory building or outbuilding on a lot shall be used as a temporary or permanent residence.

5.4 Setbacks-Residential Lots. Any building constructed on a residential Lot shall comply with the following minimum setbacks from each Lot Line below described or the minimum setbacks required by the City of Nampa, which ever is greater:

Front Lot Line	Twenty Feet (20')
Rear Lot Line	Fifteen Feet (15')
Side Lot Line	Five Feet (5') on one side Ten Feet (10') on the other
Side Street	Twenty Feet (10')

5.5 Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the benefit of each Owner and Occupant and their successors and assigns, for the purposes incident to such use, development and maintenance of ROCKWELL VILLAGE, an easements(s) for the installation and maintenance of public utility facilities of all kinds, including radio, television and transmission cables, the easements designated on the recorded Plat. Any variance to setbacks must have ACC approval in writing. As used herein and elsewhere in this Declaration, "front yard" shall mean that area on a residential Lot from the right-of-way line, as shown on the Plat to the closest line created by the front of the residential dwelling on the Lot, extended to each side Lot line. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entity having jurisdiction over

ROCKWELL VILLAGE requires setbacks different than those provided herein, the more restrictive shall control.

5.6 Commercial Use. No Lot shall be used at any time for commercial or business purposes except for such activity as shall be conducted and maintained solely within a residential dwelling unit located on a Lot, provided that no signs relating to said business activity shall be displayed where visible from any public or private road within ROCKWELL VILLAGE, and provided further, that the principal use of each Lot shall be as provided for in Section 5.01 above. Notwithstanding the foregoing, the Grantor, or persons authorized by the Grantor may use a residential Lot(s) for development and sales activities relating to ROCKWELL VILLAGE, model homes or real estate marketing and sales.

5.7 Lighting. Exterior lighting and interior lights reflecting outside shall be placed in such a manner which will minimize glare and excessive light spillage onto neighboring lots.

5.8 Animals/Pets. No farm animals, livestock or poultry, animals creating a nuisance, or animals in violations of governmental ordinances shall be kept on any property. Chronic and consistent dog barking shall be considered a nuisance. No more than two (2) domestic cats and no more than two (2) domestic dogs shall be allowed to inhabit any one Lot. Pets shall not be allowed in the Common Areas unless leashed. In the event an Owner constructs or maintains a kennel or other restraining area upon a Lot, such shall:

- (a) be located on a Lot in manner to avoid any endangerment of or nuisance to adjacent Lot Owners and Occupants; and,
- (b) at all times be kept in a clean and odor-free condition.

5.9 Drilling and Exploration. No oil exploration, or development of any kind or nature of mining exploration, or any structures in connection therewith shall be permitted to be performed, erected, maintained or used on any Lot, and no minerals shall be permitted to be mined or extracted on any Lot.

5.10 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat and reasonably sized sign on a residential Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing

may be displayed on a residential Lot during the construction of improvements. All lighted, moving or flashing signs for any purpose are prohibited.

5.11 Subdividing. Except as specifically provided in this Declaration to the contrary, a Lot may be further subdivided with the express written approval of the ACC. Any subdividing of any Lot within ROCKWELL VILLAGE must be approved by the City of Nampa. Nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof, provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC to do so.

5.12 Fences. All fencing located within the boundary lines of the subdivision shall be constructed with the same materials as the fencing around the perimeter and common areas of said subdivision. All fencing will be as follows:

- a. **Boundary Fencing:** All perimeter fencing shall be 6ft vinyl privacy and have white posts and rails with Almond infill. The front of the subdivision will have lattice across the top of the fence. The only exception is along the rear boundary where a 6' tall chain link fence is located along the irrigation right of way.
- b. **Common Area Fencing:** All common area lots and entrance area will have 3 – 6ft tall Drake style wrought iron fencing around the perimeter.
- c. **Interior Lot Fencing:** All fencing along lot perimeters within the boundary of the subdivision will be of same material as used around the exterior boundary and common areas.

5.13 Irrigation Water. The property is located within the Nampa Meridian Irrigation District and all lots are subject to assessment by the district or other governmental entity. No individual domestic or irrigation system may be permitted on any lot except an irrigation system designed and built with the approval of the irrigation district.

Water from the pressurized irrigation system is not potable and not to be used for human consumption. Drinking the water may cause sickness, death or permanent disability.

No cross-connection between the irrigation supply and the domestic water may be made at any time. Provided however the grantor or homeowners association may install an approved connection device in the irrigation system which services the common areas.

5.14 Sewage Disposal. Public sewers serve ROCKWELL VILLAGE. Each Lot shall be connected to this public system on or before occupancy of the residential dwellings constructed thereon.

