Form 42-248/42-1409(6) Rev. 1/15

RECEIVED DEV
SEP 02 2016
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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?
63-31823	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-31823	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-34324	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Donald B. Jensen, Charlotte Jensen
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Trellis Homeowner's Association, Inc.
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

   PO Box 1246 | Meridian | ID | 83680
   Mailing address | City | State | ZIP

   208-846-9189 | mgm@gomgm.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: _____.

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):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.

   SUPPORT DATA IN FILE # 63-31823

   - ☐ 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: Duane D Finke | Vice Pres. | 9/2/16
   Signature of new owner/claimant | Title, if applicable | Date

   Signature: _____ | _____ | _____
   Signature of new owner/claimant | Title, if applicable | Date

For IDWR Office Use Only:

Receipted by AO Date 9-2-16 Receipt No. C102449 Receipt Amt. $25

12-15-16 C102786 $75

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 _____

ADA COUNTY RECORDER J. DAVID NAVARRO 1
BOISE IDAHO 02/25/04 11:06 AM
DEPUTY Bonnie Oberbillig
RECORDED-REQUEST OF
Alliance Title
AMOUNT 3.00

104020883

WARRANTY DEED

Order No.: AT-5000319257DBS

FOR VALUE RECEIVED

Beacon LLC, an Idaho Limited Liability Company,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

The Trellis Homeowner's Association

whose current address is **9601 W. State Street, Ste. 203, Boise, ID 83714**

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lots 2, 3, 12, 19, 26, 36 of Block 1, Lot 1 Block 2, Lot 1 Block 3, Lot 1 Block 4, Lots 1, 2, 3, 9, 14, 19, 26, 28 Block 5, Lot 1 Block 6, Lot 1 Block 7, Lot 1 Block 8, Lot 1 Block 9, Lot 1 Block 10 of The Trellis Subdivision, according to the official plat thereof, filed in Book 87 of Plats at Page(s) 9991 Through 9996, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 14, 2004

Beacon LLC

Mike Kauffman

By: Mike Kauffman, Managing Member

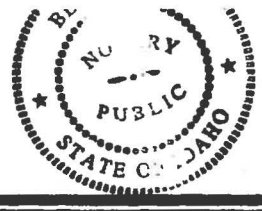
State of Idaho }
}ss.
County of Ada }

On this 14th day of January, in the year 2004, before me, a Notary Public in and for said state, personally appeared Mike Kauffman known or identified to me to be the managing member in the Limited Liability Company known as Beacon LLC who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

PRY

Notary Public for the State of Idaho



Residing at: Nampa, ID
Commission Expires: 04/25/05

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 3.00 1
BOISE IDAHO 10/20/05 11:03 AM
DEPUTY Neava Haney
RECORDED – REQUEST OF
Alliance Title

105157265

ADA COUNTY RECORDING

WARRANTY DEED

FOR VALUE RECEIVED

Beacon LLC, an Idaho limited liability company,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

The Trellis Homeowners Association, Inc., an Idaho Nonprofit Corporation,

whose current address is

3701 N. Highway 16, Eagle, ID 83616

the grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lot 16, in Block 1, The Trellis Subdivision, according to the official plat thereof, filed in Book 87 of Plats at Page(s) 9991 through 9996, Official Records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 3, 2005

Beacon LLC, an Idaho limited liability company

M L Kauffman

BY: M.L. Kauffman, manager

State of Idaho }
}ss.
County of Ada }

On this 4th day of October, in the year 2005, before me, Dennise Davidson, a Notary Public in and for said state, personally appeared M.L. Kauffman known or identified to me to be the Manager in the Limited Liability Company known as Beacon LLC, an Idaho limited liability company who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

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

Dennise Davidson

Notary Public for the State of Idaho
Residing at:
Commission Expires:

DENNISE DAVIDSON NOTARY PUBLIC IDAHO

STATE OF

Commission Expires 4-20-10
Residing in Meridian, Idaho

RECEIVED

SEP 12 2016

DEPARTMENT OF
WATER RESOURCES

QUICKCLAIM DEED

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 VICTORIA BAILEY
TRELLIS HOMEOWNERS

2016-084900
09/09/2016 10:11 AM
AMOUNT:$10.00

00271497201600849000010019

FOR VALUE RECEIVED, Star Sewer and Water District does hereby convey, release, remise and forever quit claim unto The Trellis Homeowners Association, Inc. whose current address is P. O. Box 1246, Meridian, Idaho 83680 the following described Water Right.

Water Right/ Claim **No. 63-31823.** on file with the State of Idaho, Department of Water Resources. LOT 16, BLK. 1, OF THE TRELLIS SUBDIVISION.

TO HAVE AND TO HOLD the said water right, unto the said grantees, heirs and assigns forever.

Date: 9 6 16

By: _____
Star Sewer and Water District

State of Idaho

County of Ada

On this 8th day of September, in the year 2016, before me Terra Estrada, personally appeared Floyd H. Day,

Proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he (she) executed the same.

_____
Notary Public

My Commission Expires on 03-27-18

TERRA A ESTRADA NOTARY PUBLIC STATE OF IDAHO

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 LISA BATT
STAR SEWER & WATER DISTRICT
2016-024433
03/25/2016 08:24 AM
NO FEE
00206829201600244330010019

WARRANTY DEED

FOR VALUE RECEIVED, **The Trellis Homeowners Association, Inc.**, the Grantor do hereby grant, bargain sell and convey unto **Star Sewer and Water District**, the Grantee, whose current address is 100 Star Road, Star, Idaho 83669 the following described property in Ada County, Idaho, TO WIT:

Lot 16 Block 1 and Lot 2 Block 5 of The Trellis Subdivision, according to the official Plat thereof filed in Book 87 of Plats at Pages 9991 thru 9996 in the Ada County Recorder's office, Boise, Idaho.

Together with all water rights filed with the State of Idaho, Department of Water Resources, Water Right/ Claim No. 63-31511 and 63-31823.

TO HAVE AND TO HOLD the said property, with their appurtenances unto the said Grantee, heirs and assigns forever. And said Grantor does hereby covenant to and with the said Grantee that they are the owners in fee simple of said property; that they are free from all encumbrances EXCEPT; Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 9, 2016

The Trellis Homeowners Association, Inc.

By: _____
John W. Moody, President

On this 9th day of March, in the year 2016, before me Terra Estrada, personally appeared John W. Moody, President of The Trellis Homeowners Association, Inc., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

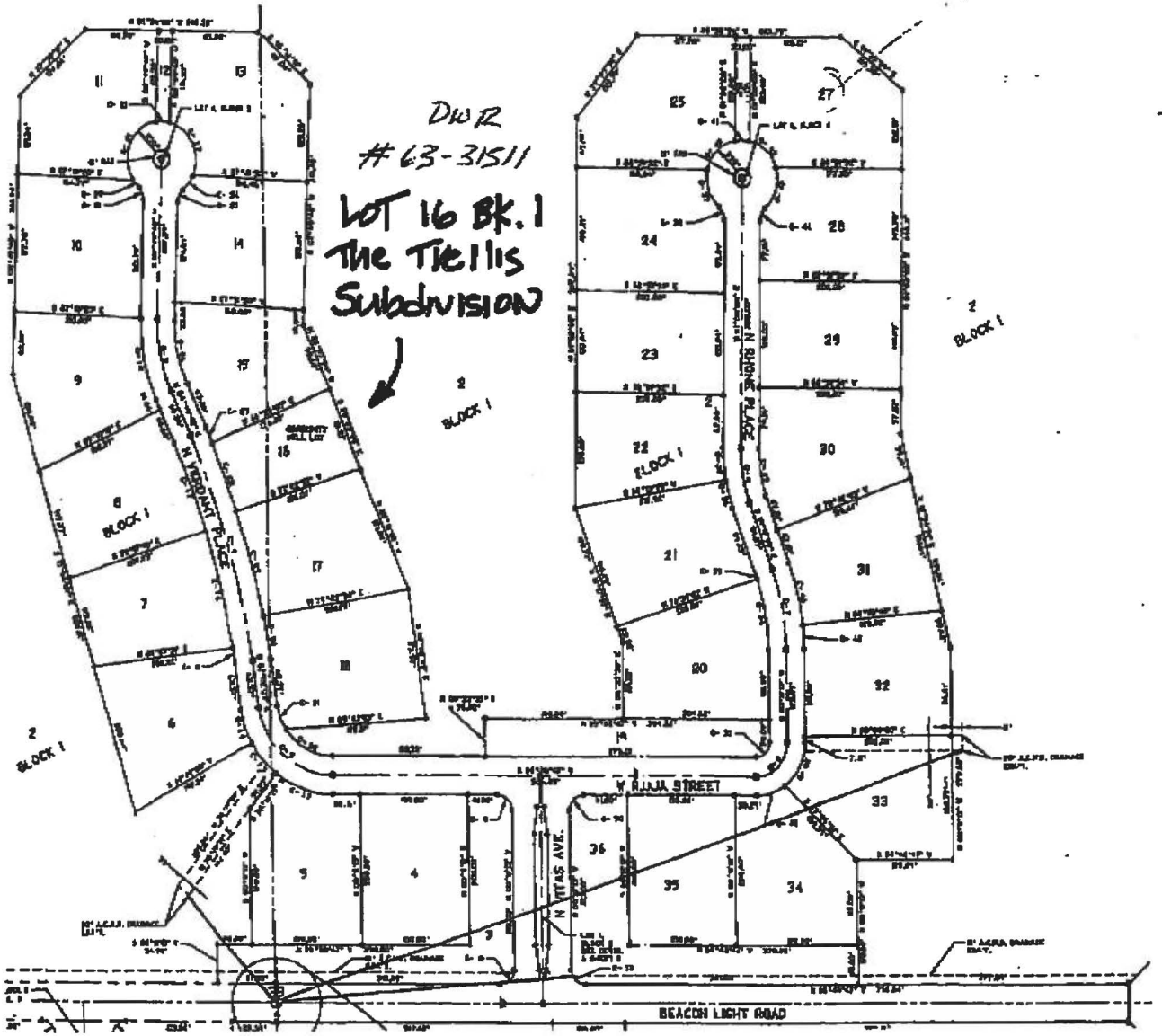
TERRA A ESTRADA NOTARY PUBLIC STATE OF IDAHO

Terra Estrada
Notary Public
My Commission Expires on 03-27-16

MARY @ STAR IDAHO. CKG.

PLAT OF
THE TRELLIS SUBDIVISION
A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003

100 50 0 100 200 300
SCALE IN FEET
1" = 100'



N.

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT OVER THE 10' FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC OR PRIVATE USE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

4. SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.

5. A TWELVE (12) FOOT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED EITHER SIDE (6) SIX FEET ON BOTH SIDES OF EACH COMMON INTERIOR LOT LINE, EXCEPT IN THE GOLF COURSE EASEMENT, NO PUBLIC UTILITIES SHALL BE ALLOWED IN THE GOLF COURSE EASEMENT.

6. LOT 2, BLOCK 1 & LOT 1, BLOCK 2 ARE DEED RESTRICTED LOTS AND ART ONLY BE USED FOR AGRICULTURAL AS DEFINED IN THE NON-FARM DEVELOPMENT SECTION OF THE ADA COUNTY CODE, SECTION 8-08-7 AND 11 TITLE 6 CHAPTER 1. THE DEED RESTRICTED LOTS MUST ALSO ONLY BE USED IN THE MANNER SPECIFIED IN THE CONDITIONS OF APPROVAL ISSUED BY THE ADA COUNTY'S DEPARTMENT OF DEVELOPMENT SERVICES. THIS LOT MUST BE USED IN AGRICULTURAL MANNER FOR A PERIOD NO LESS THAN FIFTEEN (15) YEARS FROM THE RECORDING DATE OF THIS PLAT. ONE AGRICULTURAL BUILDING, NOT TO EXCEED 7,000 SQ.FT., WILL BE PERMITTED ON EACH LOT.

7. LOT 20, BLOCK 1 & LOT 2, BLOCK 3, ARE DESIGNATED AS WELL LOTS, AND NO SEWAGE DISPOSAL IS PERMITTED WITHIN 100 FEET OF THE WELL.

8. LOT 1, BLOCK 3 IS DESIGNATED AS A PRIVATE SANITARY SEWER LOT AND IS TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

9. NO BUILDING, FENCES, TREES OR SHRUBS SHALL BE ALLOWED WITHIN THE NOTED S.F.H.D. (FEMA DRAINAGE EASEMENT.

10. LOTS 3, 19, 20, 26, 34, BLOCK 1; LOT 1, BLOCK 2; LOT 1, BLOCK 3; LOT 1, BLOCK 4; LOTS 2,3,4,14,15,16,28, BLOCK 5; LOT 1, BLOCK 6; LOT 1, BLOCK 7; LOT 1, BLOCK 8; LOT 1, BLOCK 9 & LOT 1, BLOCK 10 ARE OPEN SPACE LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

11. DIRECT LOT OR PARCEL ACCESS TO EARNEY HIGHWAY IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE IDAHO TRANSPORTATION DEPARTMENT.

12. DIRECT LOT OR PARCEL ACCESS TO POLLARD LANE OR BEACON LIGHT ROAD IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT.

13. ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENTS AS SHOWN ON THE FACE OF THE PLAT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS INCLUDING TREES AND FENCES THAT MAY ADVERSELY AFFECT THE DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY.

14. STORM WATER DRAINAGE SYSTEMS WITHIN THE PUBLIC RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE TO BE OWNED BY THE ADA COUNTY HIGHWAY DISTRICT, BUT SHALL BE MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. NO MODIFICATIONS TO THE SYSTEMS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL BY THE ADA COUNTY HIGHWAY DISTRICT.

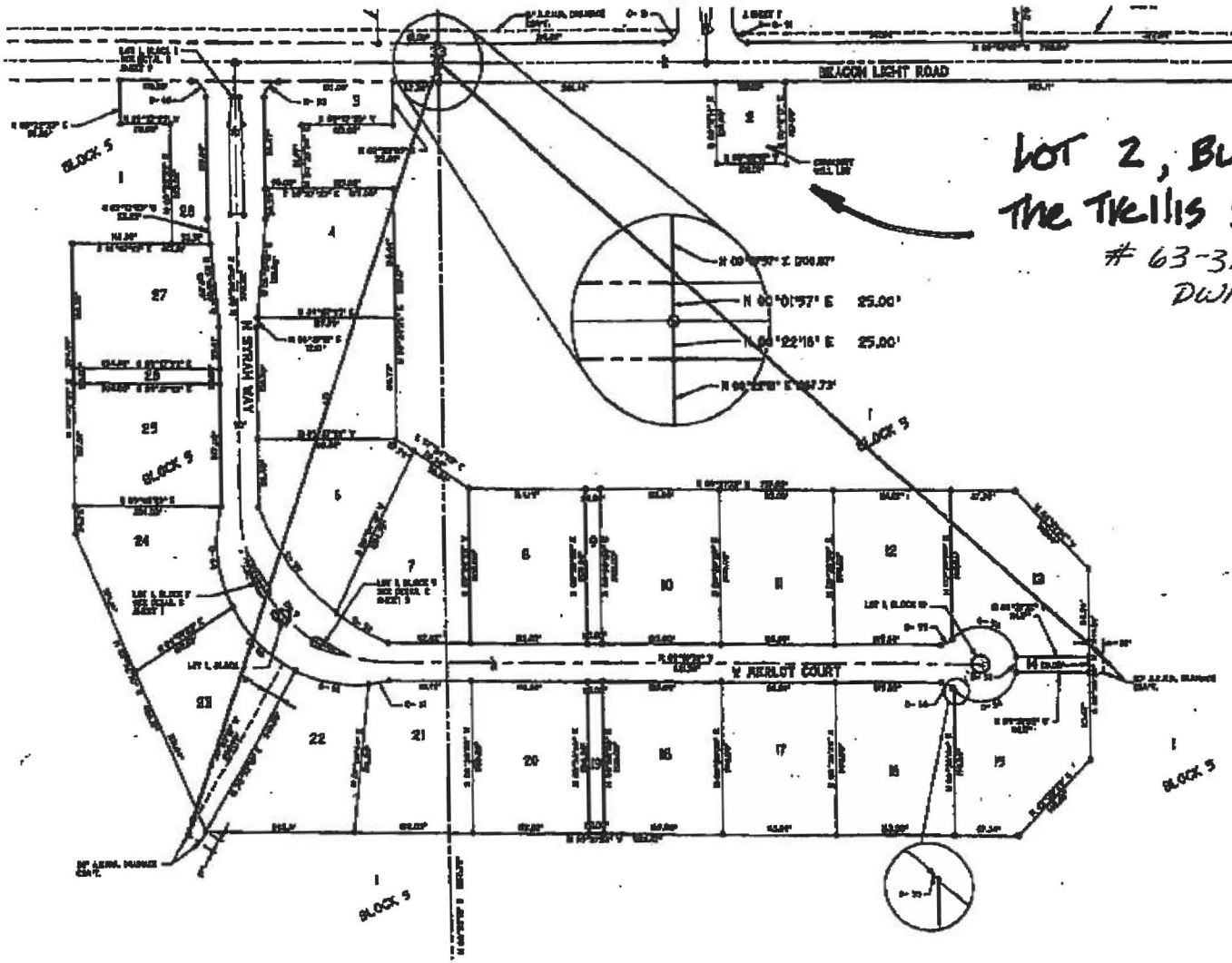
TEALEY'S LAND SURVEYING
[illegible] BOISE, IDAHO [illegible]
208-[illegible]

