



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 04, 2019

QUENTIN KNIPE
CATHERINE KNIPE
1174 E LEWIS ST
BOISE ID 83712-8317

RE: Change in Ownership Water Right No(s): 63-26136

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on November 15, 2018 for the above referenced water rights.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. The Department does not split domestic water rights and water right 63-26136 is for one (1) home located at 1120 Lewis St, Boise, Idaho. (Lot 1 Knipe Subdivision).

A refund of \$100 has been requested and will be mailed to Quentin Knipe & Catherine Knipe under separate cover from the Idaho State Controller's Office.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

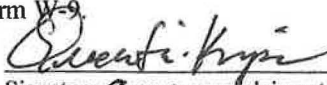
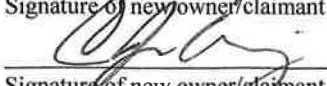
NOV 15 2018

Notice of Change in Water Right Ownership

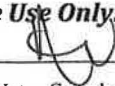
DEPARTMENT OF
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-26136	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Diane A Knipe and William B. Knipe, Jr
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Quentin Knipe and Catherine Knipe, husband and wife
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 1174 E. Lewis Street Boise ID 83712
Mailing address City State ZIP
- 208.387.4263 qknipe@msn.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 16, 2008
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature:  Title, if applicable _____ Date 11/14/10
Signature of new owner/claimant
- Signature:  Title, if applicable _____ Date 11/14/10
Signature of new owner/claimant

For IDWR Office Use Only:

Received by  Date 11.15.10 Receipt No. C105331 Receipt Amt. 100
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

To whom it may concern:

My father, William B. Knipe, Jr., died in 1996. On or before then, my mother, Diane Knipe obtained sole ownership of the place of use, then known as 1120 Lewis Lane.

In 2008, Diane Knipe subdivided the place of use into two lots pursuant to the Plat of Knipe Subdivision, a copy of which is enclosed. Diane Knipe then deeded to Lot 2 (1174 E. Lewis Street) to my wife and me. Diane Knipe retained Lot 1 (1120 E. Lewis Street).

At the time of the subdivision, Diane Knipe also recorded a Declaration of CC&R's to govern the subdivision. A copy of the CC&R's is also enclosed. Section 4.18 of the Declaration says: "Irrigation water rights exist for this subdivision and, to the extent permitted by law, they shall be owned in common and used in common by all Owners, in conjunction with any common pressurized irrigation system." (Emphasis added.)

Lots 1 and 2 share the irrigation well, which is located on Lot 1.

I am not sure if I need to split the water right or just change the ownership so it is owned in common by Diane Knipe, on the one hand, and Quentin and Catherine Knipe, on the other, as the Declaration of CC&R's seems to contemplate. I am guessing that decision may turn on whether common ownership is "permitted by law".

If you have any questions, please do not hesitate to call 208.387.4263 or write gknipe@msn.com.

Sincerely,



Quentin Knipe



108057473

AT-5000841635 SA

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Diane Knipe, who also appears of record as Diane A. Knipe, an unmarried woman, Grantor, does hereby convey to Quentin Knipe and Catherine Knipe, husband and wife, Grantees, whose address is 5293 E. Branchwood Drive, Boise, ID 83712, the following described property situated in Ada County, Idaho:

Parcel A:

Lot 2 in Block 1 of Knipe Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 13079 through 13081, Official Records of Ada County, Idaho.

Parcel B:

An easement for ingress and egress as delineated on the face of the plat of Knipe Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 13079 through 13081, Official Records of Ada County, Idaho.

TOGETHER WITH all and singular the tenements, hereditament, and appurtenances thereunto belonging, or otherwise appertaining, including water rights, and all estate, right, title and interest in and to the said property.

SUBJECT TO: Taxes and assessments for the current year and future years, matters shown on the plat of said subdivision, and the Declaration of Covenants, Conditions and Restrictions for Knipe Subdivision recorded as Instrument No. 108045376, Official Records of Ada County, Idaho.