5.15 Maintenance. The following provisions shall govern the maintenance of Lots and all improvements thereon:

(a) The Owner of a Lot shall maintain all improvements located thereon in good and sufficient repair, and shall keep the improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, and otherwise maintain the same in a neat and aesthetically pleasing condition. Pending the construction of improvements, each Owner shall keep the Lot in a neat condition, and shall not permit an unreasonable accumulation of rubbish and debris, and shall keep all weeds and other vegetative growth cut.

(b) In the event that all or any portion of the improvements on a Lot are damaged or destroyed by fire or other casualty, including any damage occurring as a result of the exercise of the power of eminent domain, or any transfer-in-lieu thereof, the Owner shall reconstruct or cause to reconstruct Lot improvements to an architectural whole in accordance with the requirements of this Declaration.

(c) A building which is vacant for any reason shall be kept locked and all windows glazed in order to prevent or discourage entrance by vandals and both front and side yards maintained.

(d) All structures, facilities, equipment, objects and conditions, as determined by the ACC in its sole discretion, reasonably exercised, to be offensive, or which creates a visual blight within ROCKWELL VILLAGE, shall be removed or enclosed within an ACC-approved structure, or appropriately screened from public view.

5.16 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within ROCKWELL VILLAGE, and no odor shall be permitted to arise therefrom so as to render any Lot unsanitary, unsightly, offensive or detrimental to any other Lot therein or in the vicinity thereof, or to its occupants. No noise or other nuisance shall be permitted to exist, operate upon or originate from any Lot so as to be offensive or detrimental to any other Lot within ROCKWELL VILLAGE, or in the vicinity thereof, or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot within ROCKWELL VILLAGE, except for external speakers in outside living areas, i.e. patios or

gazebos. The Construction of Homes and Subdivision improvements shall not be considered a nuisance under this paragraph.

5.17 Boats, Campers, and Other Vehicles. Any trailer, mobile home, truck larger than a standard pickup, motor home, boat, tractor, vehicle (other than automobiles), camper and garden or maintenance equipment, when not in actual use, shall be kept at all times in an enclosed structure, or screened from public view, and at no time shall any said vehicle or equipment be parked or stored on a public or private right-of-way within ROCKWELL VILLAGE.

5.18 Exterior Energy Devices/Antennae. No energy production device including, but not limited to, generators of any kind and solar energy devices, or exterior antenna or satellite dishes for the reception of radio, television or other signals, shall be constructed or maintained on any Lot without proper written approval of the ACC, except for heat pumps, air-conditioning units and similar equipment shown on the plans approved by the ACC.

5.19 Minimum Areas. No building intended for use as a single-family residence shall be erected, altered, placed or permitted to remain on any residential Lot, if the dimensions or specifications of said residential building do not meet the following minimum requirements:

(a) **Minimum Living Area Requirements.** The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basements, porches, patios and garage. Minimum living square footage shall be 1600 sq ft.

(b) **Minimum Garage Area Requirements.** Garages shall be fully enclosed, shall provide for a minimum of two (2) automobiles, and shall aggregate to a total of no fewer than 440 square feet in area.

5.20 Construction Standards. The following standards and requirements shall apply to the construction and/or installation of any improvements on a residential Lot within ROCKWELL VILLAGE:

(a) **Commencement of Construction:** Except for Lots owned by the Grantor or assigns, all Lot improvements shall be constructed as soon after closing of said Lot purchase as is practicable; provided however, that completion of housing improvements upon said Lot shall be no more than six (6) months after the date of closing thereon, as evidence by a certificate of occupancy issued by the City of Nampa.

(b) Excavation: Any excavation shall be performed in a workmanlike manner and the Lot kept free from debris. Each Owner shall be responsible for the repair of any damage which may occur during the construction period to any road, curb and gutter, sidewalk, mailbox and/or standard, street tree, signage, utility facility or other on-site or off-site improvement, where such damage is caused by the Owner or contractors employed by the Owner. Unless an Owner otherwise notifies the ACC in writing prior to the Owner's commencing of construction on a Lot, all existing on-site improvements shall be conclusively deemed to be in good working order and condition, and any damages occurring thereto during construction shall be the responsibility of the Owner. All such repairs required hereunder shall be made immediately following the occurrence of the damage.

(c) Utilities: The connection to all utility facilities shall be underground and shall be inspected and approved by both the appropriate governmental entity having jurisdiction thereof and by the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location and concealed behind fences or landscaping wherever possible.