Project No. 2385 Sheet 3 of

04/05/2016 10:01 Star Sewer & Water (FAX)208 286 7361 P.005/006

PLAT OF
THE TRELLIS SUBDIVISION

A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003



LOT 2, BLOCK 5
THE TRELLIS SUBDIVISION
63-31511
DWR

TEALEY'S LAND SURVEYING

Project No. 2303 Sheet 4 of 8

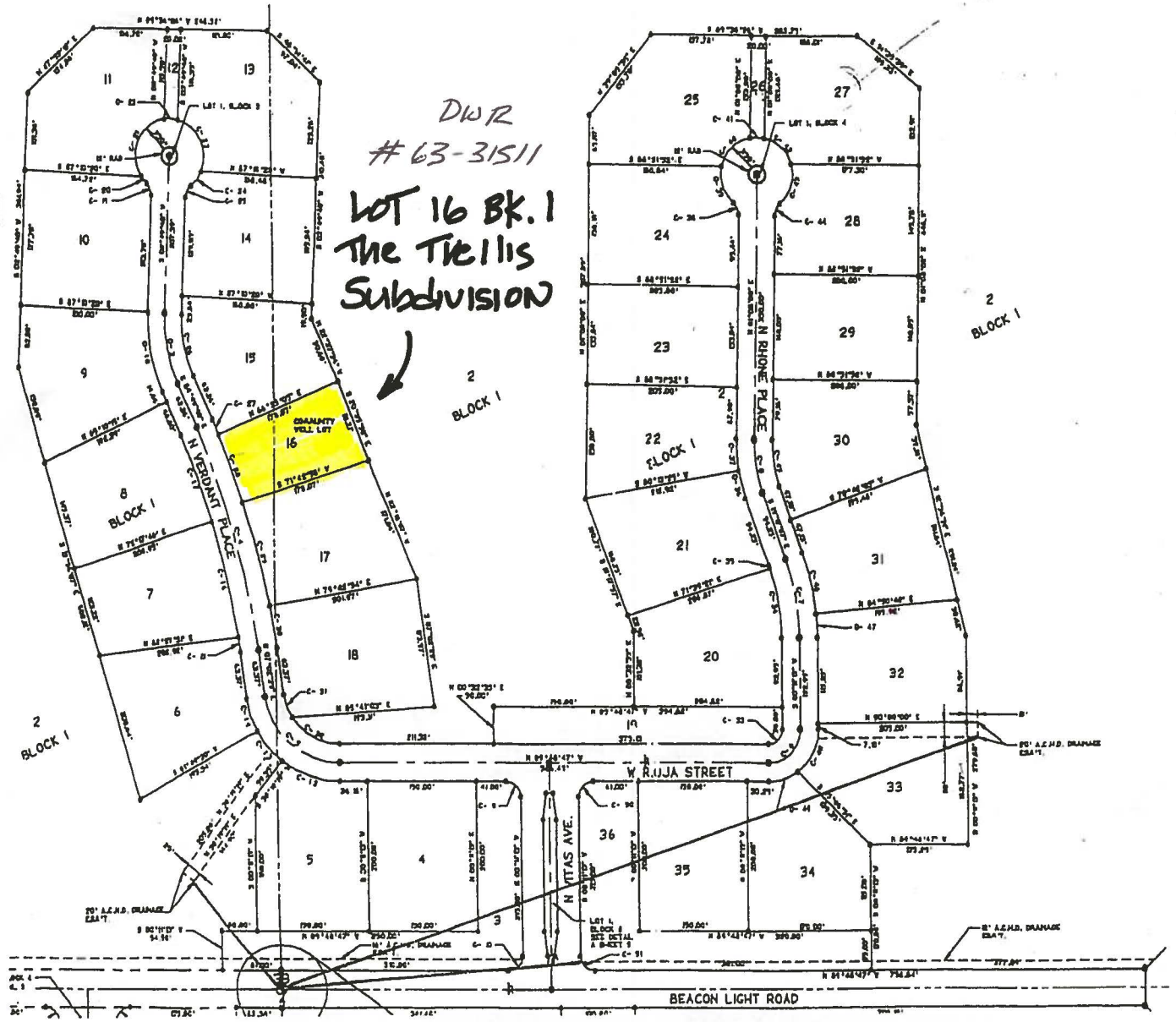
MARY CO STARIDAHO CKG.

PLAT OF
THE TRELLIS SUBDIVISION
A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003

100 50 0 100 200 300
SCALE IN FEET
1" = 100'

DWR
#63-31511

LOT 16 BK. 1
The Trellis
Subdivision



N.

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT OVER THE 10' FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC OR PRIVATE USE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

4. SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.

5. A TWELVE (12) FOOT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED LYING SIX (6) FEET ON BOTH SIDES OF EACH COMMON INTERIOR LOT LINE, EXCEPT IN THE GOLF COURSE EASEMENT, NO PUBLIC UTILITIES SHALL BE ALLOWED IN THE GOLF COURSE EASEMENT.

6. LOT 2, BLOCK 1 & LOT 1, BLOCK 9 ARE DEED RESTRICTED LOTS AND MAY ONLY BE USED FOR OPEN SPACE AS DEFINED IN THE NON-FARM DEVELOPMENT SECTION OF THE ADA COUNTY CODE, SECTION 8-4B-7 AND IN TITLE 8 CHAPTER 9. THE DEED RESTRICTED LOTS MUST ALSO ONLY BE USED IN THE MANNER SPECIFIED IN THE CONDITIONS OF APPROVAL ISSUED BY THE ADA COUNTY'S DEPARTMENT OF DEVELOPMENT SERVICES. THIS LOT MUST BE USED IN AFORESTATED MANNER FOR A PERIOD NO LESS THAN FIFTEEN (15) YEARS FROM THE RECORDING DATE OF THIS PLAT. ONE AGRICULTURAL BUILDING, NOT TO EXCEED 7,000 SQ.FT., WILL BE PERMITTED ON EACH LOT.

7. LOT 16, BLOCK 1 & LOT 2, BLOCK 3, ARE DESIGNATED AS WELL LOTS, AND NO SEWAGE DISPOSAL IS PERMITTED WITHIN 100 FEET OF THE WELL.

8. LOT 1, BLOCK 1 IS DESIGNATED AS A PRIVATE SANITARY SEWER LOT AND IS TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

9. NO BUILDINGS, FENCES, TREES OR SHRUBS SHALL BE ALLOWED WITHIN THE NOTED A.C.H.D. STORM DRAINAGE EASEMENTS.

10. LOTS 3, 12, 19, 26, 34, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 3,9,14,19,26,28, BLOCK 5, LOT 1, BLOCK 6, LOT 1, BLOCK 7, LOT 1, BLOCK 8, LOT 1, BLOCK 9 & LOT 1, BLOCK 10 ARE OPEN SPACE LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

11. DIRECT LOT OR PARCEL ACCESS TO EAGLETT HIGHWAY IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE IDAHO TRANSPORTATION DEPARTMENT.

12. DIRECT LOT OR PARCEL ACCESS TO POLLARD LANE OR BEACON LIGHT ROAD IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT.

13. ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENTS AS SHOWN ON THE FACE OF THE PLAT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS INCLUDING TREES AND FENCES THAT MAY ADVERSELY AFFECT THE DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY.

14. STORM WATER DRAINAGE SWALES WITHIN THE PUBLIC RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE TO BE OWNED BY THE ADA COUNTY HIGHWAY DISTRICT, BUT SHALL BE MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. NO MODIFICATIONS TO THE SWALES SHALL BE PERMITTED WITHOUT PRIOR APPROVAL BY THE ADA COUNTY HIGHWAY DISTRICT.

TEALEY'S LAND SURVEYING
2501 DOGLAS BARN RD. BOISE, IDAHO 837
208-345-0634

Project No. 2395 Sheet 3 of

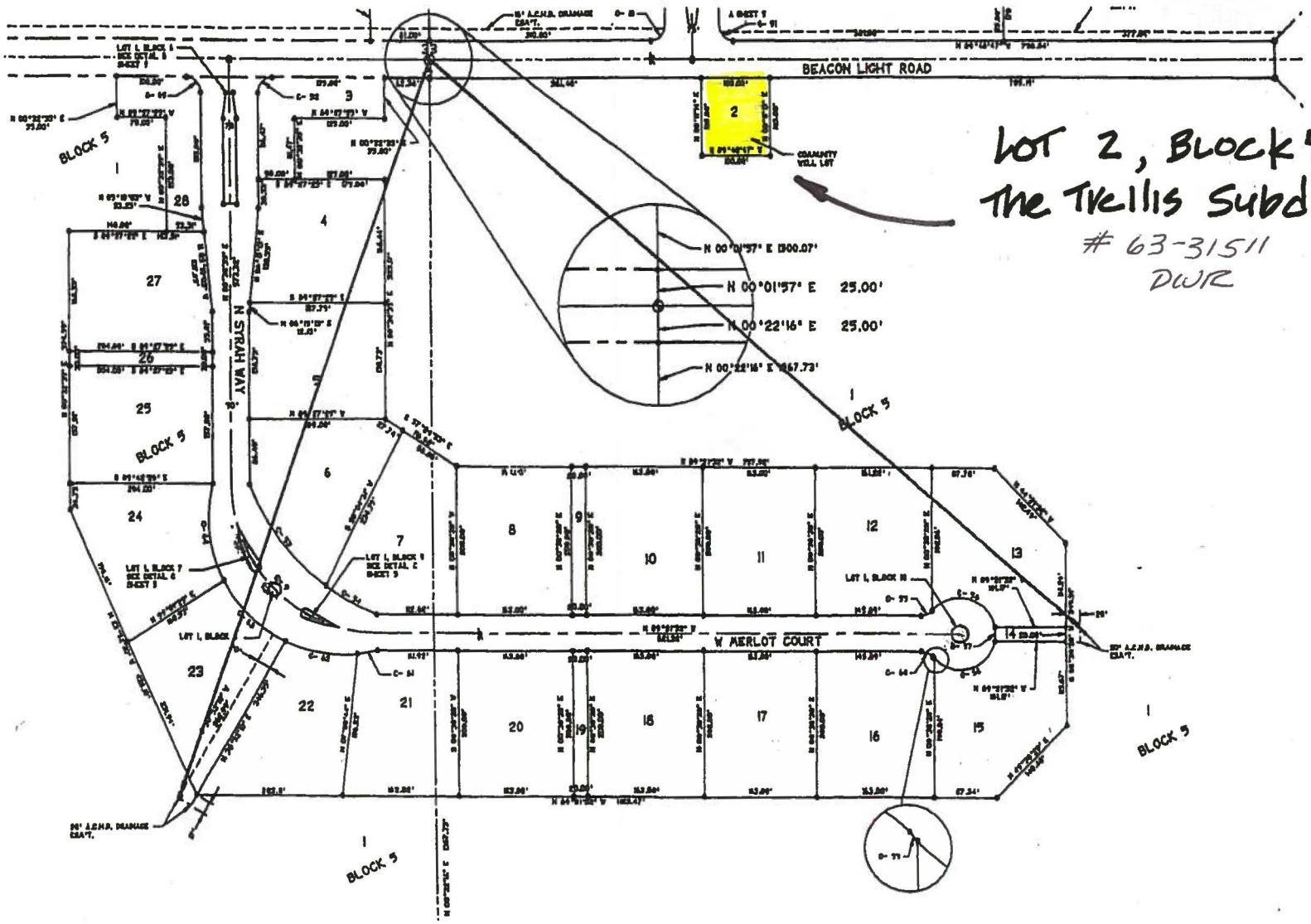
PLAT OF

THE TRELLIS SUBDIVISION

A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003

N.

100 50 0 100 200 300
SCALE IN FEET
1" = 100'



LOT 2, BLOCK 5
The Trellis Subdivision
63-31511
DWR

TEALEY'S LAND SURVEYING
3504 BOGUS BASIN RD. BOISE, IDAHO 83706
208-385-0636

Project No. 2395 Sheet 4 of 6

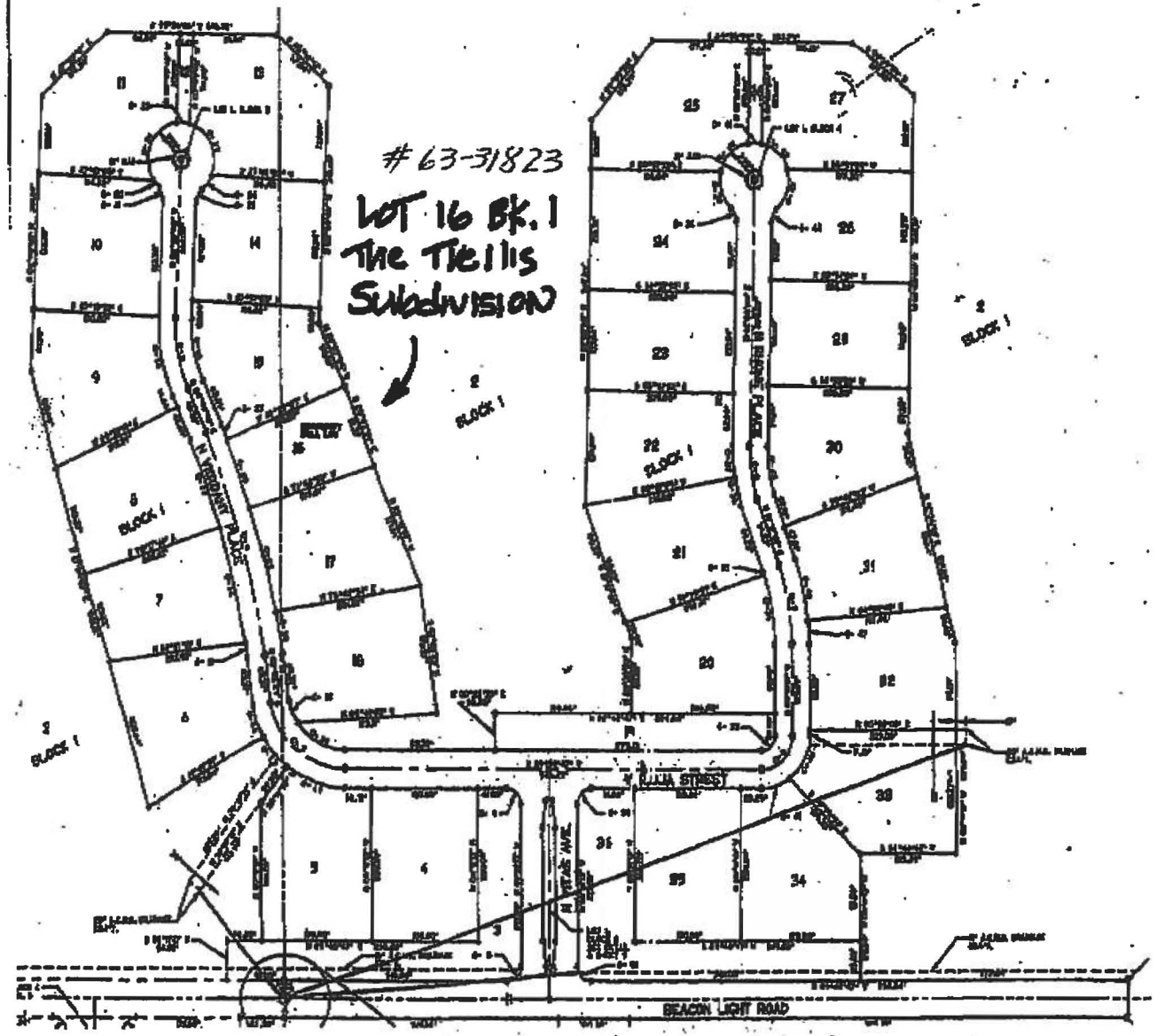
P.003/006
(FAX)208 286 7361
04/05/2016 10:01 Star Sewer & Water

MARY @ STARIONHO. ORG.

PLAT OF
THE TRELLIS SUBDIVISION

A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003

#63-31823
LOT 16 Bk. 1
The Trellis
Subdivision



N.