And Grantor does warrant the title against all persons whomsoever claiming by, through or under Grantor, but not otherwise, subject to the matters above set forth.

16th IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this day of May, 2008.

GRANTOR:

Diane Knipe

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Diane Knipe**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she 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 above written.



Brandi A. McMahon
Notary Public for Idaho
Residing at Placiditas
My commission expires: 9/4/13



108035204

PLAT RECORDING SHEET

INSTRUMENT NO. 108035204

BOOK 100

PAGE 13079

thru 13081

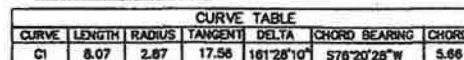
SURVEYOR Ronald M Hodge

SUBDIVISION NAME Knife Sub

OWNERS Diane Knife

AT THE REQUEST OF JUB Engineers

COMMENTS SE 1/4 Sec 11 T3N R2E



SHEET 2 OF 3

8: VMD/ET/THAMACERS/Box 110-08-070 - KRM/110-08-070-041/08110-08-070 JP BAIL GRANT 3/13/2004

PLAT SHOWING
KNIPE SUBDIVISION

A PORTION OF THE SE 1/4, SECTION 11
TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN
BOISE, ADA COUNTY IDAHO

PLAT BOOK 100 PAGE 13051

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1328, Idaho Code, by the issuance of a certificate of disapproval.

By: [Signature]
Central District Health Department

Date: 10-17-07



APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for Boise City, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 11 day of September 2007, this plat was duly accepted and approved.



[Signature]
City Clerk, Boise, Idaho

ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 19th day of December, 2007.



ADA COUNTY HIGHWAY DISTRICT

[Signature]
Chairman

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor for Ada County, Idaho, hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and vacations, surveys and the Corner Perpetuation and Filing Act.



By: [Signature] PLS 5359

Date: 3-19-2008

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for Boise City, Ada County, Idaho, hereby approve this plat.

By: _____

Date: _____

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent property taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.



[Signature]
County Treasurer

[Signature]
Deputy

Date: 3/26/08

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 106035204

STATE OF IDAHO)
County of Ada) SS

I hereby certify that this instrument was filed at the request of JUB Partners at 04 minutes past 5 o'clock P. m., this 27 day of March, 2008, in my office and was duly recorded in Book 100 of Plats at pages 13051 through 13051.

[Signature]
Deputy

[Signature]
Ex-Officio Recorder

Fee: 416.00



J-U-B ENGINEERS, INC.
Engineers Surveyors Planners

Boise, Idaho 10-06-07D_PP

LAST UPDATED: 10/6/2007

SHEET 3 OF 3

PLAT BOOK 100 PAGE 13051



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KNIPE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KNIPE SUBDIVISION is made effective as of the 17th day of April, 2008, by **Diane Knipe**, an unmarried woman (hereinafter "Grantor" or "Declarant") whose address is 1120 Lewis Street, Boise, Idaho 83712.

ARTICLE 1 RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Knipe Subdivision (hereinafter referred to as this "Declaration" or these "CC&Rs") is that property in Ada County, State of Idaho, legally described on Exhibit A attached hereto.

1.2 Purpose of Declaration. The subdivision is a residential development, which Grantor intends to develop in accordance with governmental approvals. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2 DECLARATION

2.1 Grantor Declaration. Grantor declares that all the Property shall be held, sold, transferred, encumbered, leased, used, occupied, and improved subject to these CC&Rs. Each Owner accepting a deed to any of the Property agrees that these CC&Rs are for the protection, maintenance, improvement and enhancement of the Property.

2.2 Runs with the Land. These CC&Rs shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the Property and bind all successors.

2.3 Enforcement. These CC&Rs may be enforced by Grantor, the Maintenance Director or any Owner.

ARTICLE 3 DEFINITIONS

3.1 "Assessments" shall mean those payments required of Owners under these CC&Rs and include but are not limited to all late charges, attorneys' fees, interest, and other charges as may be set out in these CC&Rs.