(d) Landscaping: As a general guideline for the landscaping of each Lot, and as shall be shown on the landscape plan to be submitted to the ACC under Section 6.07 (c), below, the front yard area of each Lot shall be serviced by an automatic underground sprinkler system and landscaped with sod, trees, shrubs, and ground cover, or utilized as entryways. Minimum front yard landscaping must be completely installed within thirty (30) days from the time the Building is finished, weather permitting. It shall be the responsibility of the Owner to complete the minimum required front landscaping, or to cause it to be completed by the Owner's builder, if applicable. Once installed, front yard landscaping must be continuously maintained and watered, subject to seasonal limitations.

(e) Driveways: All driveways must be of concrete construction from the back of curb to at least a length of 20 feet from the front property Lot line. Asphalt or gravel driveways shall be prohibited. Any driveways or parking areas in addition to the primary driveway must be approved in writing by the ACC.

(f) Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- (1) All debris shall be removed from the Lot prior to the beginning of each weekend;

(2) No materials shall be placed upon, stored or allowed to scatter onto any other Lot in ROCKWELL VILLAGE;

(1) Vehicles belonging to workers or used in the construction of improvements shall not be parked in front of occupied residential dwellings, or interfere with traffic on public streets;

(2) Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof.

(g) Time of Work: Any work or other activity in connection with the construction or installation of the improvements on a Lot shall be conducted on such days and at such times during the day as shall not constitute or result in an unreasonable nuisance or annoyance to neighboring Lots. Times shall be no earlier than 6 AM and no later than 10 PM unless approved in writing by the ACC.

(h) Roofs: The roof of each building on a residential Lot shall be covered with at least 30 year composition shingles or tile and shall be approved by the ACC under Article VI, below.

(i) Qualified Contractor: The construction of each Building on a Lot shall be performed by a qualified, registered general contractor actively associated with the local Building Contractors Association. The contractor shall be reasonably experienced in the construction of residential dwelling units and related improvements. No Owner of a Lot shall construct a Building on a Lot unless such Owner is a qualified general contractor approved by the ACC and possessing the experience required above.

5.21 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect of the Common Area; to complete excavation, grading and construction of the portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional improvements; to erect, construct, and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot, Grantor shall have the right to grant, establish and/or reserve on that Building Lot additional licenses, reservations and right0-of way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

ARTICLE 6: ARCHITECTURAL CONTROL COMMITTEE

6.1 Members of the Committee. The Architectural Control Committee (ACC) shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he or she has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

6.2 Appointment and Removal. The members of the ACC shall be:

John Cotner
Betty J. Holton
Wendy Rhodes

As long as the Grantor owns any property within ROCKWELL VILLAGE, the Developer shall be empowered to appoint all members of the ACC. When the Grantor owns none of the Property in ROCKWELL VILLAGE, the Owners by majority vote shall elect the members of the ACC. Upon that event, the ACC members may also serve as officers of their Association. The ACC shall have the right, by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

6.3 Non-Liability. Neither the ACC, nor any member thereof, nor the Grantor shall be liable to any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees by submission of such application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein not to bring any action or suit against the ACC or any member thereof, or the Grantor to recover such damage.

6.4 Approval Required. No construction, alteration, modification, removal or destruction of any improvements of any nature whatsoever which materially alters the exterior appearance of the improvements on a Lot, shall be initiated or be permitted to continue or exist within ROCKWELL VILLAGE, without prior express written approval of the ACC.

6.5 Basis of Approval. Approval by the ACC shall be based, among other things, on: the adequacy of the Lot dimensions; the conformity and use of external design with neighboring improvements; the effect of location and use of improvements on neighboring Lots; the relationship of the improvements to topography, grade, finished ground elevation, drainage and landscaping of the Lot to that of neighboring Lots; the proper facing of the main elevation with respect to nearby streets; and the relation of floor elevations to flood elevations as defined by government entities.

6.6 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstruction, aesthetics or environmental consideration or hardship may so require. Such a variance must be evidenced in writing, and signed by at least two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted.

6.7 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any improvements within ROCKWELL VILLAGE, the Owner shall submit a written application in a form required by the ACC, which must be signed by the Owner, and must contain all information requested, and be accompanied by other material hereafter provided. The ACC shall have the right to require an Owner to pay a fee, not to exceed \$250.00 as amended from time to time, to reimburse the ACC for any actual out-of-pocket expenses incurred by the ACC with respect to the review of an application, plans and specifications and/or its decision thereon. Normal applications for plan approvals are on a no-charge basis. All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards:

a) **Site Plan:** A site plan showing the location of the building(s) and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks, and other pertinent information relating to the improvements.

b) **Building Plan:** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall be indicated by sample, if required by the ACC, for all exterior colors, materials and finishes, including roofing material to be used.

c) **Landscape Plan:** A landscape plan for portions of the Lot to be landscaped, which shall show location, type and size of trees, plants, sod, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system layout, fences, freestanding exterior lights, driveways, parking areas and walkways.

d) **Contractor:** Such information concerning the qualifications of the general contractor selected by the Owner to construct the building and related improvements on the Lot, as shall be reasonably requested by the ACC to permit an informed determination whether the contractor is qualified and possesses the experience required by Section 5.20 above.