NOTES

TEALEY'S LAND SURVEYING

Project No. 2300 Sheet 3

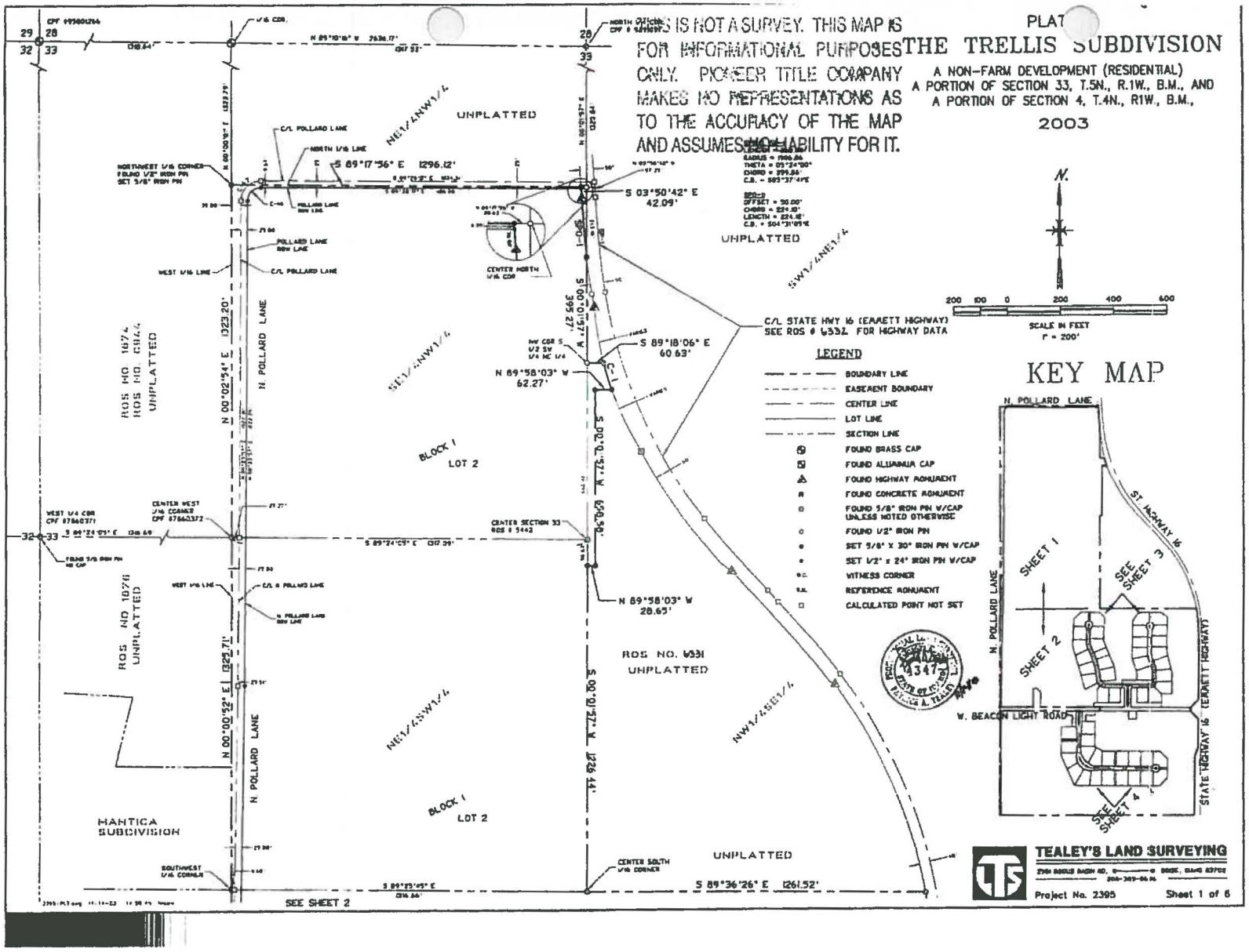
No. **C 146887**	**Due no later than Dec 31, 2015** **Annual Report Form**	2. Registered Agent and Address **(NO PO BOX)**
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 **NO FILING FEE IF RECEIVED BY DUE DATE**	**1. Mailing Address: Correct in this box if needed.** TRELLIS HOMEOWNERS ASSOCIATION, INC. (THE) MGM MANAGEMENT LLC PO BOX 1246 MERIDIAN ID 83680	MGM MANAGEMENT 289 S.W. 5TH AVE. MERIDIAN ID 83642 3. New Registered Agent Signature:*

4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).

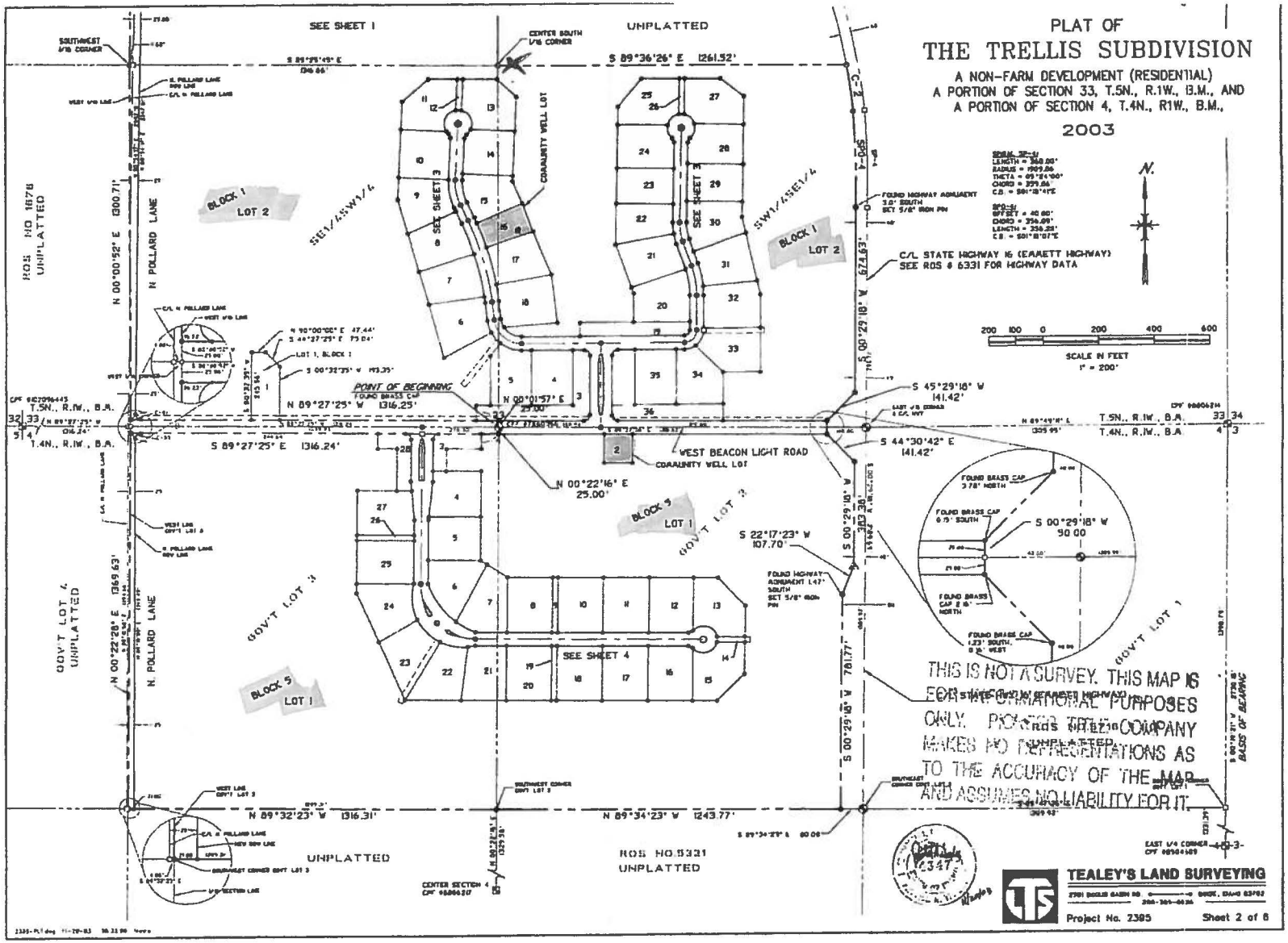
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
DIRECTOR	JIM THOMAS	PO BOX 1246	MERIDIAN	ID	USA	83680
DIRECTOR	DUANE FORDE	PO BOX 1246	MERIDIAN	ID	USA	83680
DIRECTOR	KIM BRAY	PO BOX 1246	MERIDIAN	ID	USA	83680
DIRECTOR	JOHN MOODY	PO BOX 1246	MERIDIAN	ID	USA	83680
DIRECTOR	JOHN JURCAK	PO BOX 1246	MERIDIAN	ID	USA	83680

5. Organized Under the Laws of:	6. Annual Report must be signed.*	
ID **C 146887**	Signature: MGM	Date: 10/14/2015
	Name (type or print): MGM	Title: MANAGEMENT LLC

Processed 10/14/2015 * Electronically provided signatures are accepted as original signatures.

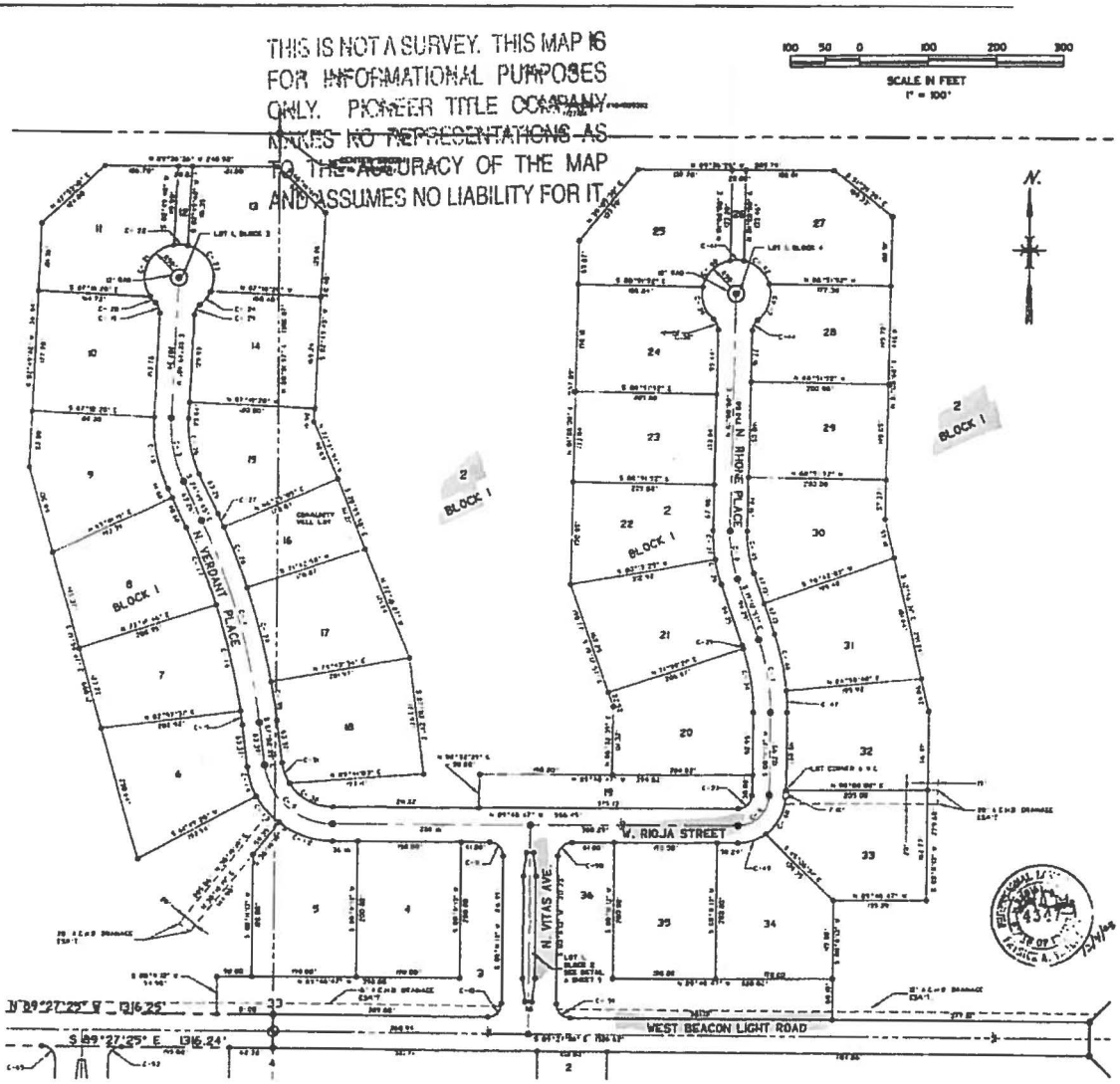


63-31823
CC&R's



STAR SEWER & WATER DIST
May 1, 2016

THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.



PLAT OF
THE TRELLIS SUBDIVISION

A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT OVER THE 10' FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

4. OWNER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.

5. A TWELVE (12) FOOT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY RESERVED LYING SIX (6) FEET ON BOTH SIDES OF EACH COMMON INTERIOR LOT LINE, EXCEPT IN LOTS 1 & 2, BLOCK 1, LOTS 1 & 2, BLOCK 3.

6. LOT 2, BLOCK 1 & LOT 1, BLOCK 3 ARE DEED RESTRICTED LOTS AND MAY ONLY BE USED FOR OPEN SPACE AS DEFINED IN THE NON-FARM DEVELOPMENT SECTION OF THE ADA COUNTY CODE, SECTION 8-4B-7 AND IN TITLE 8 CHAPTER 9. THE DEED RESTRICTED LOTS MUST ALSO ONLY BE USED IN THE MANNER SPECIFIED IN THE CONDITIONS OF APPROVAL ISSUED BY THE ADA COUNTY'S DEPARTMENT OF DEVELOPMENT SERVICES. THIS LOT MUST BE USED IN AFORESTATED MANNER FOR A PERIOD NO LESS THAN FIFTEEN (15) YEARS FROM THE RECORDING DATE OF THIS PLAT.

7. LOT 16, BLOCK 1 & LOT 2, BLOCK 3, ARE DESIGNATED AS COMMUNITY WELL LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION. NO SEWAGE DISPOSAL IS PERMITTED WITHIN 100 FEET OF THE WELLS.

8. LOT 1, BLOCK 1 IS DESIGNATED AS A PRIVATE SANITARY SEWER LOT AND IS TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

9. LOTS 3, 12, 19, 29, 36, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 3,9,14,19,24,30, BLOCK 5, LOT 1, BLOCK 6, LOT 1, BLOCK 7, LOT 1, BLOCK 8, LOT 1, BLOCK 9, LOT 1, BLOCK 10 ARE OPEN SPACE LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION.

10. DIRECT LOT OR PARCEL ACCESS TO HIGHWAY 6 (EXACT HIGHWAY) IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE IDAHO TRANSPORTATION DEPARTMENT.

11. DIRECT LOT OR PARCEL ACCESS TO N. POLLARD LANE OR BEACON LIGHT ROAD IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT.

12. ADA COUNTY HIGHWAY DISTRICT DRAINAGE EASEMENTS AS SHOWN ON THE FACE OF THE PLAT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS INCLUDING BUILDINGS, FENCES, TREES OR SHRUBS THAT MAY ADVERSELY AFFECT THE DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY.

13. STORM WATER DRAINAGE SWALES WITHIN THE PUBLIC RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE TO BE OWNED BY THE ADA COUNTY HIGHWAY DISTRICT, BUT SHALL BE MAINTAINED BY THE TRELLIS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. NO MODIFICATIONS TO THE SWALES SHALL BE PERMITTED WITHOUT PRIOR APPROVAL BY THE ADA COUNTY HIGHWAY DISTRICT.

14. THE NON-EXCLUSIVE PURPOSE OF STORM WATER DRAINAGE SWALES SHALL BE TO TRANSPORT STORM WATER RUNOFF ALONG THE PUBLIC RIGHT-OF-WAY TO SAND AND GREASE TRAPS WHERE IT SHALL BE REMOVED FROM THE PUBLIC RIGHT-OF-WAY. THE STORM WATER DRAINAGE SWALES SHALL BE MAINTAINED BY THE TRELLIS SUBDIVISION HOMEOWNERS ASSOCIATION, HOWEVER INDIVIDUAL LOT OWNERS WHOSE ACTIONS IMPEDE THE FUNCTION OF THE STORM WATER DRAINAGE SWALES SHALL BE HELD INDIVIDUALLY LIABLE BY THE ADA COUNTY HIGHWAY DISTRICT FOR ALL COSTS OF RESTORING THE STORM WATER DRAINAGE SWALES. THE CROSS SECTION OF THE STORM WATER DRAINAGE SWALES AS MEASURED PERPENDICULAR TO THE STREET RIGHT-OF-WAY SHALL BE MAINTAINED IN SUCH A WAY THAT IT DROPS FROM THE EDGE OF THE ROADWAY SURFACE AT A UNIFORM SLOPE OF TWO FEET (2.0') VERTICALLY OVER A DISTANCE OF EIGHT FEET (8') HORIZONTALLY TO THE INVERT, AND THEN RISES FROM THE INVERT AT A UNIFORM SLOPE OF TWO FEET (2.0') VERTICALLY OVER A DISTANCE OF SIX FEET (6.0') HORIZONTALLY. VEGETATION SHALL BE MAINTAINED ON THE SLOPES OF THE STORM WATER DRAINAGE SWALES TO PREVENT EROSION, AND THE VEGETATION SHALL BE MOWED WEEKLY SO THAT IT DOES NOT OBSTRUCT THE FLOW OF STORM WATER.

15. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN 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."

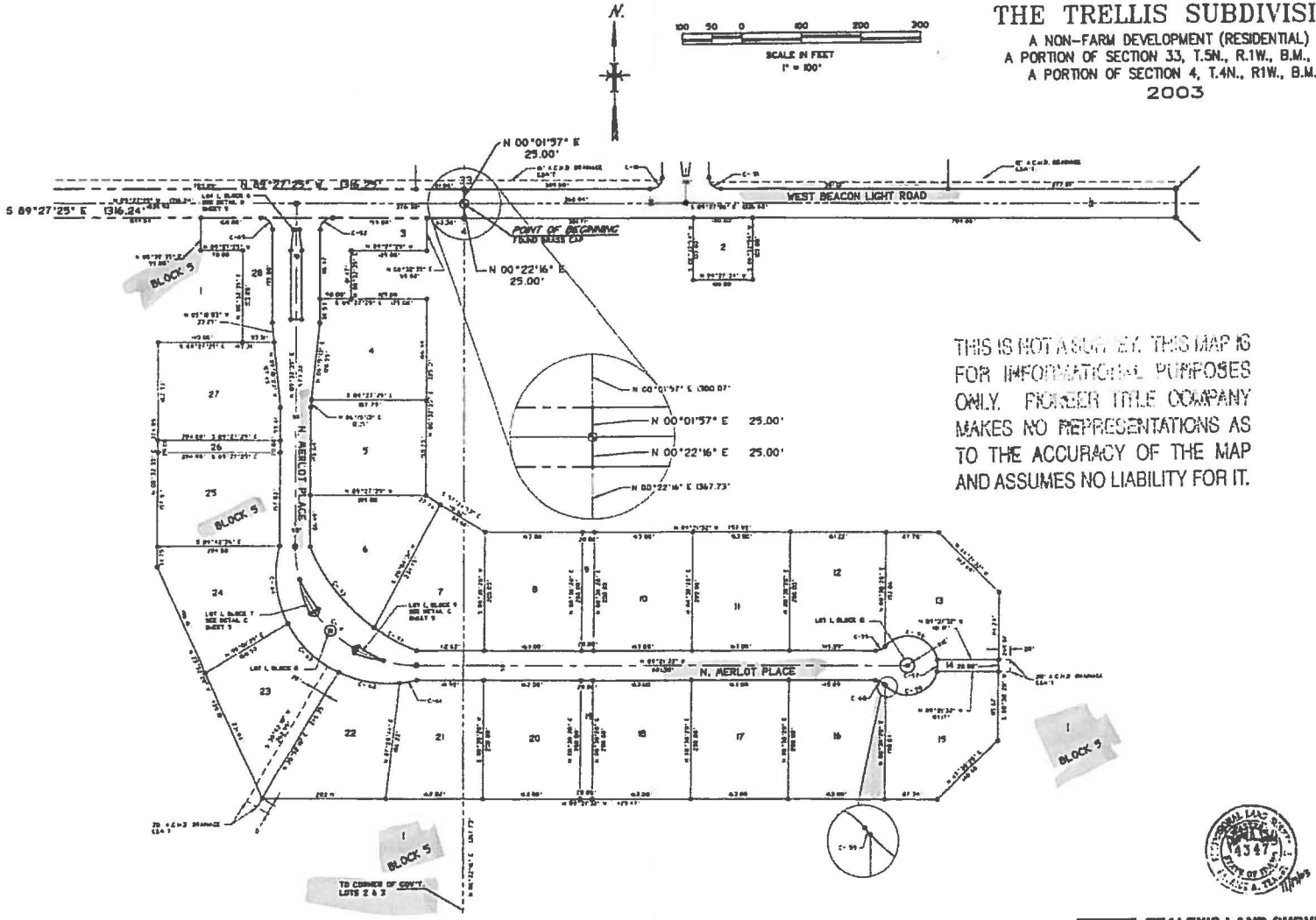
16. EACH INDIVIDUAL LOT OWNER SHALL CONNECT TO A MUNICIPAL SEWAGE COLLECTION AND TREATMENT FACILITY WHEN REASONABLY AVAILABLE.

TEALEY'S LAND SURVEYING
[illegible] BOISE, IDAHO 83702
208-[illegible]

Project No. 2395 Sheet 3 of 6

PLAT OF
THE TRELLIS SUBDIVISION

A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,
2003



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TEALEY'S LAND SURVEYING

PLAT OF
THE TRELLIS SUBDIVISION

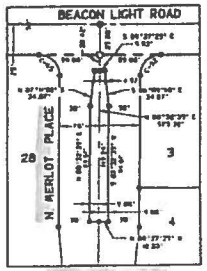
A NON-FARM DEVELOPMENT (RESIDENTIAL)
A PORTION OF SECTION 33, T.5N., R.1W., B.M., AND
A PORTION OF SECTION 4, T.4N., R1W., B.M.,

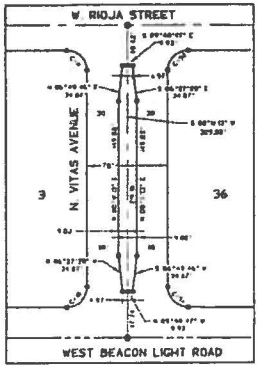
2003

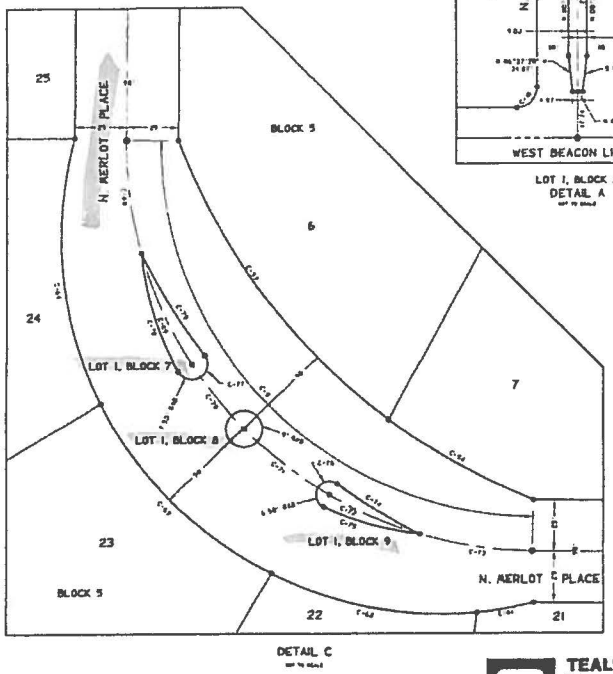
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C-1	678.00'	8°54'08"	104.30'	S 18°34'29" E	104.21'
C-2	4645.00'	9°21'02"	757.68'	N 87°39'09" W	756.84'
C-3	1302.00'	4°19'23"	98.54'	S 11°00'48" E	98.51'
C-4	2998.89'	5°47'16"	298.46'	N 15°36'37" W	298.31'
C-5	400.00'	82°48'19"	144.46'	S 48°20'36" E	132.23'
C-6	75.00'	90°00'00"	78.69'	N 45°18'28" E	67.84'
C-7	250.00'	9°39'45"	110.93'	N 86°33'24" W	110.01'
C-8	1200.00'	30°55'49"	71.33'	S 89°04'54" E	72.79'
C-9	250.00'	90°34'28"	197.32'	S 44°46'49" E	192.60'
C-10	20.00'	90°37'47"	31.36'	N 45°23'05" E	28.21'
C-11	20.00'	90°00'00"	31.42'	N 44°46'49" W	28.28'
C-12	225.00'	28°08'56"	63.30'	S 70°44'49" E	62.87'
C-13	225.00'	23°38'08"	92.27'	S 59°19'45" E	90.81'
C-14	225.00'	31°08'11"	46.8'	S 0°39'34" E	45.85'
C-15	475.00'	9°10'32"	30.00'	N 87°37'44" W	30.00'
C-16	575.00'	09°39'14"	161.41'	N 12°37'37" W	161.26'
C-17	575.00'	87°57'39"	121.23'	N 21°15'54" W	121.18'
C-18	527.00'	27°39'23"	108.51'	S 41°08'03" E	107.36'
C-19	20.00'	49°39'41"	17.45'	N 22°18'10" W	16.90'
C-20	36.00'	13°48'20"	8.53'	S 48°19'31" E	8.50'
C-21	36.00'	144°47'08"	100.37'	S 23°13'13" W	64.21'
C-22	36.00'	23°54'28"	30.11'	N 87°10'20" W	29.89'
C-23	36.00'	99°17'00"	87.22'	N 23°59'36" W	76.58'
C-24	36.00'	28°30'28"	21.98'	N 38°24'38" E	21.63'
C-25	20.00'	49°39'41"	17.45'	S 27°49'31" W	16.90'
C-26	175.00'	27°39'23"	84.47'	S 41°08'03" E	83.66'
C-27	4025.20'	01°16'58"	22.31'	N 24°12'20" W	22.31'
C-28	4025.00'	05°12'53"	94.78'	N 20°35'56" W	94.75'
C-29	4025.00'	07°59'34"	143.88'	N 14°12'41" W	143.88'
C-30	4025.20'	03°14'57"	58.13'	N 08°39'57" W	58.12'
C-31	75.00'	25°08'32"	32.92'	S 81°36'55" E	32.66'
C-32	75.00'	97°37'27"	73.43'	S 61°08'04" E	72.29'
C-33	20.00'	90°00'00"	31.42'	N 45°18'28" E	28.28'
C-34	300.00'	18°32'19"	97.03'	N 89°04'43" W	96.61'
C-35	300.00'	00°57'38"	5.03'	N 18°49'18" W	5.03'
C-36	225.00'	09°31'22"	37.40'	S 14°38'18" E	37.35'
C-37	225.00'	10°34'43"	42.85'	S 04°19'13" E	42.79'
C-38	20.00'	49°39'41"	17.45'	N 23°31'42" W	16.90'
C-39	20.00'	60°30'04"	52.80'	S 18°36'13" E	50.38'
C-40	50.00'	97°37'24"	29.20'	S 45°37'09" W	25.80'
C-41	50.00'	23°04'25"	20.14'	N 86°51'52" W	20.00'
C-42	50.00'	61°00.20"	53.24'	N 46°49'25" W	50.76'
C-43	50.00'	67°27'09"	58.86'	N 17°34'15" E	55.53'
C-44	20.00'	49°39'41"	17.45'	S 25°07'56" W	16.90'
C-45	175.00'	20°25'49"	62.41'	S 09°04'43" E	62.08'
C-46	250.00'	14°08.27"	86.48'	N 12°10.29" W	86.18'
C-47	250.00'	09°29'33"	32.64'	N 82°20'04" W	32.62'
C-48	70.00'	54°29'32"	66.57'	N 27°29'56" E	64.09'
C-49	70.00'	35°30'28"	43.38'	N 72°29'58" E	42.69'
C-50	20.00'	90°00'00"	31.42'	S 45°18'28" W	28.28'
C-51	20.00'	89°36'11"	31.28'	S 44°37'37" E	28.19'
C-52	20.00'	90°00'00"	31.42'	S 45°22'35" W	28.28'
C-53	30.54'	32°46'39"	173.87'	S 16°47'03" E	171.52'
C-54	264.54'	75°14'53"	84.85'	S 60°45'49" E	80.81'
C-55	20.00'	49°39'41"	17.45'	N 69°28'27" E	16.90'
C-56	50.00'	88°37'28"	98.91'	N 73°07'20" W	89.23'
C-57	36.00'	23°04'25"	29.14'	N 00°36'28" E	28.00'
C-58	20.00'	125°22'17"	89.41'	N 73°31'49" E	86.85'
C-59	50.00'	23°03'13"	2.69'	S 40°54'28" E	2.69'
C-60	20.00'	49°39'41"	17.45'	N 64°37'43" W	16.90'
C-61	825.04'	06°46'39"	28.35'	N 60°17'52" E	28.32'
C-62	825.04'	31°27'46"	453.26'	S 79°14'46" E	434.90'
C-63	825.04'	26°15'44"	98.27'	S 44°46'48" E	97.91'
C-64	825.04'	41°29'18"	623.99'	S 01°33'48" E	599.04'
C-65	20.00'	90°00'00"	31.42'	N 44°27'35" W	28.28'
C-66	50.00'	90°37'46"	78.93'	S 45°37'30" W	70.79'
C-67	75.00'	90°37'46"	118.98'	S 45°37'30" W	106.78'
C-68	200.00'	15°13'08"	99.68'	S 07°23'56" E	99.50'
C-69	200.00'	17°48'13"	68.40'	S 24°03'37" E	68.07'
C-70	200.00'	41°41'41"	145.83'	S 58°33'36" E	142.63'
C-71	200.00'	6°07'25"	21.37'	S 81°39'39" E	21.36'
C-72	200.00'	13°53'20"	48.49'	S 66°28'18" E	48.38'
C-73	200.00'	15°17'06"	99.68'	S 81°22'29" E	99.50'
C-74	309.46'	24°02'37"	47.49'	S 58°45'44" E	47.37'
C-75	84.99'	18°29'30"	49.23'	S 74°08'01" E	48.99'
C-76	6.58'	290°37'00"	21.64'	S 39°12'19" W	12.04'
C-77	7.35'	116°23'18"	24.66'	N 57°22'56" E	14.96'
C-78	84.99'	22°46'23"	33.61'	S 17°28'21" E	33.39'
C-79	300.46'	6°15'49"	29.87'	S 31°09'01" E	29.87'
C-80	20.00'	90°22'27"	31.75'	S 45°11'22" W	28.56'
C-81	20.00'	90°21'42"	31.54'	S 44°49'26" E	28.37'

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TEALEY'S LAND SURVEYING

Project No. 2385 Sheet 5 of 6

THE TRELLIS SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT BEACON L.L.C., AN IDAHO LIMITED LIABILITY COMPANY AND RIVERBIRCH L.L.C., AN IDAHO LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS PLAT.

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 OF SECTION 4, T.4N., R.1W., B.M., AND THE E1/2NW1/4 AND THE W1/2SW1/4 OF SECTION 33, T.5N., R.1W., B.M., ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SAID SECTION 33; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33

NORTH 00°16'27" EAST 29.00 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF BEACON LIGHT ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE

NORTH 89°27'33" WEST 316.29 FEET TO AN IRON PIN ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 33; THENCE ALONG SAID WEST BOUNDARY

NORTH 00°00'32" EAST 2636.42 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE ALONG THE WEST BOUNDARY OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33

NORTH 00°02'54" EAST 1323.20 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 33

SOUTH 89°17'56" EAST 1298.12 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE

SOUTH 83°38'42" EAST 49.09 FEET TO A HIGHWAY RIGHT-OF-WAY ADJACENT MARKING THE NON-TANGENT BEGINNING POINT OF A SPIRAL OFFSET CURVE TO THE LEFT BEING PARALLEL WITH AND 50.00 FEET FROM A CENTERLINE SPIRAL OF STATE HIGHWAY NO. 16 AS DEPICTED IN RECORD OF SURVEY NO. 5443 RECORDED AS INSTRUMENT NO. 103039974 IN THE RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF SAID SPIRAL OFFSET CURVE HAVING A LONG CHORD BEARING

SOUTH 84°12'09" EAST 224.10 FEET TO AN IRON PIN ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33; THENCE ALONG SAID NORTH-SOUTH CENTERLINE

SOUTH 00°01'57" WEST 395.27 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 33

SOUTH 89°41'06" EAST 80.83 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 16 MARKING A POINT ON A CURVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1378.92 FEET, A CENTRAL ANGLE OF 05°04'09" A LENGTH OF 124.30 AND A LONG CHORD BEARING

SOUTH 18°51'29" EAST 124.27 FEET TO AN IRON PIN; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AT RIGHT ANGLES TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33

NORTH 69°38'03" WEST 82.27 FEET TO AN IRON PIN; THENCE

SOUTH 00°01'57" WEST 638.58 FEET ALONG A LINE 28.83 FEET FROM AND PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33 TO AN IRON PIN; THENCE AT RIGHT ANGLES

NORTH 69°38'03" WEST 28.83 FEET TO AN IRON PIN ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33; THENCE ALONG SAID NORTH-SOUTH CENTERLINE

SOUTH 00°01'57" WEST 1325.44 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 33

SOUTH 89°39'39" EAST 1341.52 FEET TO AN IRON PIN MARKING A POINT ON A CURVE ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING COURSES, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1849.86 FEET, A CENTRAL ANGLE OF 09°21'03", A LENGTH OF 674.63 FEET AND A LONG CHORD BEARING

SOUTH 87°39'13" EAST 174.36 FEET TO AN IRON PIN MARKING A POINT OF SPIRAL CURVATURE; THENCE ALONG THE ARC OF A SPIRAL OFFSET CURVE TO THE RIGHT BEING 40.00 FEET FROM AND PARALLEL WITH A CENTERLINE SPIRAL OF STATE HIGHWAY NO. 16 AS DEPICTED IN SAID RECORD OF SURVEY NO. 5443, SAID SPIRAL OFFSET CURVE HAVING A LONG CHORD BEARING

SOUTH 01°48'07" EAST 256.09 FEET TO A HIGHWAY RIGHT-OF-WAY ADJACENT MARKING A POINT OF TANGENCY; THENCE

SOUTH 00°29'18" WEST 674.43 FEET TO AN IRON PIN; THENCE
SOUTH 45°29'18" WEST 141.42 FEET TO AN IRON PIN; THENCE
SOUTH 00°29'18" WEST 50.00 FEET TO AN IRON PIN; THENCE
SOUTH 44°30'42" EAST 141.42 FEET TO AN IRON PIN; THENCE
SOUTH 00°29'18" WEST 383.78 FEET TO A HIGHWAY RIGHT-OF-WAY ADJACENT; THENCE
SOUTH 22°12'23" WEST 107.70 FEET TO AN IRON PIN; THENCE
SOUTH 00°29'18" WEST 781.17 FEET TO AN IRON PIN ON THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 16 AND ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 2

NORTH 89°34'49" WEST 1243.77 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 3

NORTH 89°33'29" WEST 738.31 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 3

NORTH 00°22'29" EAST 1349.63 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF BEACON LIGHT ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE

SOUTH 89°27'29" EAST 1318.24 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF SAID GOVERNMENT LOT 3; THENCE ALONG SAID EAST BOUNDARY LINE

NORTH 00°22'16" EAST 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 248.61 ACRES MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE WITHIN THE LINES OF SAID EASEMENTS, ALL OF THE LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM UNITED WATER IDAHO, INC. AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 27th DAY OF June, 20 03.