3.2 "Common Area" shall mean the "Common Driveway" designated on the Plat and any common irrigation facilities located in the Property and serving more than one Lot. The Maintenance Director shall manage, maintain and operate the Common Area.

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

3.4 **"Improvement"** shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

3.5 **"Limited Assessment"** shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Maintenance Director for corrective action performed pursuant to the provisions of this Declaration.

3.6 **"Lot"** shall mean a lot as specified or shown on the Plat upon which improvements may be constructed.

3.7 **"Maintenance Director"** shall mean the person required to maintain the Common Area pursuant to this Declaration.

3.8 **"Owner"** shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation.

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

3.10 **"Plat"** shall mean the official subdivision plat covering the Property as recorded at the office of the Ada County Recorder.

3.11 **"Property"** shall mean all property described herein including each Lot or portion thereof, and including all water rights associated with or appurtenant to such property.

3.12 **"Regular Assessment"** shall mean the portion of the costs of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs incurred by the Maintenance Director, which portion is billed to the Owners on a regular basis.

3.13 **"Special Assessment"** shall mean the portion of the costs of any capital improvements or replacements, equipment purchases and replacements and other items of expense not covered by Regular Assessments.

ARTICLE 4 GENERAL AND SPECIFIC RESTRICTIONS

4.1 **Prior Plan Approval.** No Improvement shall be placed or permitted to remain upon any part of the Property unless the detailed plans and specifications for same are approved by all of the Owners. Approval by the Owners shall not be unreasonably withheld if the plans and specifications comply with these CC&Rs, government

ordinances, and are generally in harmony with the existing structures located in the Property.

4.2 Government Rules. In the event any of these CC&Rs are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rules, regulation or ordinance shall apply.

4.3 Use. Each Lot shall be used exclusively for not more than one (1) single-family residence. The foregoing shall not be construed to prohibit the use of a portion of any such residence as a home office, if otherwise allowed by law.

4.4 Setbacks. All setbacks shall comply with the pertinent local governmental ordinances.

4.5 Driveways. All Lots shall have a paved driveway and a minimum of two paved car parking spaces within the boundaries of each Lot.

4.6 Colors. Approval of exterior colors must be obtained from all of the Owners, and any future changes to colors or exterior must be approved by all of the Owners.

4.7 Fences. If a fence is desired, plans for it shall be approved by all of the Owners prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained.

4.8 No Further Subdivision. No Lot may be further split or subdivided without the prior written approval of all of the Owners.

4.9 Nuisances. No rubbish or debris shall be placed on or allowed to accumulate anywhere on the Property, including Common Areas or vacant Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Property which unreasonably interferes with the peace and quiet of other Owner or occupants.

4.10 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees and fencing, and all landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement or landscaping to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Maintenance Director, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's Lot to correct such condition. Owner shall be obligated to reimburse the Maintenance Director for all of the costs of the corrective action as set out in Article 7 and 8 below.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other Owner's Lot. Trash is to be kept in containers and areas approved by all of the Owners. Clothing or fabrics are not to be hung or aired

in such a way as to be visible to any other Owner's Lot. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or screened from view.

4.12 No Temporary Structures. No house trailer, mobile home, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted during the time of construction.

4.13 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless enclosed by a concealing structure approved by all of the Owners.

4.14 Removal of Vehicles; Warning; Costs. The Maintenance Director may remove any vehicles or equipment in violation of the previous section at any time after giving the owner thirty (30) days written notice of its intent to do so. For any such vehicles or equipment removed, the Owner shall reimburse the Maintenance Director, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Article 8 below.)

4.15 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside any Lot fence must be leashed. Any kennel or dog run must be screened, placed inside any Lot fences, and approved by all of the Owners.

4.16 Signs. No sign shall be displayed to public view without the approval of all of the Owners except: (i) one sign of less than four (4) square feet displayed by an Owner on that Owner's Lot advertising the home thereon for sale or lease; and (ii) signs required by the governing authorities.