6.8 Decision. Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within ten (10) days after receipt of a property submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or a denial. A conditional approval shall set forth with particularity the conditions upon which the application is approved and a denial shall state with particularity the reasons for such denial.

6.9 Rockwell Village Homeowners Association. As acting member of the homeowner's association for ROCKWELL VILLAGE, the Developer shall have such other rights and responsibilities necessary, required or convenient to carry out and enforce the provisions of their declaration, including the right to bring suit in its name or the name of one or all of its members. The HOA will be responsible for the maintenance of the common area landscape areas using the HOA funds collected from the lot purchasers. The HOA shall also have the right to purchase, with funds provided from assessments levied under Article VII, below, and to keep in force a public liability insurance policy in an amount deemed reasonable by the HOA, insuring the Owners and the HOA from liability for bodily injury and/or property damage occurring on common area, provided that the failure of the HOA to purchase and/or keep in force such insurance shall not be grounds for the imposition of liability upon the members of the HOA.

ARTICLE 7: ASSESSMENTS

7.1 Lots Subject to Assessment. The Lots which are subject to assessment under the Article are the residential Lots.

7.2 Covenant to Pay Assessments. Each Owner, by acceptance of a deed to a Lot, covenants and agrees to pay when due, the assessments provided for in this Article.

7.3 Assessment Lien. All assessments levied and assessed hereunder, together with interest, costs and reasonable attorney fees, which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon each applicable Lot within ROCKWELL VILLAGE, and shall also be the personal obligation of the Owner of such Lot at the date the assessment becomes due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The assessment lien created hereunder may be enforced in the same manner as provided in the statutes of the State of Idaho for the enforcement of liens and mortgages. The lien herein created shall at all times be junior and subordinate to the lien of the first Mortgage or Deed of Trust encumbering the Lot.

7.4 Annual Assessments. Commencing in the calendar year in which the closing of any sale of a residential Lot to an Owner occurs, each Lot (as specified in Section 7.01, above) within ROCKWELL VILLAGE shall be assessed the amount of Two Hundred and no/100s Dollars (**\$200.00 US**) as the initial set-up fee, and Two Hundred Fifty and no/100s Dollars (**\$250.00 US**) per year, annually, as Owner Association dues, provided however, that any Lot owned by the Grantor shall be levied an assessment equal to twenty-five percent (25%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses for which the assessments are to be levied as provided in Section 7.8 below, in excess of the amount assessed to Lots owned by the Grantor, such excess amount so paid shall constitute a prepayment of assessments to become due and payable on the Lots owned by the Grantor within ROCKWELL VILLAGE. Any such assessment credit shall not inure to a subsequent Owner purchasing a Lot from the Grantor unless such person is the successor to substantially all of the interest of the Grantor in ROCKWELL VILLAGE. Each assessment shall be payable by an Owner to the ACC, or to such other party as the ACC shall direct, in advance or in arrears, and in such installments as the ACC shall determine.

7.5 Interest and Costs. Any assessment against a Lot, if not paid when due, shall bear interest at an annual rate as shall be set by the ACC from time-to-time, or if none is so set, at an annual rate of fifteen percent (15%). Such interest shall commence on the date the assessment becomes due and payable. In addition to the interest charge, if an assessment is collected by the ACC with the assistance of an attorney or collection agency, whether or not suit or action is filed, the Owner shall pay to the ACC reasonable attorney fees or collection charges incurred by the ACC, and such fees or charges may be awarded in a judgment against the Owner.

7.6 Purpose of Assessments. The Owners Association shall use all funds from the assessments paid by the Owners for the purpose of:

(a) Maintaining, repairing, replacing and otherwise in all respects caring for the landscaping and related improvements, including, but not limited to: Common Area fencing, signage and lighting, all trees located within the parkway strip throughout the subdivision and the sprinkler system(s) located within the landscaping easements as shown on the Plat(s) for the ROCKWELL VILLAGE.

(b) Maintaining, repairing, replacing, insuring and otherwise in all respects operating and caring for the common landscaped areas, including the payments of taxes, assessments and other costs with respect thereto. The Owners Association shall have the obligation to maintain, repair, replace and otherwise in all respects care for said landscaping and sprinkler systems.

