

RECEIVED

FEB 25 2013

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Coast 2 Coast, LLC, hereby assign to Laguna Pointe Homeowners' Association, Inc.Current owner(s)
of, c/o Tim Dublin, 7154 W. State Street, #199, Boise, ID 83714New owner(s)
(208) 921-8588

New owner's address including city, state and ZIP

Phone

All my right, title, and interest in and to Permit No(s): WP 63-32229 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ No
 Place of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

The new owner is the association of homeowners in Laguna Pointe Subdivision and will hold the water rights for the benefit of its members. Access to the point of diversion on land currently owned by the City of Boise will not be restricted by this assignment.

Dated this 23 day of JANUARY, 2013.

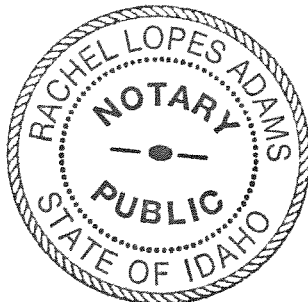
CRESTON THORP MARGIE MEMBER
 Permit holder Title (if applicable)

Permit holder Title (if applicable)

State of Idaho)

County of Ada)ssOn this 23rd day of January, 2013 personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: Oct 20, 2015

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 04/19/07 01:45 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Wilson & McColl

AMOUNT 162.00 54



107055600



***RESTATED AND AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE COAST TO COAST
SUBDIVISION***

This Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Coast to Coast Subdivision supersede, amend in its entirety, and restate that certain Declaration of Covenants, Conditions and Restrictions of the Coast to Coast Subdivision, recorded October 6, 2006, Ada County Recorder's Office, as Instrument No. 106159438.

Final: 4/16/07

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS	2
ARTICLE 2: PURPOSE	8
ARTICLE 3: PROPERTY USE RESTRICTIONS	8
3.1 Use.....	9
3.2 Leasing Restrictions.....	9
3.3 Subdivision.....	9
3.4 Animals	9
3.5 Trash.....	9
3.6 Hazardous Activities	10
3.7 Boise City Public Works	10
3.8 Wildlife.....	10
3.9 Parking and Vehicle Storage	10
3.10 Motorized Watercrafts Prohibited	11
3.11 Commercial Use Prohibited.....	11
3.12 Commercial Lot Use Limitation.....	11
(a) Concept Plan.....	11
(b) Noise Restrictions.....	12
(c) Signage	12
3.13 No Offensive Use	13
3.14 Sewer Restrictions.....	13
3.15 Drainage Restrictions	13
3.16 Storm Water Drainage Facilities	13
3.17 Wetland Areas and Lakebanks.....	13
ARTICLE 4: EASEMENTS	14
4.1 Greenbelt Easement.....	14
4.2 Ingress and Egress Easements on Private Streets	14
4.3 Public Utility Easements.....	14
4.4 Lake Laguna Easement	14
4.5 Pressurized Irrigation System Easement	15
4.6 Drainage Easement.....	15
4.7 Roadside Swales	15
4.8 Lake Access Easement	15
4.9 Gravity Irrigation Ditch Easement	15
4.10 Flood Plain Connection System Easement	15
4.11 Pipeline Easement.....	16
ARTICLE 5: BUILDING RESTRICTIONS.....	16
5.1 Plans	16
5.2 Remodeling/Renovations.....	16
5.3 Drainage/Grading	16
5.4 Repair of Damage/Compliance Deposit	16
5.5 Pre-Built Homes	17
5.6 Building Envelopes	17
5.7 Elevation Restrictions	18
5.8 Height Restriction	18
5.9 Dwelling Size	18
5.10 Garages.....	18