4.17 Central Pressurized Irrigation System. If a common pressurized irrigation system is constructed in this subdivision, all portions of it serving more than one Lot shall be maintained by the Maintenance Director as part of the Common Area. Each Owner shall be responsible for maintaining the portions of any such system that benefit only that Owner.

4.18 Water; Water Rights. Irrigation water rights exist for this subdivision and, to the extent permitted by law, they shall be owned in common and used in common by all Owners, in conjunction with any common pressurized irrigation system.

4.19 Laws; Ordinances. These CC&Rs are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&Rs unlawful, then in

such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.20 Common Driveway; Reciprocal Easement; Maintenance of Common Driveway. In this subdivision the Lots share a common driveway (referred to herein as the "Common Driveway"). This Common Driveway is identified and described on the final recorded plat of the subdivision.

4.20.1 Reciprocal Easements. Each Owner and their occupants, tenants, guests and invitees shall have an easement over and across the Common Driveway. This shall be a reciprocal easement benefiting and burdening each of the Lots and shall be for the purposes of ingress and egress over and across the Common Driveway. No parking of any kind shall be allowed in the common driveway. This area is for ingress and egress only.

4.20.2 Maintenance of Common Driveway. Except as otherwise provided herein, the maintenance and repair of the Common Driveway and the costs thereof shall be shared as a Common Area expense.

4.20.3 Perpetual. The provisions contained in this paragraph 4.20 shall be perpetual and shall run with each affected Lot.

ARTICLE 5 MAINTENANCE DIRECTOR

5.1 Generally. The Owner of Lot 2 shall be the initial Maintenance Director. All of the Owners may appoint or remove the Maintenance Director upon written notice to the other Owners. The Maintenance Director shall have the right, upon giving prior written notice to all Owners, to resign as Maintenance Director, in which event all of the Owners shall appoint another Maintenance Director. In the absence of a Maintenance Director, each Owner shall have the rights and duties of the Maintenance Director with respect to any portion of the Common Area located on such Owner's Lot. The Maintenance Director shall maintain the Common Area at all times in good and clean condition and repair and shall acquire and pay for water, utilities, maintenance, and other costs of operating the common pressurized irrigation system. The Maintenance Director shall contract for and pay for all maintenance and repairs required herein. The Owners of all of the Lots shall reimburse the Maintenance Director for a share of all out-of-pocket expenses incurred by the Maintenance Director in performing the duties set forth herein. The Maintenance Director shall perform its duties on a nonprofit basis with the objective of keeping such expenses at a reasonable minimum. Each owner shall be billed not more often than monthly for its share of all expenses incurred by the Maintenance Director in maintaining and repairing the Common Area. All billing statements shall include complete copies of all invoices, statements and documents supporting the expenses being billed. Shared Common Area expenses shall be allocated one-half (½) to each Lot.

5.2 Powers. The Maintenance Director's powers include, but are not limited to, the following:

5.2.1 **Assessments.** The power to levy Assessments on any Owner as set out herein and to force payment as provided in this Declaration.

5.2.2 **Enforcement.** The power and authority in its own name, or on behalf of any Owner who consents, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to file and maintain any action to enforce the terms thereof.

5.2.3 **Emergency Powers.** The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or any property when necessary to protect or maintain Improvements for which the Maintenance Director is responsible. The Maintenance Director may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practicable.

5.2.4 **No Liability.** The Maintenance Director shall not be personally liable to any Owner, or any other party, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the Maintenance Director has acted in good faith and without gross, willful or intentional misconduct.

ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area.** Every Owner shall have the equal right to enjoy the use of those Common Areas. The Maintenance Director may make reasonable rules governing use of the Common Areas and facilities and the Owners shall abide by same. The Maintenance Director shall have the power to suspend the use of all Common Areas (other than the driveway) to Owners who are in arrears for non-payment of Assessments.