BEACON L.L.C.
MIKE KAUFFMAN
MIKE KAUFFMAN, MANAGING MEMBER

RIVER BIRCH, L.L.C.
JOHN E. BRENA
JOHN E. BRENA, MANAGING MEMBER

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 1612

PATRICK A. TEALEY, P.L.S. NO. 4347

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 3rd DAY OF September, 20 03

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 27th DAY OF June, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MIKE KAUFFMAN KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF BEACON L.L.C., THE IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 2-22-07

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 27th DAY OF June, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN E. BRENA KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF RIVER BIRCH L.L.C., THE IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 2-22-07

APPROVAL OF COUNTY COMMISSIONERS

I, Judy W. Peavey-Derr, CHAIRMAN OF THE ADA COUNTY COMMISSIONERS, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COMMISSIONERS HELD ON THE 23rd DAY OF September, 2003, THIS PLAT WAS ONLY ACCEPTED AND APPROVED.

CHAIRMAN
ADA COUNTY COMMISSIONERS

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODES RELATING TO PLATS AND SURVEYS

COUNTY SURVEYOR PLS # 9249

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 COUNTY 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.

COUNTY TREASURER — Oct. 16, 2003

COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Land Development Service, Inc. AND DULY RECORDED AT 10 MINUTES PAST 4 O'CLOCK P.M. THIS 16TH DAY OF OCTOBER, 2003, IN BOOK 90 OF PLATS AT PAGES 9441 THROUGH 9446, UNDER INSTRUMENT NO. 103179000.

DEPUTY

EX-OFFICIO RECORDER

FEE: $ 39.00

TEALEY'S LAND SURVEYING
2395 BOISE BASIN RD. • BOISE, IDAHO 83702
208-362-0838

2395-BAK

Sheet 6 of 6

ADA COUNTY RECORDER J. DAVID NAVARRO 41
BOISE IDAHO 12/31/03 02:02 PM
DEPUTY Kathy Ingraham
RECORDED – REQUEST OF
Alliance Title
AMOUNT 123.00
103212820

4

Space above this line for Recorder's use

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE TRELLIS SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by BEACON LLC, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of the following real property in the, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

> THE TRELLIS SUBDIVISION, according to the official plat thereof, recorded in Book 87 of Plats at Pages 9991 through 9996, as Instrument No. 103206600, recorded on the 16th day of December 2003, except Lot 2, Block 1 and Lot 1, Block 5, thereof.

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development of high quality;

WHEREAS, as additional land owned or developed by the Declarant adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Declarant, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit corporation to be created (the "Association") until such time as the Owners take over the management functions through the Association after substantial completion of the development process.

ARTICLE I. DECLARATION

Declarant hereby declares that the Property, with the exception of Lot 2, Block 1 and Lot 1, Block 5, shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions and Easements which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

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

2.1 **ACHD** shall mean and refer to the Ada County Highway District.

2.2 **Annexed Property** shall mean and refer to any real property made subject to this Master Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.3 **Architectural Review Committee** shall mean the Architectural Review Committee for the Subdivision.

2.4 **Architectural Review Guidelines** shall mean such rules and/or standards promulgated by the Architectural Review Committee as authorized herein.

2.5 **Association** shall mean and refer to The Trellis Homeowner's Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.6 **Assessment** shall mean a payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

2.7 **Board** shall mean the duly elected and qualified Board of Directors of the Association.

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

2.9 **Bylaws** shall mean the Bylaws of the Association including any amendments thereto duly adopted.

2.10 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.

2.11 **Common Facilities** shall mean and refer to the physical improvements constructed by Declarant or the Association upon Common Area, or upon the utility easement over each Lot including, without limitation, all Association owned street lights, entry way lights, signs (excluding street signs), benches, bridges, walkways and pedestrian paths, streams, and lakes, community well, well houses and distribution lines, sanitary sewer treatment system, ~~area and~~ the irrigation water system, and the domestic water system.

2.12 **Declarant** shall mean and refer to BEACON LLC, its successors and assigns provided that such successor or assign has acquired more than two (2) Lots and that such lots constitute the remainder of unconveyed Lots owned by Declarant.

2.13 **Dwelling** shall mean a Building intended for use as a single-family residence.

2.14 **Exempt Property** shall mean all properties within the Property which have been dedicated to, and accepted by, a local public authority and all properties owned by the Association or Declarant, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.15 **Golf Course** means the golf course and related facilities, including the clubhouse facilities, constructed or to be constructed and all appurtenances thereto including buildings, vehicles and equipment associated therewith and located on Lot 2, Block 1 and Lot 1, Block 5. The Golf Course and facilities are not owned by Declarant.

2.16 **Improvements** shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.

2.17 **Lot** shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded subdivision map.

2.18 **Master Declaration** shall mean this instrument as it may be amended from time to time.

2.19 **Member** shall mean and refer to any person or entity that is a member of the Association as defined by the Articles and Bylaws of the Association and this Master Declaration.

2.20 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the

reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot.

2.21 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

2.22 **Occupant** shall mean any person, association, corporation or other entity 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, including their heirs, personal representatives, successors and assigns.

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

2.24 **Plat** shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

2.25 **Irrigation Water Supply System** shall mean all improvements and components of the underground pressurized irrigation system to be owned and operated by the Association, including but not limited to all pumps, pipes and any other conveyancing apparatus. The Irrigation Water Supply System shall also include any interest in real or personal property, including but not limited to easement and/or license rights for the installation, operation, maintenance, repair or replacement of the Irrigation Water Supply System.

2.26 **Property** shall mean and refer to the real property consisting of The Trellis Subdivision according to the official plat thereof and every part, parcel, and Lot thereof, except Lot 2, Block 1 and Lot 1, Block 5, and shall further mean and refer to such additional real property as may hereafter be made subject to this Master Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.27 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground. Among other things, a structure shall include a Building and a Dwelling.

2.28 **Supplemental Declaration** shall mean the additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property promulgated by the Declarant and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

2.29 **Water Rights** shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the

Property, including without limitation all licenses, permits, claims, permit applications, contracts and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall include the above-described rights to the use of water appurtenant to the Property as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Property.

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities, which shall be appurtenant to, and shall pass with the title to every Lot subject to the following provisions:

3.1 **Rules and Regulations**: The Association shall have the right from time to time to adopt rules and regulations regulating the use and enjoyment of the Common Area and Common Facilities including the right to limit the number of guests and charge admission and other fees for the use of any Common Facility;

3.2 **Improvements**: The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said Common Area, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Master Declaration;

3.3 **Enforcement**: The Association, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Master Declaration as provided for herein;

3.4 **Suspension**: The Association shall have the right to suspend the voting rights and right to use the Common Area and Common Facilities of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

3.5 **Easements**: The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;

3.6 **Dedication**: The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of the members of the Association; and,

3.7 **Delegation**: Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Master Declaration.

3.8 **Conveyance of Common Area**: The Common Area in each phase of development of the Project shall be conveyed to the Association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD.

ARTICLE IV. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Master Declaration, Declarant expressly reserves unto:

4.1 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real Property owned by Declarant, or its successors or assigns;

4.2 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and,

4.3 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation, the use of the Common Area and Common Facilities, where applicable, for:

A. Construction, excavation, grading, landscaping, parking and/or storage;

B. Maintenance and operation of a sales office and model units for sales purposes;

C. The showing to potential purchasers of any unsold Lot, unit or improvements within the Property;

D. Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Property;

E. Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;

F. Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to any Annexed Property, and the use and enjoyment of water there from.

G. Extension and use of the irrigation system for irrigation water, use of the domestic water system for domestic water and use of the sewer system to other properties on reasonable terms.

4.4 Itself, all right, title and interest in and to any and all Water Rights appurtenant to the Property, and accordingly, no Owner shall have any right, title, or interest in any of the Water Rights.

ARTICLE V. MAINTENANCE

5.1 **Common Area and Common Facilities**: Among its other responsibilities, and subject to the provisions set forth herein below, the Association shall be responsible for maintenance of all Common Area and Common Facilities, the Pressurized Irrigation System, the Domestic Water System, the Sanitary Sewer System and the Storm Water Drainage and Retention System. The Association may employ the services of a manager and other personnel to carry out such responsibilities. Common Area within the Property hereinabove described shall include Lots 1, 3, 12, 16, 19, 26 and 36, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lots 2, 3, 9, 14, 19, 26 and 28, Block 5, Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded Plat for pedestrian paths, streams, and lakes. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration. The Association may not convey or change the use of the Common Area or Common Area Facilities without the prior written approval of Ada County or such other government entity having jurisdiction thereof. The Association shall at all times comply with the conditions of approval and other requirements imposed by Ada County under File No. 01-26-S, as they may be amended from time to time.

5.2 **Private Property**: Owners of Lots shall be responsible for and perform all exterior maintenance and cleanup upon such Lots and all improvements thereon. All front, side and rear yards shall be landscaped and maintained in a professional manner including, but not limited to, lawns cut, fertilized, weed and clover free, shrubs trimmed, rubbish and debris removed and otherwise maintained in a neat and aesthetically pleasing condition. No Building or Structure upon any Lot covered by this Master Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repair and adequately painted.

ARTICLE VI. USE AND BUILDING RESTRICTIONS

The use of any Lot and the construction of any Improvements thereon, shall be subject to the following requirements and restrictions:

6.1 **Building Restrictions**:

A. With the exception of Common Area lots no Building, Structure, or Improvements shall be constructed, erected, altered or maintained on any Lot, nor shall any portion of the Property be used, designed or intended to be used for any purpose other than a single family dwelling, together with usual and appropriate structures, if any, approved by the Architectural Review Committee; provided, however, that an office and model home or homes for the purpose of the development, construction and marketing of Lots and homes in the Property may be maintained by Declarant. In no event shall a manufactured home be erected, placed or permitted to remain on any Lot. All Buildings must comply with the applicable ordinances of Ada County.

B. The occupancy of a single family dwelling shall be limited to persons related by blood, adoption or marriage, or to other persons living together as a single household, no more than two of whom are unrelated to any other occupant.

C. No Improvement shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved in writing by the Architectural Review Committee in accordance with the provisions of Article X hereof, and comply with the applicable ordinances of Ada County.

D. All Buildings shall be of frame, stone, stucco or brick construction and, if other than stone or brick, shall be finished, painted and maintained in good repair.

6.2 **Minimum Building Size and Height**:

A. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot, which contains less than 2600 square feet of living area; and if the Dwelling contains more than one story, the minimum square footage of living area at grade shall be 2000 square feet. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages.

B. No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point. No other Structure shall exceed twenty-two (22) feet in height, above grade to its highest point, unless the Architectural Review Committee approves the same in writing.

6.3 **Setbacks**: Subject to the requirements of the applicable ordinances of Ada County and the rights of the Architectural Review Committee to approve the site plan for any Building to be constructed upon a Lot:

A. All Dwellings shall be subject to the setbacks set forth in the Architectural Review Guidelines. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

B. All other Structures shall be subject to such setbacks as may be required by the Architectural Review Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

C. For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the Dwelling provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as a part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the Architectural Review Committee.

6.4 **Building Site Subdivision**: A building site shall consist of at least one (1) Lot, or a parcel composed of more than one (1) Lot. No Lot shall be further subdivided after the initial transfer thereof by Declarant. No parcel composed of more than one (1) Lot conveyed for the purpose of constructing a single family dwelling thereon, shall be subdivided or conveyed other than as a single indivisible parcel unless title thereto reverts to Declarant.

6.5 **Fences & Hedges**: Black wrought iron or similar style fencing is required unless otherwise approved by the Architectural Review Committee. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Architectural Review Committee in writing, in advance of construction, as to location, material, design and color.

6.6 **Construction**: During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Dwelling thereon. Declarant or its authorized agents, to facilitate Lot sales, may place a temporary sales office of a portable nature upon any Lot. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.7 **Mining and Drilling**: No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot. No

excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot, unless and only to the extent, such excavation is necessary in connection with the construction of an approved Structure thereon.

6.8 **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:

A. Such animals are not bred or maintained for any commercial purpose.

B. No more than two (2) dogs and two (2) cats may be kept on a Lot.

C. Any such household pets shall be properly restrained and controlled at any time they are within the Property. When such household pets are off an Owner's property, each household pet shall be on a leash. It shall be the obligation of an Owner to control his animals in accordance with the Rules and Regulations from time to time adopted by the Association.

D. Any kennel for animals, which is constructed or maintained on any Lot, shall be; (1) screened from view in a location and of construction approved by the Architectural Review Committee; (2) located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners; and (3) maintained in a clean, odor free and insect free manner.

E. "Household pets" as permitted hereby shall not include livestock, poultry, swine, or waterfowl.

F. Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Violations of this provision may be reported to the proper authorities.

6.9 **Landscaping**: Prior to the completion of construction of the Dwelling upon any Lot, the Owner shall submit a landscaping plan to the Architectural Review Committee for review and approval in accordance with the provisions of the Architectural Review Guidelines. The Owner shall landscape such Lot in conformance with the landscape plan approved by the Architectural Review Committee within ninety (90) days after substantial completion of Dwelling provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Architectural Review Committee (but shall be completed no later than the next May 15th following occupancy). Prior to construction of Improvements, the Owner shall remove weeds and any other material and maintain the Lot in a clean and safe condition free of debris or any hazardous condition.

6.10 **Unsightly Structures, Property or Practices**: No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, the following specific restrictions shall apply:

A. All unsightly facilities, equipment or structures shall be enclosed within approved structures or fully screened from view with approval by the Architectural Review Committee.

B. Basketball backboards or posts shall not be installed without prior approval of the Architectural Review Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or streets and must be kept in an upright position.

C. All refuse, garbage and trash shall be kept at all times in covered reasonably noiseless containers, which shall be kept and maintained, within an enclosed structure or fully screened from view except when necessarily placed for pick up by garbage removal service not to exceed 18 hours in any one (1) week period (Monday through Sunday).

D. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from view in a location and of construction approved by the Architectural Review Committee; and located and maintained in a manner to avoid any endangerment of or nuisance to, adjacent Lot Owners. No lumber, grass, shrubs or tree clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot.

6.11 **Material Storage and Maintenance of Vacant Lots**: No building materials of any kind shall be placed or stored upon a Lot until the Owner is ready and able to commence construction and then such material shall be placed within the property lines of the Lot upon which the Structure is to be erected. Owner shall maintain all vacant lots by, at a minimum, controlling weeds by spraying and/or mowing to keep weeds at no greater than six (6) inches in height and by removing all accumulated trash.