5.11 Basements	18
5.12 Antennae	18
5.13 Service Facilities.....	19
5.14 Exterior Energy Devices	19
5.15 Lighting.....	19
5.16 Roofs	19
5.17 Maintenance.....	19
5.18 Exterior Materials and Colors.....	20
5.19 Signs.....	20
5.20 Construction Time Frame	21
5.21 Storage Facilities and Equipment.....	21
5.22 Swimming Pools.....	21
5.23 Fences and Walls	21
5.24 Landscaping.....	22
5.25 Mailboxes.....	23
5.26 Utilities	23
5.27 Docks	23
ARTICLE 6: COMMON AREAS AND FACILITIES	23
6.1 Purpose	23
6.2 Owner's Enjoyment of Common Areas.....	23
(a) Entry Lots	24
(b) Pathway	24
(c) Recreation Areas.....	24
(d) Waterways	24
(e) Lake Access.....	24
(f) Natural Area.....	24
6.3 Use Limitations	24
6.4 Special Purpose Common Areas.....	25
(a) Emergency River Access Lot	25
(b) Street Islands	25
(c) Irrigation Water Storage	25
(d) Wetland Areas	26
6.5 Damages	26
6.6 Indemnity	26
ARTICLE 7: WATER SYSTEMS.....	27
7.1 Domestic Water.....	27
7.2 Water Rights	27
7.3 Irrigation System.....	27
ARTICLE 8: HOMEOWNERS ASSOCIATION.....	28
8.1 Formation	28
8.2 Membership	28
8.3 Association Control Transfer.....	28
8.4 Powers of Association.....	29
(a) Assessments	29
(b) Right of Enforcement	29
(c) Delegation of Powers.....	29
(d) Liability of Board Members and Officers	29
(e) Association Rules	29
(f) Emergency Powers.....	30
(g) Licenses, Easements and Rights-of-Way	30

8.5	<i>Dedication</i>	30
8.6	<i>Duties of Association</i>	30
	(a) Operation and Maintenance of Common Areas and Facilities	31
	(b) Maintenance of Landscaped Areas	31
	(c) Maintenance of Greenbelt Pathway	31
	(d) Maintenance of Storm Water Drainage Facilities.....	31
	(i) Heavy Maintenance of Storm Water Drainage Facilities	31
	(ii) Light Maintenance of Storm Water Drainage Facilities	32
	(e) Maintenance and Operation of Facilities	32
	Maintenance of Water Ways	32
	(g) IDT Right-of-Way	33
	(h) Taxes and Assessments	33
	(i) Utilities	33
	(j) Identification Signs.....	33
	(k) Rule Making	33
	(l) Architectural Design Committee	33
	(m) Enforcement of Restrictions and Rules	33
8.7	<i>Improvements</i>	33
8.8	<i>Enforcement of Common and Drainage Area Maintenance</i>	34
9:	RIGHTS RESERVED BY DECLARANT	34
ARTICLE 10:	ASSESSMENTS	35
10.1	<i>Agreement to Pay Assessments</i>	35
	(a) Regular Assessments	35
	(b) Private Street Assessments	35
	(c) Limited Assessments	36
	(d) Special Assessments	36
	(e) Irrigation Water	37
10.2	<i>Purpose of Assessments</i>	37
10.3	<i>Collection and Enforcement</i>	37
10.4	<i>Set up and Initial Regular Assessment</i>	37
10.5	<i>Assessment Due Date</i>	38
10.6	<i>Interest and Penalties</i>	38
10.7	<i>Billing for Annual Assessment</i>	38
10.8	<i>Notice and Quorum for Special Assessment</i>	38
10.9	<i>Uniform Rate of Assessment</i>	39
10.10	<i>Subordination to the Lien of Mortgage</i>	39
ARTICLE 11:	ARCHITECTURAL DESIGN COMMITTEE	39
11.1	<i>Members of the Committee</i>	39
11.2	<i>Appointment</i>	39
11.3	<i>Adoption of Architectural Design Guidelines</i>	39
11.4	<i>Certification by Secretary</i>	39
11.5	<i>Variances</i>	40
11.6	<i>Plan Review Application</i>	40
	(a) Site Plan.....	40
	(b) Architectural Drawings	40
	(c) Landscape Plan	41
11.7	<i>Compliance Deposit</i>	41
11.8	<i>Decision</i>	41
11.9	<i>Inspection and Complaints</i>	41
11.10	<i>Interpretation and Enforcement</i>	42

11.11 Judicial Enforcement	42
ARTICLE 12: GENERAL PROVISION.....	42
12.1 Government Rules and Ordinances	42
12.2 Enforcement.....	43
12.3 Severability	43
12.4 Term.....	43
12.5 Amendments.....	43
12.6 Conveyance of Common Area.....	43
12.7 FHA/VA Approval.....	43
12.8 Contracts or Agreements	44

ARTICLE 7: WATER SYSTEMS

7.1 Domestic Water. Each Residential Lot shall have Access to the domestic water system to be owned and operated by United Water Company. The domestic water system will provide water for culinary and other ordinary domestic household uses. Cross-connections between the domestic water system and the pressure irrigation system are prohibited. Any Owner's use of water from the domestic water system shall constitute an agreement to pay the charges imposed by United Water Idaho.