7.7 Adjustment of Assessments. The Owners Association shall have the right to increase or decrease the amount of the annual assessment levied against the Lots within ROCKWELL VILLAGE, based on the actual and anticipated expenses of the Owners Association performing its obligations described in Section 7.6, above, including reasonable reserves for repairs and replacements.

7.8 Limited Assessments. The Owners Association shall have the right and the authority to incur costs and expenses for the maintenance and repair of any Lot, including the improvements on a Lot. If such maintenance, repair, cleaning, and/or upkeep is deemed necessary in the sole discretion of the Owners Association to bring such Owner and/or Lot into compliance with the requirements of this Declaration, and if the Owner of said Lot has refused to perform the same within a reasonable time after written notice of the necessity thereof has been delivered by the Owners Association to said Owner, the Owners Association shall have the right to perform or cause performance of the same and to levy a limited assessment against the lot owned by such Owner, for the amount of the costs and expenses incurred by the Owners Association in connection therewith, including attorney fees. The right of the Owners Association to incur costs and expenses with respect to a Lot, and to secure repayment thereof by the levying of a limited assessment, shall also relate to the correction of a violation of this Declaration which an Owner fails or refuses to correct within a reasonable time after written notice delivered to such Owner by the Owner's Association.

7.9 Non-Exclusive Remedy. The right of the Owner's Association to levy a limited assessment as described in Section 7.8, above, shall not be deemed the exclusive remedy of the Owners Association, and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of the limited assessment, collect the amount due directly from the Owner responsible therefore, and/or pursue any other remedy available at law or equity. Nothing in this Declaration shall prohibit or limit

the Owners Association or an Owner from pursuing any legal or equitable remedy for a violation of this Declaration.

ARTICLE 8: MISCELLANEOUS

8.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land and remain in effect, until December 31, 2026 unless amended as provided. After December 31, 2026, these CC&R's shall automatically extend for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners holding at least fifty one percent (51%) of the Lots in ROCKWELL VILLAGE, and such written instrument is duly recorded with the Canyon County Recorder.

8.2 Amendment. This Declaration may be amended as follows:

8.2.1 Amendment By Grantor. Until the recording of the first deed to a Building lot to a party other than a Grantor or Declarant as defined herein, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by a then owning Grantor alone by recording a written instrument setting forth such amendment or termination.

8.2.2 Amendment By Owners. Except where a greater percentage is required herein, the provisions of this Declaration, other than this Section may be amended by an instrument in writing, signed and acknowledged by the Owners, including the Grantor, owning at least fifty-one percent (51%) of the residential Lots within ROCKWELL VILLAGE, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Section 8.02 shall require the vote or written consent of all Owners, including the Grantor.

8.3 Non-Waiver. The failure of the Grantor or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements, or other provisions of this Declaration, or to exercise any right or option contained herein, or to serve any notice, or to institute any action shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

8.4 Enforcement-Costs. This Declaration may be enforced by the ACC or by any Owner (including the Grantor) of a Lot. If suit or other action is filed to interpret or enforce this Declaration, or any provision thereof, the prevailing party shall be awarded

reasonable attorney fees, in addition to the costs and disbursements allowed by law, including the same with respect to an appeal.

8.5 Acceptance. Each Owner of a Lot, each purchase of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement, or option, accepts the same subject to all covenants, conditions, restrictions, easements and other provisions set forth in this Declaration, and agrees to be bound by the same.

8.6 Severability. Each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

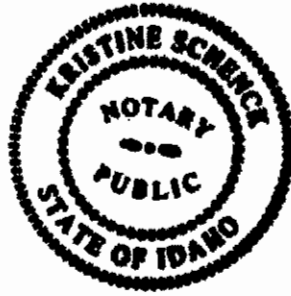
8.7 Interpretation. The provisions of this Declaration shall be liberally construed to affect the purposes hereof and shall be construed and governed in accordance with the laws of the State of Idaho. The singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the feminine, masculine and neuter. All captions and titles are intended solely for convenience of reference, and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS HEREOF the Grantor has executed this Declaration as of the day and year first written above.

Grantor:

A handwritten signature in black ink, appearing to read "M. Cotner", is written over a horizontal line. The signature is cursive and somewhat stylized.

Cotner Development Company, LLC
John M. Cotner, Managing Member



State of Idaho)
) SS:
County of Canyon)

On this 6th day of February, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN COTNER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Kristine Schenck

Notary Public for Idaho,

Residing at Meridian, Idaho

My Commission Expires: 12/18/2012