6.12 **Noxious Use of Property**: No portion of the Common Area, any Lot, or any Structure thereon shall be used for the conduct of any trade or business or professional activities. No business or home occupation shall be conducted from any Lot, except that a home office may be maintained provided that such use is not apparent from the exterior of the structure and such use does not generate third party traffic (provided however that this provision shall not restrict Declarant's rights as set forth in Article IV of this Master Declaration). The prohibition of use of any Lot or any Structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any Structure thereon for a daycare, swimming or riding lessons or other similar use, "half-way house", treatment center, nursing home, shelter home or other similar use, including use for the full time care and residence of unrelated physically or mentally handicapped persons. Noxious or undesirable acts or undesirable use of any portion of the Property is prohibited and shall not be permitted or maintained.

6.13 **Boats, Campers and Other Vehicles**: Trailers, travel trailers, pick-up trucks larger than one (1) ton, boats, tractors, campers, utility trailers, recreation vehicles including, but not

limited to, all-terrain vehicles, motorcycles, jet skis, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereinafter "automobiles"). No other use of a garage that prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted. No inoperative vehicle shall be parked or stored at any time within the Property.

A The use of all vehicles, including but not limited to, automobiles, trucks, motorcycles and all-terrain vehicles, shall be prohibited in the Common Area or utility easements within the Property except for the express purpose of maintenance for said Common Area or easements.

B. Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles may be parked on a Lot in the driveway for a period not to exceed 24 hours in duration, nor more than 48 hours in any seven (7) day period, while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. The intent is to allow the Owner to load and/or unload vehicles after use and not for storage of vehicle or use as living quarters.

6.14 **Exterior Antennas**: No exterior radio antennae, television antennae, satellite dish antennae or any other antennae of any type shall be erected or maintained on the Property until the specifications and location is submitted to and approved in writing by the Architectural Review Committee.

6.15 **Signage**: Not more than one (1) realtor sign, one (1) marketing sign and one (1) Builder sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size. In addition, signs may also be allowed as follows:

A. The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area and Common Facilities or upon utility easements of a size and design approved by the Architectural Review Committee. No other signs shall be placed or maintained upon the Common Area.

B. Declarant is entitled to place signs of such size, design and number, as Declarant may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

6.16 **Exterior Lighting**: No exterior lighting shall be installed or maintained on any Lot or structure thereon, which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Review Committee. Dark sky lighting will be required. Dark

sky lighting is designed to direct all exterior lighting toward the ground and away from the sky. All exterior lighting must be approved by the Architectural Review Committee prior to installation.

6.17 **Mail Boxes**: Each Lot shall have a uniform mailbox and support structure, initially installed by Declarant and thereafter maintained in good repair and replaced as needed by Owner. The replacement mailbox and/or post must be the same type and material as the original and must be approved by the Architectural Review Committee prior to installation.

6.18 **Drainage**: Irrigation drain or wastewater may be transmitted only by the irrigation and drainage systems installed by Declarant and operated and maintained by the Association and shall not be permitted to flow in open ditches to or on any Lot.

ARTICLE VII. HOMEOWNER'S ASSOCIATION

7.1 **Formation**: It is contemplated that simultaneously with the execution and recordation of this Declaration, the Association will be incorporated and will adopt Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Master Declaration, the provisions of this Master Declaration shall control.

7.2 **Membership**: Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

7.3 **Voting**: The Association shall have two (2) classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Master Declaration.

A. Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is an Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. The sole Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A membership on the earlier of:

1. When all the Lots have been sold to Owners other than Declarant; or
2. On December 31, 2018.

ARTICLE VIII. COVENANT AND LIEN FOR ASSESSMENTS

The Declarant, for each Lot within the Property, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied hereunder. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) Regular Assessments, and (b) Special Assessments, and (c) Limited Assessments, such assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in this Master Declaration to the contrary, exempt Property shall not be subject to the assessment provided for herein unless a Dwelling is constructed thereon.

8.1 **Regular Assessment**:

A. Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association, and for the performance by the Association of its other duties and responsibilities, including without limitation the operation, maintenance and repair of the Pressurized Irrigation System, the Domestic Water System, the Sanitary Sewer System and the Storm Water Drainage and Retention System. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

B. The Board will compute the amount of the initial Regular Assessment beginning the first day of the month in which the first sale of a Lot occurs (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year. Notwithstanding the foregoing, until construction plans for the initial Dwelling have been reviewed and approved by the Architectural Review Committee in accordance with the provisions of Article IX, the Regular Assessment for each lot shall be $90.00 per month.

8.2 **Special Assessment**: The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

A. **Short Fall Assessment**: In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to, costs of any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or any facility located thereon or an easement area controlled by the

Association; the furnishing of a special service or services (other that those appropriate for a Limited Assessment); attorney's fees and/or litigation costs or other professional fees; any other expenses incurred or to be incurred as provided for in the Master Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of a majority of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

B. **Transfer & Refinance Special Assessment**: Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a special transfer assessment of two hundred dollars ($200.00), which shall be used for general Association purposes.

8.3 **Limited Assessments**. The Association may levy Limited Assessments in the following circumstances:

A. **Maintenance & Repair**: The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvement on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Lot has failed or refused to perform said maintenance or repair after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.

B. **Correction of Violation**: The Association shall have the power to incur expenses for the correction of a violation of this Master Declaration or the Architectural Review Committee Standards and Guidelines on a Lot if the Owner of said Lot has failed or refused to correct such a violation after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such corrective action, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such corrective action or the collection of the Assessment therefore.

C. **Notice**: The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given seven (7) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent *via* first class mail or certified mail to the last known address of such Owner shown on the records of the Association.

8.4 **Personal Obligation**: Each such Assessment, together with interest thereon at the rate specified in Section 8.5, below, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association, and reasonable attorney fees shall also be the personal obligation of the Owner of such property at the time when the Assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

8.5 **Collection of Assessments**: Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of $25.00 per each month (or portion thereof) the payment is late, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall constitute a lien on and against the Lot to which the Assessment pertains upon the filing of a lien in accordance with applicable law. The Board also has the right to discontinue service for irrigation water, domestic water and sewer to any homeowner who is three months in arrears on any regular, special or limited assessments.

A. The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of giving notice and collecting the Regular, Limited or Special Assessments.

B. The Association may:

1. Bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action; or

2. Foreclose the lien against the Lot in the same manner as provided by law as to statutory material men's liens; or

3. Use the enforcement procedures of the Bylaws, if any.

C. In the event of enforced collection of an Assessment, the costs of collection including management and processing fees, as well as reasonable attorney fees, shall be added to the amount of the Assessment for collection.

D. No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

8.6 **Subordination of Liens to Mortgages**: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage, or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such

foreclosure shall not affect the personal liability of the Owner for such Assessments. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

8.7 **Rights of Mortgagees**: Mortgagees shall not be required to collect Assessments on behalf of the Association. The Owner's failure to pay Assessments due to the Association shall not constitute a default under any mortgage affecting the Owner's Lot.

8.8 **Certificate**: Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer or representative of the Association setting forth whether the Assessments on a specified Lot have been paid

ARTICLE IX. ARCHITECTURAL REVIEW

9.1 **Creation of Architectural Review Committee**: In order to protect the quality and value of the homes built on the Property and for the continued protection of the Owners thereof, an Architectural Review Committee is hereby established consisting of three (3) or more members to be appointed by Declarant. So long as the Declarant owns any Lot or parcel within or adjacent to the Property, the Declarant shall have the sole right to appoint and remove all members of the Architectural Review Committee. Thereafter, the members of the Architectural Review Committee shall be appointed or removed by the Board.

9.2 **Approvals Required**: No building, fence, wall, pool, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Review Committee may require (including but not limited to any electrical, heating or cooling systems) shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Master Declaration. In the event the Architectural Review Committee fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Review Committee in such form as it may require, approval will not be required, and this Article will be deemed to have been fully complied with.

9.3 **Rules and Regulations**: The Architectural Review Committee is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Master Declaration with regard to matters requiring the Architectural Review Committee's approval including matters of design, materials, and aesthetic interest.

9.4 **Fees**: The Architectural Review Committee may establish by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and

specifications to the Committee for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Review Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion including inspections which may be required.

9.5 **Waiver**: The approval of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the approval of the Architectural Review Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

9.6 **Variances**: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

9.7 **Liability**: Neither the Architectural Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Review Committee or any members thereof, so long as the Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

9.8 **Review of Exterior Appearance, Walls, Etc.**: The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the Architectural Review Committee shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Review Committee as to color. All open porches and patio roofs shall require the prior approval of the Architectural Review Committee.

9.9 **Building Time Frame.** Once a lot is purchased, there is no building time frame. However, once construction of a home begins, construction must be diligently prosecuted and completed within one year from the date of written architectural approval. The time required to satisfy the conditions of a conditional approval does not extend the time for completion.

ARTICLE X. ENFORCEMENT

10.1 **Authority to Enforce**: The provisions of this Master Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

A. The Board as to all matters;

B. The Declarant so long as it has any retained ownership of any of the Property; and

C. The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

10.2 **Methods of Enforcement**: Subject to the provisions of Paragraph 11.3 hereof, the following methods of enforcement may be utilized:

A. Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.

B. The Association through its agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to Section 9.3 above.

C~~D~~. The Association shall have the authority to assess monetary penalties and temporarily suspend Owners from Association membership rights and privileges including, without limitation, suspension of water usage from the community well, suspension of sewer usage from the community sewer system, curtailment of water from the irrigation system provided that except for late charges, interest, and other penalties for failure to pay as due any Assessments levied by the Association as provided for in this Master Declaration, no such discipline or sanction shall be effective against a Member unless:

1. The Member is given seven (7) days written notice of the proposed discipline or sanction and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of a hearing to be held on the matter, which shall not be less than five (5) days before the effective date of the proposed discipline or sanction.

2. The hearing shall be conducted by the Board or a committee composed of not less than three (3) persons, appointed by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate discipline or sanction until the conclusion of the hearing.

3. Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board.

4. A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable in accordance with applicable law. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

10.3 **Limitations on Enforcement**: The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his Lot, other than the right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this Master Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special, or Limited Assessments duly levied by the Association.

10.4 **Fees and Costs**: The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

10.5 **Failure to Enforce**: Neither the Association nor the Architectural Review Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XI. ANNEXATION

11.1 **Procedure**: Any additional land may be annexed by Declarant without the consent of Members within twenty (20) years of the date of this instrument. Amendment of the Master Declaration to include such Annexed Property, and to subject such Annexed Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Annexed Property and any supplemental covenants, conditions and restrictions applicable thereto, and shall describe

the Common Area and Common Facilities thereof. Upon the recordation of the Supplemental Declaration, the Annexed Property described therein, shall be subject to the terms and provisions of this Master Declaration as though included originally in this Master Declaration, and the definitions of Property, Common Area and Common Facilities shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the Annexed Property shall be subject to all easements, restrictions and reservations set forth in this Master Declaration and shall have the privileges of use of Common Area and Common Facilities, except as otherwise provided herein, and subject to the restrictions and reservations set forth in the Master Declaration as amended and supplemented from time to time.

11.2 **Designation of Common Areas**: Any Common Area and Common Facilities designated by Declarant as such on the Plat of the Annexed Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other Owners of Lots subject to this Master Declaration.

ARTICLE XII. IRRIGATION WATER SYSTEM

12.1 **Irrigation Water Supply System**: All Lots and Common Area to which delivery of irrigation water is feasible in the Declarant's discretion, shall have access to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners, in accordance with the following provisions:

A. Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association. The Association shall regulate the use of water to conserve its availability for Lots and for the Common Area and may, in conjunction with the appropriate irrigation authority, establish a water rotation for the Common Area and each Lot. The irrigation water supplied through the Irrigation Water Supply System is subject to variability and availability from year to year, and generally only from approximately mid-April through mid-October of each year.

B. The Association may contract with a qualified operation and maintenance company or persons to manage the Irrigation Water Supply System for the Association.

C. The Association shall be responsible for the maintenance and repair of the Irrigation Water Supply System up to the stub provided for each Lot. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on a Lot from and beyond the said stub.

D. Water from the Irrigation Water Supply System is non-potable and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the applicable irrigation entity have no control. Each Owner shall be

responsible to insure the irrigation water used on his Lot is not consumed by any person or used for culinary purposes.

E. Any Owner desiring to connect an alternate source of irrigation water to the irrigation system on his Lot shall be responsible for the cost thereof (both for the connection and the water) and have a backflow prevention device installed to prevent the alternate source from being contaminated with non-potable irrigation water, in accordance with applicable law and this Master Declaration.

F. Declarant has reserved to itself all Water Rights appurtenant to the Properties, an adequate supply of which will be conveyed to the Association as each Plat is recorded. Accordingly, no Owner shall have any right, title or interest in any of such water or Water Rights.

12.2 **Easements**:

A. Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns a non-exclusive easement as depicted on the Plat, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of the Pressurized Irrigation Water Supply System.

B. Declarant and the Association have been or shall be granted an easement across Lot 2, Block 1 of the Property for the construction, operation, maintenance, repair and replacement of a pumping station and related facilities for the Irrigation Water Supply System, together with the right of ingress and egress thereto for all purposes consistent with the said easement. The Association shall be responsible for the maintenance, repair and replacement of any improvements located on the said Easement Premises.

C. Declarant and the Association have been or shall be granted a blanket easement across Lot 2, Block 1 and Lot 1, Block 5 of the Property for the installation, maintenance, repair and replacement of underground pipes and distribution lines for the distribution of irrigation water delivered through the Irrigation Water Supply System, together with the right of ingress and egress thereto for all purposes consistent with the said easement. The Association shall be responsible for the maintenance, repair and replacement of any such pipes and distribution lines and shall further be responsible to repair any damages caused to the said Easement Premises in the exercise of the rights described herein.

12.3 **Declarant's Right to Extend the Irrigation Water Supply System**: The Declarant does hereby reserve the right to extend the Irrigation Water Supply System for connection to any additional land which may be developed and annexed pursuant to the provisions of this Declaration, or any other lands in the vicinity of the Property, without the necessity of obtaining approval therefore from the Association, provided that (a) Declarant shall be responsible for all costs of construction and installation of any required facilities and equipment, (b) sufficient capacity exists, or shall be created by Declarant, in the Irrigation Water Supply System for all additional lands to be provided irrigation water therefrom, and (c) the owners of any additional land added to the irrigation water supply system shall be legally obligated to pay to the Association, by contract or otherwise, a reasonable fee or assessment

therefore. It is Declarant's intention that the fee or assessment to be paid by the owners of any such additional lands shall be generally equal to such Owner's proportionate share of the costs and expenses incurred by the Association in the operation and maintenance of the Irrigation Water Supply System based upon the number of acres in the lands to which the Irrigation Water Supply System has been extended. Any agreement made with the owners of any such lands to which the Irrigation Water Supply System has been extended shall include, without limitation, a provision authorizing the Association to disconnect any such lands from the Irrigation Water Supply System in the event the owners thereof have failed or refused to pay the fees or assessments therefore.

ARTICLE XIII. DOMESTIC WATER SUPPLY SYSTEM

13.1 **Domestic Water Supply.** Each Lot shall have access to a domestic water supply system to be constructed by Declarant and owned and operated by the Association. The domestic water supply system is a Public Water System ("PWS") and is regulated by the Idaho Department of Environmental Quality ("DEQ"), and the U.S. Environmental Protection Agency ("EPA"). All Owners to which the domestic water supply system has been extended shall be required to pay the assessment therefore regardless of the actual use of water. The Association shall have the power to refuse to deliver domestic water and to disconnect any Lot from the domestic water supply system in the event the Owner thereof has failed or refused to pay the assessment therefore; provided, however, that the Association shall first have given such Owner ten (10) days advance written notice of its intention to so disconnect that Owner's Lot for failure to have paid such assessment. Cross connection of the domestic water supply system with the irrigation water supply system is strictly regulated in accordance with the provisions of Section 13.3, below.

13.2 **Operation and Maintenance of Domestic Water System.** The Association shall operate, maintain and otherwise manage or provide for the operation, maintenance and management of the domestic water supply system in accordance with the laws of the State of Idaho and all rules and regulations as may be promulgated from time to time by the Association and any governmental agency having jurisdiction thereof and as described in the Operation and Maintenance Manual. The Association shall contract with a qualified water management company, a public utility, or a municipality to provide such operational, maintenance and other management duties as the Association may determine is necessary in order to assure the continued availability of a safe and clean domestic water supply for the Owners. The Association shall have the power to adopt, amend and repeal such rules and regulations as the Association deems reasonable. The Association may govern the use of the domestic water supply system by the Owners, including, without limitation, the adoption of a rotational schedule and limitations on the amount of water available for use on each Lot; provided, however, that the Association rules shall apply equally to all Owners and shall not be inconsistent with this Article. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between such rules and any other provisions of this Article, the provisions of the Association rules shall be deemed superseded by the provisions of this Article to the extent of any such inconsistency. Besides routine operation and maintenance requirements, the Association and Owners should understand the following facts and responsibilities. These requirements are generally described in the Idaho Rules for Public Drinking Water Systems. A copy of these rules and answers to specific questions can be obtained from the DEQ Boise Regional Office at 373-0550.

A. Routine System monitoring is required at frequencies of monthly, yearly and other periods. Some of these tests are expensive and results must be reported to DEQ.