6.2 **Damages.** Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence of willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner's Lot and may be collected as provided herein.

ARTICLE 7 ASSESSMENTS

7.1 **Covenant To Pay Assessments.** By acceptance of a deed to any portion of the Property, each Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Maintenance Director pursuant to this Declaration. Declarant shall not pay any Assessments. No Mortgagee shall be required to collect any assessments.

7.1.1 **Assessment Constitutes Lien.** Such Assessments and charges set out herein, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall constitute a lien upon the Lot against which each such Assessment or charge is made, as further provided in Article 8 below.

7.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of ownership shall also be the personal obligation of the Owner beginning when the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he or she remains an Owner.

7.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the Maintenance Director on a schedule of payments established by all of the Owners.

7.2.1 Regular Assessments. The proceeds from Regular (and other) Assessments are to be used to pay for all costs and expenses incurred by the Maintenance Director, including but not limited to: (i) legal, accounting, management, and professional fees; (ii) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area; and (iii) an amount allocated to an adequate reserve fund, established by all of the Owners, for repairs, replacement, maintenance and improvement of those elements of the Common Area that must be replaced and maintained.

7.2.2 Amounts Paid by Owners. The Maintenance Director can require, in its discretion, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given calendar year shall be computed by dividing the Maintenance Director's total advance estimate of expenses by the total number of Lots in the Property (i.e., each Owner of a Lot shall pay an equal share of Regular Assessments). The initial amount of the regular assessments and any changes thereto shall be approved by all of the Owners.

7.3 Special Assessments. In the event that the Maintenance Director shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Maintenance Director for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, or other professional fees, the Maintenance Director shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment equally to all Owners. The Maintenance Director shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Maintenance Director may levy a Limited Assessment against a Lot and the Owner thereof personally as a remedy to reimburse the Maintenance Director for costs (together with the 10% management fee, interest and attorney's fees as provided in Article 8 below) incurred in bringing such Owner and/or such Owner's Lot into compliance with the provisions of these CC&Rs or to remedy any damage to the Common Area that is the responsibility of such Owner.

7.5 Notice and Assessment Due Date. Written notice of all assessments shall be given to the Owner. Such notice shall set out the amount(s) due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after due. The Maintenance Director may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein.

7.6 Late Fees; Interest on Past Due Assessments. Assessments of any kind which are not paid within ten (10) days of the due date shall be assessed an additional late charge of \$50.00. In addition, interest shall be paid on the unpaid assessment at the rate of one percent (1%) per month from the date the assessment was due until the date of payment.

7.7 Estoppel Certificate. The Maintenance Director, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a certificate in writing stating whether or not, to the knowledge of the Maintenance Director, a particular Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor had no actual knowledge.

ARTICLE 8 ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

8.1 Right to enforce; Attorney's Fees. The Maintenance Director has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Lot, by accepting a deed to a Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Maintenance Director may enforce these covenants or the obligations of the Owner hereunder by: (i) direct corrective action against the Owner or the offending violation; (ii) litigation at law or in equity; (iii) foreclosure of the liens created herein; (iv) expenditure of funds to remedy any violations; and/or (v) any other lawful action.

8.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Maintenance Director shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of one percent (1%) per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorney's fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner and shall create a lien enforceable in the same manner as other assessments set forth in these CC&Rs.

8.1.2 Notice of Corrective Action. Prior to taking corrective action the Maintenance Director shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice, the Owner consents to corrective action by the Maintenance Director and shall pay all the costs of such corrective action as set out in this Declaration.

8.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Maintenance Director may cause to be recorded in the office of the county Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the costs of recording), a sufficient legal description of the Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Maintenance Director of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Maintenance Director shall cause to be recorded a notice releasing the lien. The Maintenance Director may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; foreclosed by power of sale like a deed of trust; foreclosed pursuant to Idaho Code 45-507; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Maintenance Director's attorney's fees and costs of the action if the Maintenance Director prevails. Any sale pursuant to the power of sale shall be conducted in accordance with Idaho law applicable to non-judicial foreclosure of a deed of trust.