B. The Association should designate a person or persons who will ensure that all responsibilities are met according to the Operation and Maintenance Manual, and directions from the DEQ Boise Regional Office.

C. Association members will be required to contribute to a sinking fund to pay for operation, repair, monitoring, and replacement costs.

D. The Association must either begin routine monitoring immediately, or notify DEQ when ten (10) or more homes are being served by the system. Failure to notify DEQ and begin routine operation and monitoring of the system as required by state and federal requirements could result in liabilities for the Association. Such liabilities could include state or federal enforcement action, or civil liabilities should someone become sick as result of improper system operation.

E. Lead/copper water quality test results must be submitted to DEQ within 15 months after the fifth home is occupied. Five homes must be tested for systems that will eventually serve less than 100 homes. The owner of the water system must obtain permission from homeowners to take tests in the homes. All sampling and correspondence must refer specifically to the public water system numbers and exact name of source tested. Source names should never be changed as that could result in erroneous assumptions by DEQ and EPA that sampling is not being conducted.

F. Owners may not disconnect from the public water system without approval by the Board of Directors of the Association. If a disconnect is allowed, dues must still be paid unless specifically waived by the Board. An Owner can have water service discontinued for failure to pay assessments, conform to cross connection control requirements, etc.

G. The system must be sampled at least once per month for total coliform bacteria and more frequently if contamination is found. Each source must be sampled yearly for nitrate and for a number of other contaminants on a staggered schedule. DEQ will periodically advise the Association of upcoming monitoring requirements.

H. All homeowners shall abide by the cross-connection control program as detailed in Section 13.3, below.

13.3 **Cross-Connection Control Program.** The purpose of this section is to protect the public health of water consumers of the Association by the control of actual and potential cross-connection with the Association's domestic water supply system.

A. **Definitions:** The following are established as definitions for the purposes of this section:

Backflow: The flow, other than the intended direction of flow, of any foreign liquids, gases or substances in the distribution system of a public water supply.

Backflow Prevention Device: A device to counteract back pressure or prevent back siphonage.

Contamination: The entry into or presence in a public water supply of any substance which may be deleterious to the health or quality of water.

Cross Connection: Any physical arrangement whereby a public water system supply is connected, directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquids of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow.

Public Water Supply: Any system or water supply intended or used for human consumption or other domestic uses, including source, treatment, storage, transmission and distribution facilities, where water is furnished to any collection or number of individuals or is made available to the public for human consumption or domestic use.

President: The President of the Association.

B. **Cross-Connections.** No water service connection to any Lot or other premises ("Premises") shall be installed or maintained where a cross-connection is known to exist or has not been expeditiously removed or a backflow prevention device installed. The installation or maintenance of a cross-connection which will endanger the water quality of the potable water supply of the Association shall be unlawful and is hereby prohibited. Any such cross-connection now existing or hereafter installed is hereby prohibited. Any such cross-connection now existing or hereafter installed is hereby declared to be a public nuisance and the same shall be abated. The control or elimination of cross-connections shall be in accordance with this section and the rules and regulations of the Idaho Department of Environmental Quality, together with the latest edition of appropriate manuals of standard practice pertaining to cross-connection control, approved by the Director of the Idaho Department of Environmental Quality. The Association may adopt rules and regulations as necessary to carry out the provisions of this section.

C. **Use of Backflow Prevention Devices.**

1. Backflow prevention devices shall be installed at the service connection or within any Premises where cross-connection are known to occur where toxic or hazardous materials are handled such that should backflow or back siphonage occur, a health hazard may result.

2. Those facilities requiring cross-connection control include, but are not limited to the following:

(a) Premises having an auxiliary water supply, unless the quality of the auxiliary supply is acceptable to the Association;

(b) Premises having internal cross-connections that are not correctable, or intricate plumbing arrangements, which make it impracticable to ascertain whether or not cross-connections exist.

(c) Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice that cross-connections do not exist.

(d) Premises having a repeated history of cross-connections being established or re-established.

(e) Premises on which any substance is handled under pressure so as to permit entry into the public water system or where a cross-connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters.

(f) Premises having pumps or pumping device, which may affect the pressure within any line connected to the public water system.

(g) Premises where materials of a toxic or hazardous nature are handled in such a manner that if back siphonage should occur a serious health hazard might result.

(h) Other Premises as determined by the Association or the rules established by the State of Idaho, where backflow prevention devices are required to protect the public water supply.

3. The President or its designee shall make annual inspections of the above facilities to locate any cross-connections and shall require that they be eliminated.

D. **Type of Backflow Prevention Devices Required.** When a backflow prevention device is required on a service line, the type of backflow prevention device shall be commensurate with the degree of hazard and the availability of qualified maintenance services:

1. In cases where annual testing and repair of mechanical devices is not possible, an air gap separation shall be required.

2. An air gap separation or reduced pressure principle backflow prevention device shall be required where the water system may be contaminated with sewage or other hazardous or toxic substances which may have an effect on the health of the consumer.

3. A double check valve assembly, an air gap separation or a reduced pressure principle backflow prevention device shall be installed where the water system may be contaminated with a substance which maybe aesthetically objectionable, but not hazardous to the health of the consumer. Approved double check valves or reduced pressure principle backflow prevention devices shall successfully pass performance tests of the University of Southern California Engineering Center or other testing laboratories satisfactory to the Director of the Idaho Department of Environmental Quality.

E. **Installation of Backflow Prevention Devices.** Backflow prevention devices required by this section shall be installed at the meter, at the property line of the Premises where meters are not used or at a location designated by the President or its designee. The device shall be located so as to be readily accessible for maintenance and testing. No part of the device shall be submerged. All such devices shall be installed under the supervision of the President or its designee.

F. **Inspection of Backflow Prevention Devices.**

1. Backflow prevention devices installed pursuant to this section shall be inspected and tested annually by a licensed, American Waterworks Association certified tester, or more often if deemed necessary by the Association, all at the Owner's expense, and in any of the following cases:

a. The plumbing in the facility is so complex or variable that it is not possible to assure through periodic inspections that cross-connections do not exist.

b. Entrance to the facility to inspect for cross-connections is denied.

c. Cross-connections are known to exist in a facility and have not been eliminated.

2. When any device is found to be defective, the device shall be repaired or replaced at the Owner's expense.

3. The failure of any Owner to cooperate in the installation, maintenance, testing or inspection of backflow prevention devices as required by this section and State rules and

regulations shall be grounds for the termination of water service to the Premises or, in the alternative, the installation of an air gap separation at the Owner's expense.

G. **Underground Sprinkling Systems.** No underground sprinkling device will be installed without adequate backflow prevention device at the point from which the water for irrigation is taken from the public water supply. The atmospheric and pressure vacuum breakers, when properly installed, are preferred as backflow protection on irrigation systems. These devices, however, are not adequate protection in areas where they are subject to flooding or backpressure. In the situation where there is a possibility of flooding the device or of backpressure, as determined by the President or his designee, an internally loaded double check valve assembly will be required. A reduced pressure backflow device or an air gap separation shall be used in all cases where fertilizer or herbicides are injected into the sprinkler system.

H. **New Construction.** Association water service shall not be connected or provided to any newly constructed premises until the same has been inspected by the President or his designee for possible cross-connections and approved as being free from the same, or if the installation of a backflow prevention device is determined to be necessary, until the same has been properly installed, is in good working order and has been approved by the President or his designee.

I. **Additional Remedies.** In the event an improper cross-connection is not corrected within the time limit set by the Association, or in the event the Association is refused access to any property for the purpose of determining whether or not cross-connections exist, delivery of water to the property shall cease until the deficiency is corrected to the Association's satisfaction. In addition, the Association may effect the necessary repairs or modifications at the expense of the Owner and refuse delivery of water to the Owner's Lot until the cost thereof shall have been paid.

J. **Permits Required.** A permit shall be obtained from the State Plumbing Inspector for the installation of all backflow prevention devices installed pursuant to this document. In addition to the usual permit, all backflow prevention devices shall be inspected and approved by the State.

13.4 **Delivery of Domestic Water.** The Association shall make domestic water available to each Lot during such time as the domestic water is available for distribution. The Association shall have no obligation to furnish water other than that available to the Association for distribution pursuant to the water rights, if any, held by or made available to the Association for the benefit of the Properties. The Association shall be responsible to deliver water to each Lot and it shall be the responsibility of each Owner to create, construct, operate and maintain the water delivery system internal to such Owner's Lot.

13.5 **Easements For Domestic Water Supply System.**

A. Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the domestic water supply system and related wells,

pumps, pipes, and any other conveying apparatus in the streets and other easement areas as are depicted on the Plat, together with the right of ingress to and egress from the said easement areas over and across the privately owned property of Owners to perform maintenance upon the well, pump, pipes and other conveying apparatus comprising the domestic water supply system together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

B. Declarant and the Association have been or shall be granted a blanket easement across Lot 2, Block 1 and Lot 1, Block 5 of the Property for the installation, maintenance, repair and replacement of underground pipes and distribution lines for the distribution of water delivered through the Domestic Water Supply System, together with the right of ingress and egress thereto for all purposes consistent with the said easement. The Association shall be responsible for the maintenance, repair and replacement of the underground pipes and water lines and shall repair any damage caused to the said Easement Premises in the exercise of the rights described herein.

13.6 **Declarant's Right to Extend the Domestic Water Supply System.** The Declarant does hereby reserve the right to extend the domestic water supply system for connection to any additional land which may be developed and annexed pursuant to the provisions of this Declaration, or any other lands in the vicinity of the Property, without the necessity of obtaining approval therefore from the Association, provided that (a) Declarant shall be responsible for all costs of construction and installation of any required facilities and equipment, (b) sufficient capacity exists, or shall be created by Declarant, in the domestic water supply system for all additional lands to be provided domestic water therefrom, and (c) the owners of any additional land added to the domestic water supply system shall be legally obligated to pay to the Association, by contract or otherwise, a reasonable fee or assessment therefore. It is Declarant's intention that the fee or assessment to be paid by the owners of any such additional lands shall be generally equal to such Owner's proportionate share of the costs and expenses incurred by the Association in the operation and maintenance of the domestic water supply system based upon the anticipated or actual usage of water from the domestic water supply system. Any agreement made with the owners of any such lands to which the domestic water supply system has been extended shall include, without limitation, a provision authorizing the Association to disconnect any such lands from the domestic water supply system in the event the owners thereof have failed or refused to pay the fees or assessments therefore.

13.6.1 **Extension of Domestic Water Supply System to Golf Course and Adjacent Property**. In furtherance of the foregoing, the Declarant does hereby declare that the Domestic Water Supply System has now or shall be extended to provide domestic water supply to the Golf Course and related facilities, including the clubhouse facilities, constructed or to be constructed and located on Lot 2, Block 1 and Lot 1, Block 5 and has been or shall be further extended to provide a Domestic Water Supply System to the buildings and facilities located on that certain real property located in Ada County, Idaho, more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Winery Property"). The Owners of the Golf Course and Winery Property shall be responsible, at their own cost and expense, for the maintenance, repair and replacement of any distribution pipes or lines

exclusively serving their Properties, the Association having no responsibility therefore. Subject to the right of the Declarant or the Association to adjust the same based upon actual usage and/or a change in operations on the Golf Course or the Winery Property, the Owner of the Golf Course shall be obligated to pay the Association as consideration for the delivery of water to the Golf Course from the Domestic Water Supply System, a sum equal to two times the assessment allocated to each building Lot for the operation, maintenance, repair and replacement (together with a reasonable reserve therefore) of the Domestic Water Supply System and the Owner of the Winery Property shall be obligated to pay to the Association, as consideration for the delivery of water to the Winery Property from the Domestic Water Supply System, a sum equal to three times the assessment allocated to each building Lot for the operation, maintenance, repair and replacement (together with a reasonable reserve therefore) of the Domestic Water Supply System. The Association shall deliver to the Owner of the Golf Course and the Owner of the Winery Property, within a reasonable time after the end of each fiscal year, a statement setting forth the dollar amount of each Owner's share of the costs for the operation, maintenance, repair and replacement of the Domestic Water Supply System, together with documents supporting the same if requested. The Owners of the Golf Course and the Winery Property shall pay the said amount within thirty (30) days after receipt of the statement and any requested supporting documentation. Any amounts which remain unpaid after the due date thereof shall bear interest in the amount of twelve percent (12%) per annum. The obligations of the Owners of the Golf Course and Winery Property has been or shall be set forth in a more specific agreement entered into between the Declarant and such Owners.

13.7 **Conveyance of Domestic Water Supply System**: Title to the domestic water supply system, including the pump house, wells, pumps, pipes, and any other conveyancing apparatus and facilities shall be retained by Declarant until transferred to the Association. Such transfer shall be made "as is", without warranty, and without consideration therefore. The Association shall not be permitted to refuse to accept the same. Nothing contained in this Section shall be construed to limit the duty of the Association to operate, maintain and otherwise manage the Domestic Water Supply System.

13.8 **Violations and Penalties.** Any person who violates any provisions of this Article or any rules and regulations adopted pursuant to this Article by the Association shall be subject to the penalties as established by the Association.

13.9 **Severability**. If any one or more sections, subsections or sentences of this Article are for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Article and the same shall remain in full force and effect.

ARTICLE XIV: SEWER SYSTEMS

14.1 **Sanitary Sewer Service.** Each Lot shall have access to a community alternative sewer system to be constructed by Declarant and owned and operated by the Association in accordance with the requirements of the governmental entities having jurisdiction thereof, including without limitation the Central District Health Department, the Idaho Department of Environmental Quality and the United States Environmental Protection Agency. The Association shall have the right to adopt reasonable rules regarding the use of the sanitary sewer system, including but not limited to limitations

on the nature of the effluent delivered into the sanitary sewer system. The following general precautions shall be followed by Owners utilizing the sanitary sewer system:

A. Laundry wash shall not comprise more than fifteen to twenty percent (15%-20%) of the total daily waste flow;

B. Non-biodegradable materials (sanitary napkins, applicators, diapers, plastic or rubber goods, cigarettes, hair, etc.) shall be placed in the garbage and not introduced into the sewer system;

C. Chemicals such as acid, caustic cleaners, gasoline, oil, turpentine, photo developing fluids, etc. shall not be introduced into the sewer system;

D. Disposal of cleaning disinfectants and chlorine bleaches shall be kept within the parameters of normal domestic use;

E. Owners shall use low suds, biodegradable detergents.

14.2 **Maintenance Obligations**. The Association shall be responsible for the maintenance and repair of the sanitary sewer system up to the stub provided for each Lot. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing the service line extending from the dwelling constructed on their Lot to its point of connection to the sanitary sewer system. Declarant and the Association shall be permitted to enter into a contract with a qualified sanitary sewer system management and maintenance entity for the management and maintenance of the sanitary sewer system. The Association shall have no liability for any temporary interruptions in sewer service so long as necessary repairs are made in a reasonably prompt manner.

14.2.1 **Shared Treatment and Pumping Facility**. The Sanitary Sewer Treatment Facility will be located on Lot 1, Block 1 in a building designed to contain both the treatment facility and the irrigation water pumping station for the Golf Course. Declarant does hereby grant to the Owner of the Golf Course an easement for the operation, maintenance and repair of a pumping station for the irrigation water system supplying the Golf Course, together with the right of ingress and egress thereto for all purposes consistent therewith. The building in which the treatment facility and irrigation pumping station is contained shall be owned and maintained by the Association; provided, however, that the Owner of the Golf Course shall pay to the Association one-half (1/2) of the costs incurred by the Association for the maintenance and repair thereof, including any required capital improvements made thereto. The Association shall deliver to the Owner of the Golf Course, within a reasonable time after the end of each fiscal year, a statement setting forth the dollar amount of the Golf Course Owner's share of the costs for the maintenance and repair of the shared building with documents applying the same, if requested. The Owner of the Golf Course shall pay the said amount within thirty (30) days after receipt of this statement and any requested supporting documentation. Any amounts which remain unpaid after the due date thereof shall bear interest in the amount of twelve percent (12%) per annum. The obligations of the Owner of the Golf Course as summarized herein shall be set forth in a more specific agreement which has been entered or shall be entered into between the Declarant and such Owner.

14.3 **Easement for Sanitary Sewer System**. Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the Sanitary Sewer System and related facilities, including without limitation ponds, pumps, pipes and any other conveyancing

apparatus in the utility easement areas as are depicted on the Plat, together with the right of ingress to and egress from the Easement Premises over and across the privately owned property of Owners to perform maintenance thereon.

A. Declarant and the Association have been or shall be granted a blanket easement across Lot 2, Block 1 and Lot 1, Block 5 for the installation, maintenance, repair and replacement of underground pipelines for the collection and conveyance of effluent to be delivered to the treatment facility located on Lot 1, Block 1, together with the right of ingress and egress thereto for all purposes consistent with the said easement. The Association shall be responsible for the maintenance, repair and replacement of the said underground pipelines and shall repair any damage caused to the said Easement Premises in the exercise of the rights described herein.