8.4 Action at Law. The Maintenance Director may, in its discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Maintenance Director's attorney's fees and costs of the action if the Maintenance Director prevails.

8.5 Required Notice. Any claim of lien shall be recorded with the County Recorder. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot. No prior notice to the Owner is required for the Maintenance Director to file an action at law for the monies due.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of a beneficiary under any deed of trust, or a mortgagee under any mortgage, in each case upon a Lot made in good faith and for value and recorded prior to the recording of such amendment, provided that, after the foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to this Declaration as amended.

ARTICLE 9 EASEMENTS

9.1 Easements. Grantor expressly grants for the benefit of all the Property and Owners the easements created by the Plat.

9.1.1 Improvement of Drainage and Utility Easement Areas. No Improvements shall be constructed on any easement areas created by the Plat, if such Improvements would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easements.

ARTICLE 10 MISCELLANEOUS

10.1 Term. The easements granted in this Declaration shall be perpetual. These CC&Rs shall run with the land, and remain in effect, until December 31, 2035, unless amended as provided herein. After December 31, 2025, these CC&Rs shall be automatically extended for successive period of ten (10) years each, unless amended or terminated by all of the Owners.

10.2 Amendment by Owners. Any amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by all of the Owners. Any amendment shall be effective upon recording with the County Recorder of such amendment. No amendment to any provision of this Declaration that was required pursuant to the conditions of approval of the Plat by the City of Boise shall be deemed effective without the prior written approval of the the City of Boise.

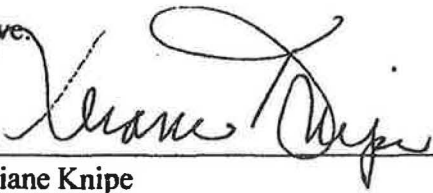
10.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all owners and all Property. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property.

10.4 Notices. Any notices required by these CC&Rs shall be in writing and may be delivered either personally, by Unites States mail, or by overnight courier. Delivery shall be complete when served personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the street address of such Owner's Lot or, if the Owner has given a different address to each of the other Owners and the Maintenance Director in writing, then notices shall be sent to that different address.

10.5 Enforcement and Non-Waiver. These CC&Rs may be enforced by the Maintenance Director or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Maintenance Director or any Owner and none of them shall have any liability of any kind to any person or Owner for failing to enforce any of these CC&Rs.

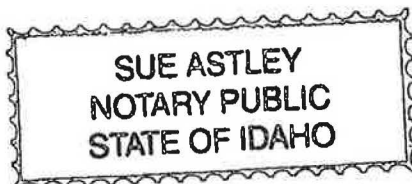
10.6 Successors and Assigns. All references herein to Declarant, the Owners, or the Maintenance Director shall be construed to include all heirs, successors, assigns, partners and authorized agents of such persons.

DATED as of the date first written above.


Diane Knipe

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On April 17, 2008, before me a Notary Public, personally appeared **Diane Knipe**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



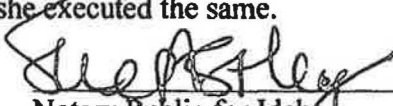

Notary Public for Idaho
Printed Name: Sue Astley
Commission Expires 9-3-09
Residing in Meridian, Idaho

EXHIBIT A

Legal Description

Lots 1 and 2 in Block 1 of the Knipe Subdivision according to the official plat thereof, filed Book 100 of Plats at Pages 13079 through 13081, in the official records of Ada County, Idaho

MEMORANDUM

TO: Sascha Marston
FROM: Jean Hersley
DATE: February 4, 2019
RE: **Refund: ownership change-returned**

Please refund \$100. Ownership request was returned, unprocessed.

NAME: QUENTIN KNIPE
CATHERINE KNIPE
1174 E LEWIS ST
BOISE ID 83712

RECEIPT #: C105881

Thank you.

Jean