B. Declarant and the Association have been or shall be granted an easement for the purpose of draining effluent from the Sanitary Sewer System into the pond located on Lot 2, Block 1, together with the right of ingress and egress thereto for all purposes consistent with the said easement. The Owner of Lot 2, Block 1 shall be responsible for the maintenance and repair of the said pond; provided, however, that the Association shall be responsible for the repair of any damages caused as a result of any negligent or intentional misconduct by the Association or its agents, employees or contractors and further provided that the Association shall be responsible for the cost of any soils and water monitoring or testing which is necessitated by reason of the discharge of effluent into the pond and the use thereof for irrigation of the Golf Course.

14.4 **Declarant's Right to Extend the Sanitary Sewer System**. The Declarant does hereby reserve the right to extend the sanitary sewer system for connection to any additional land which may be developed and annexed pursuant to the provisions of this Declaration, or any other lands in the vicinity of the Property, without the necessity of obtaining approval therefore from the Association, provided that (a) Declarant shall be responsible for all costs of construction and installation of any required facilities and equipment, (b) sufficient capacity exists, or shall be created by Declarant, in the sanitary sewer system for all additional lands to be provided sanitary sewer service there from, and (c) the owners of any additional land added to the sanitary sewer system shall be legally obligated to pay to the Association, by contract or otherwise, a reasonable fee or assessment therefore. It is Declarant's intention that the fee or assessment to be paid by the owners of any such additional lands shall be generally equal to such Owner's proportionate share of the costs and expenses incurred by the Association in the operation and maintenance of the sanitary sewer system based upon the anticipated or actual usage of water from the sanitary sewer system. Any agreement made with the owners of any such lands to which the sanitary sewer system has been extended shall include, without limitation, a provision authorizing the Association to disconnect any such lands from the sanitary sewer system in the event the owners thereof have failed or refused to pay the fees or assessments therefore.

14.4.1 **Extension of Sanitary Sewer System to Golf Course and Adjacent Property**. In furtherance of the foregoing, the Declarant does hereby declare that the Sanitary Sewer System has now or shall be extended to provide sanitary sewer service to the Golf Course and related facilities, including the clubhouse facilities, constructed or to be constructed and located on Lot 2, Block 2 and Lot 1, Block 5 and has been or shall be further extended to provide a sanitary sewer to the buildings and facilities located on that certain real property located in Ada County, Idaho, more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Winery Property"). The Owners of the

Golf Course and Winery Property shall be responsible, at their own cost and expense, for the maintenance, repair and replacement of any distribution pipes or lines exclusively serving their Properties, the Association having no responsibility therefore. Subject to the right of the Declarant or the Association to adjust the same based upon actual usage and/or a change in operations on the Golf Course or the Winery Property, the Owner of the Golf Course shall be obligated to pay the Association as consideration for the provision of sanitary sewer service to the Golf Course from the Sanitary Sewer System, a sum equal to two times the assessment allocated to each building Lot for the operation, maintenance, repair and replacement (together with a reasonable reserve therefore) of the Sanitary Sewer System and the Owner of the Winery Property shall be obligated to pay to the Association, as consideration for the provision of sanitary sewer service to the Winery Property from the Sanitary Sewer System, a sum equal to three times the assessment allocated to each building Lot for the operation, maintenance, repair and replacement (together with a reasonable reserve therefore) of the Sanitary Sewer System. The Association shall deliver to the Owner of the Golf Course and the Owner of the Winery Property, within a reasonable time after the end of each fiscal year, a statement setting forth the dollar amount of each Owner's share of the costs for the operation, maintenance, repair and replacement of the Sanitary Sewer System, together with documents supporting the same if requested. The Owners of the Golf Course and the Winery Property shall pay the said amount within thirty (30) days after receipt of the statement and any requested supporting documentation. Any amounts which remain unpaid after the due date thereof shall bear interest in the amount of twelve percent (12%) per annum. The obligations of the Owners of the Golf Course and Winery Property has been or shall be set forth in a more specific agreement entered into between the Declarant and such Owners.

14.5 **Conveyance of Sanitary Sewer System**. Title to the Sanitary Sewer System, including the treatment facility, pumps, pipes and any other equipment shall be retained by Declarant until transferred to the Association. Such transfer shall be made "as is", without warranty, and without consideration therefore. The Association shall not be permitted to refuse to accept the same. Nothing contained in this Section shall be construed to limit the duty of the Association to operate, maintain and otherwise manage the Sanitary Sewer System.

ARTICLE XV: STORM WATER DRAINAGE AND RETENTION SYSTEM

15.1 **Ada County Highway District Storm Water and Drainage Easement**: Ada County Highway District (ACHD) has been granted, by separate instruments, storm water drainage, overflow and retention easements over those portions of the Properties as are depicted on the Plat, or as described in separate instruments, on which Declarant shall have constructed storm water drainage and retention swales ("Swales") to be maintained as set forth herein. The said easements include the right to construct, install, maintain and replace such Swales, together with the right of access thereto for all purposes consistent with the grant of easement.

15.2 **Storm Water and Drainage Easement Area Restrictions**. The drainage easement areas described in this Article shall be improved with Swales in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, decorative rock, shrubs and grass) may be placed or installed therein, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD or interfere with the proper operation of the Swales. In the event any such improvements are placed or installed in the said easement areas, ACHD shall have no responsibility or liability for any

fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the Swales;

B. Collection and disposal of any and all trash and debris found in and around the easement areas; and

C. Periodic inspection of the bottom of the Swales for the accumulation of sediment or organics

of organics,

15.4 **Owner's Failure to Maintain; Ada County Highway District Remedies**. In the event that ACHD determines in its sole discretion, that any Owners are not adequately maintaining the Swales, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event such Owners shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake

damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

15.3 **Operation and Maintenance of Storm Water Drainage and Retention Swales.** The Owner of the Lot on which any Swale is located shall provide all "light" maintenance thereto. Required maintenance shall include, but not be limited to the following:

A. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the Swales;

B. Collection and disposal of any and all trash and debris found in and around the easement areas; and

C. Periodic inspection of the bottom of the Swales for the accumulation of sediment or organics,

15.4 **Owner's Failure to Maintain; Ada County Highway District Remedies**. In the event that ACHD determines in its sole discretion, that any Owners are not adequately maintaining the Swales, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event such Owners shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion easement area to perform such maintenance and inspection of the Swales. Should ACHD engage in maintenance of the Swales after having provided the required notice to such Owners and having provided such Owner an opportunity to undertake said maintenance, ACHD shall first bill such Owners for the cost of the said maintenance and, if said bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against such Owners with the power of sale in order to secure any and all assessments levied against such Lots pursuant to this Declaration as if the said maintenance had been performed by such Owners, together with interest thereon at the rate which accrues on judgments and all costs of collection which may be paid or incurred by ACHD. All Owners, by accepting title to a Lot, agree that all Owners are benefited property owners of such maintenance.

15.5 **Heavy Maintenance of Swales.** ACHD shall perform the "heavy" maintenance of the Swales which said "heavy" maintenance consists of periodically inspecting the same to insure they are functioning properly, cleaning out any facility piping, and mucking out the facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation, maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may depicted on the Plat.

ARTICLE XVI: HIGH SPEED INTERNET ACCESS

16.1 Each Lot shall have access to a High Speed Internet Access System, the infrastructure for which has been installed for Declarant by and shall be owned and operated by, Bitsmart, Inc., consisting of the required cabling from a distribution point within the Property to each Lot, as well as a customer premise equipment box for each dwelling. Each Owner shall be responsible for the installation, maintenance and repair of data/telephone lines from the point of connection to the Bitsmart, Inc. operated system to and within each dwelling. Bitsmart, Inc. shall be responsible for the operation, maintenance, repair and replacement for the customer premise equipment box, all lines running from the box to the distribution point within the Property and any other facilities and equipment required in order to provide the High Speed Internet Access to the Property. Neither Declarant nor the Association shall have any liability for temporary interruptions of service nor shall the Declarant or the Association be deemed to have guaranteed that such service shall be at all times available.

16.2 Fees. Each original Owner shall be required to pay a one time hookup and infrastructure fee of $400.00 to BitSmart, Inc., payment of which is required prior to service connection. Thereafter, the monthly access fee shall be incorporated into the regular assessment levied by the Association. All Owners to which the High Speed Internet Access System has been extended shall be required to pay the assessment therefore regardless of the actual use of the System.

16.3 **Easement**. Declarant reserves for itself, the Association and BitSmart, Inc. and its successors and assigns a permanent easement for the construction, maintenance, repair and replacement of the High Speed Internet Access System and all related facilities, cables, wires and any other apparatus in the utility easement areas as depicted on the Plat, together with the right of ingress to and egress from the Easement Premises over and across the privately owned property of Owners to perform maintenance and repairs thereon; provided that any damage caused to the said Easement Premises in the exercise of the rights described herein shall be repaired by the party performing such maintenance, repairs and replacements.

ARTICLE XVII: GOLF COURSE AND CLUBHOUSE FACILITIES

17.1 **Disclaimer**. ALL PRESENT AND FUTURE OWNERS, OCCUPANTS AND OTHER PERSONS AT ANY TIME PRESENT UPON OR HOLDING ANY INTEREST IN THE PROPERTY OR ANY PORTION OR LOT THEREOF HEREBY ACKNOWLEDGE AND AGREE THAT THEY ARE FULLY AWARE OF THE FACT THAT THE ACQUISITIONS OF PROPERTY ADJACENT TO OR IN THE VICINITY OF A GOLF COURSE HAS CERTAIN RISKS, INCLUDING THE RISK THAT FROM TIME TO TIME GOLF BALLS FROM THE GOLF COURSE MAY ENTER UPON OTHER PORTIONS OF THE PROPERTY AND DO DAMAGE TO PERSONS AND PROPERTY. ALL SUCH PERSONS ARE HEREBY ADVISED THAT THE GOLF COURSE HAS BEEN DESIGNED WITH LIMITED BUFFERS BETWEEN PLAYING AREAS, ADJOINING ROADWAYS AND RESIDENTIAL PROPERTIES, AND ALL SUCH PERSONS HEREBY EXPRESSLY ASSUME SUCH RISK AND ACKNOWLEDGE AND AGREE THAT NO CLAIM FOR ANY HARM, DAMAGE OR INJURY OF ANY KIND CAUSED OR OCCASIONED BY GOLF BALLS OR ANY OTHER HAZARD ASSOCIATED WITH THE MAINTENANCE, OPERATION AND USE OF THE GOLF COURSE OR TO

ENJOIN THE SAME SHALL BE MADE AGAINST THE DECLARANT, RIVER BIRCH LLC, THE DESIGNERS, THE OWNER OR OPERATOR OF SUCH GOLF COURSE, OR ANY PLAYERS THEREON OR MEMBERS, THEIR INVITED GUESTS OR ANY OTHER OWNER OR OTHER PERSON.

17.2 **No Warranties**. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other Person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to a "private ownership" club or similar arrangement; (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees, or independent contractors of the Declarant; and (d) the cessation of the use of the Golf Course facilities as a functioning golf course and its conversion to a different use. No consent of the Association or any Owners shall be required to effectuate such transfer or conversion.

17.3 **Golf Course**. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Golf Course.

17.4 **Golf Course Layout**. Neither the Declarant, the Association nor the owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. The owner of the Golf Course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

17.5 **Approval**. In recognition of the fact that the provisions of these paragraphs are for the benefit of the owner of the Golf Course, no amendment to this section, and no amendment in derogation or any rights reserved or granted to the owner of the Golf Course by other provisions of this Declaration may be made without the written approval of the owner of the Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

17.6 **Cooperation**. It is Declarant's intention that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Property and the Golf Course. Each shall reasonably assist the other in upholding the high quality of the overall project. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course.

ARTICLE XVIII: GOLF COURSE EASEMENTS

18.1 The Lots and any Common Areas immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for over spray of water from any irrigation system serving the Golf Course, as well as for any chemicals, fertilizers, insecticides and other substances which may be applied to the Golf Course but which may impact the Lots and any Common Areas. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

18.2 The owner of the Golf Course and it's successors and assigns, shall have a perpetual easement of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of the Golf Course.

18.3 Every Lot and the Common Areas shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property and the Golf Course; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property.

18.4 The Declarant hereby further reserves for itself and for the benefit of the Owner of the Golf Course and its successors and assigns, the following described easements:

18.4.1 All golf cart path easements, private roads and ingress and egress easements designated as such on a Plat or Plats of the Parcel which shall be used as golf cart paths, pedestrian walkways, maintenance and vehicle access, and unhindered access between the Property and the Golf Course. Nothing shall be placed or maintained in any golf cart path easement, which shall interfere with utilization thereof as a playable part of the Golf Course.

18.4.2 The right to utilize the Common Areas and Golf Course easement areas for temporary, above-ground utility lines for use solely in conjunction with tournaments and special events on the Golf Course Facilities. Such use shall not interfere with or damage the primary use of the areas so affected and the utility lines and installations shall be removed, and all damage repaired promptly upon conclusion of each such tournament and special event.

18.4.3 Declarant reserves the right to grant or deed such other easement rights to the owner of the Golf Course and to impose such additional restrictions on the Golf Course easement areas at that time and from time to time as may be reasonably required to effectuate the purposes of the foregoing easements. The reservation of the foregoing easements is made for the benefit of Declarant, the owner of the Golf Course and its successors and assigns, and the members and invited guests or any golf club associated with the Golf Course, and for associated maintenance and service personnel, for golf course and related recreational purposes.

ARTICLE XIX. ADDITIONAL EASEMENTS

19.1 **Common Area Easements**. Declarant reserves to itself and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas, for purposes including but not limited to streets, paths, walkways. drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of the project for the best interest of all the Owners and the Association, in order to serve all the Owners within the project as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, rights of ingress and egress, and exclusions convenient or necessary for the use and operation of any other property of the Declarant, as long as it does not materially hamper the enjoyment of the Property, as built or expanded, by the Owners. In addition, Declarant reserves to it and its successors and assigns the right of ingress and egress through streets, Common Areas, easement areas, paths and walkways and for the purpose of construction, maintenance and operation of commercial or residential areas located inside or outside the Property including, but not limited to, offices, shopping centers, resort complexes and for the purpose of installation and maintenance of utilities to serve these projects.

19.2 **Reference**. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

19.3 **Water**. Declarant reserves the right to collect, use and appropriate all underground and percolating water, both tributary and non-tributary, within and under the Property, together with easements to construct, maintain, replace and repair tiles, drains, lines and pipes at appropriate locations for collection and carrying underground or percolating water.

19.4 **Declarant Easements**. Declarant hereby reserves a blanket easement upon, over, across and under the Property (other than inside any Lot) for the purpose of ingress to and egress from any portion of the Property for the purpose of development and construction of improvements on any portion of the Property or Annexation Property and for the purpose of extending to or within any portion of the Property all utilities referred to in this Article and for the purpose of developing, advertising and selling any Lot on the Property.

ARTICLE XX: INSURANCE AND BOND

20.1. **Required Insurance**: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area and Common Facilities providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in

construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Dwellings, coverage shall be for at least $1,000,000 per occurrence, for personal injury and/or property damage.

C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

20.2. **Optional Insurance**: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Review Committee and other committees, as may be appointed from time to time by the Board in such amount as may be reasonable on the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

20.3. **Additional Provisions**: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of any state or federal regulatory agency having jurisdiction thereof.

ARTICLE XXI. GENERAL PROVISIONS

21.1 **Severability**: Invalidation of any provision of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

21.2 **Amendment**: The easements, covenants, conditions, and restrictions of this Master Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Master Declaration, other than the easements granted or reserved herein and any and all rights granted to or reserved by Declarant herein, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than fifty percent (50%) of the votes of membership in the Association and thereafter by a document signed and acknowledged by the Owners representing not less than sixty six and two thirds percent (66 2/3%) of the votes of membership in the Association. Amendment to any easement reserved or granted herein shall not be effective unless, in addition to approval by Owners representing the requisite votes of membership in the Association as set forth herein, such amendment is also contained in a written instrument signed and acknowledged by all persons and entities having any rights therein; and for so long as Declarant owns any portion of the Property, no amendment to any right granted to or reserved by Declarant shall be effective unless, in addition to approval by Owners representing the requisite votes of membership in the Association as set forth herein, such amendment is contained in a written instrument signed and acknowledged by Declarant or its successors or assigns. No amendment to the Declaration shall be effective until recorded.

IN WITNESS WHEREOF, THE undersigned DECLARANT executes this DECLARATION this 31 day of Dec, 2003.

BEACON LLC
An Idaho Limited Liability Company

By M L Kauffman Mgr member

Attest:

Gabrielle Brandy

STATE OF IDAHO)
:ss.
County of Ada)

On this 31st day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared M L Kauffman, known or identified to me to be the Managing Member of BEACON LLC who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

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

Paula Thomas

NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 11-10-04

PAULA THOMAS
NOTARY PUBLIC
STATE OF IDAHO