7.2 Water Rights. The Declarant owns certain water rights (Water Rights 63-144A, and a portion of 63-144C) and has pending an application for a permit to appropriate 690 acre feet of shallow alluvial groundwater. These Water Rights shall be utilized by the Declarant, and subsequently the Association, to (i) store for aesthetic purposes water to naturally fill Lake Laguna and the other ponds within the Development; (ii) mitigate water evaporation from the ponds and (iii) provide irrigation water to the Pressurized Irrigation System that will irrigate all landscaped areas within the Development, including the Residential Lots. The Water Rights shall be transferred to the Association on or before the Transition Date, but cannot be diverted or transferred to any other real property. Nor shall the Association or Declarant change the use of the irrigation water from its irrigation purposes in accordance with the terms of this Article 7.

7.3 Irrigation System. The irrigation water is diverted from Lake Laguna and directed through the Pressurized Irrigation System via a central pump station that shall deliver pressurized irrigation water through main irrigation lines and ultimately to service lines to the Lots. All Lots and the Common Areas shall have access to the Pressurized Irrigation System to be constructed by Declarant and owned and operated by the Association. Water is supplied by the Gravity Irrigation Ditch, which delivers the surface water rights from the Gravity Irrigation Ditch into Lake Laguna. Owners of Residential Lots may be required to pay as part of their regular assessment, from time to time, the Development's share of any costs to maintain the Gravity Irrigation Ditch; personal property taxes in connection with the Pressurized Irrigation System; the cost of operating and maintaining the Pressurized Irrigation System, including the funding of a reserve fund, and monthly power bills regardless of actual use or nonuse of water from the Pressurized Irrigation System. Use of the Pressurized Irrigation System shall be subject to such rules and regulations of the Association, and the right to receive water therefrom is, in any event, subject to availability. The surface and ground water rights associated with the Real Property shall belong to the Declarant until transferred to the Association, and notwithstanding the foregoing, individual Residential Lots shall not be deemed to have water rights, beyond the right to utilize the Pressurized Irrigation System subject to the Association Rules. THE AVAILABILITY OF PRESSURIZED IRRIGATION WATER FOR ANY RESIDENTIAL LOT SHALL BE SUBJECT TO A WATERING SCHEDULE PREPARED BY THE ASSOCIATION THAT IS SUBJECT TO CHANGE. A SCHEDULE WILL REGULATE THE TIME AVAILABLE TO INDIVIDUAL RESIDENTIAL LOTS OR GROUPS OF RESIDENTIAL LOTS FOR WATERING. THE SCHEDULE AND THE ASSOCIATION RULES REGARDING THE CONNECTION TO, AND OPERATION OF THE LOT OWNER'S INDIVIDUAL SPRINKLER SYSTEMS IS SET FORTH IN *THE LAGUNA POINTE*

PRESSURE IRRIGATION SYSTEM PORTION OF THE MULTI FACILITY MANUAL, (as may be revised from time to time). Each Owner is prohibited from interfering with, adjusting or altering any portion of the Pressurized Irrigation System and shall be bound by the watering schedule prepared by the Association. Each Owner shall not operate their sprinkler system outside of their scheduled time without permission of the system operator retained by the Association. Although it is contemplated that the schedule will provide for irrigation every other day, such alternate date watering may not be the same as an even-odd day irrigation schedule. Each Owner is prohibited from making any cross connection or tie in between the Pressurized Irrigation System and the domestic water system. Each Owner is required to install an underground sprinkler system for the Owner's Lot and to connect it to the Pressurized Irrigation System stub-out service line provided to each Lot. The individual sprinkler systems shall be designed in accordance with the requirements and specifications set forth in the Pressure Irrigation System Portion of the Multi Facility Manual. The repair and maintenance of the individual Lot Owner's sprinkler system will be the responsibility of the Lot Owner. The Association's system operator shall be entitled to access the Residential Lots and Commercial Lots for the purpose of inspecting, servicing and maintaining any Pressurized Irrigation System components located on the Residential Lots.

WATER FROM THE PRESSURIZED IRRIGATION SYSTEM IS NOT DRINKABLE; RESIDENTIAL LOT OWNERS SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF THEIR RESIDENTIAL LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES. EACH LOT OWNER SHALL MARK THEIR INDIVIDUAL SPRINKLER SYSTEM AT ALL SURFACE FEATURES AS "NON-POTABLE WATER – FOR IRRIGATION ONLY."

ARTICLE 8: HOMEOWNERS ASSOCIATION

8.1 Formation. There shall be only one homeowners association for the Development. The Association has been organized by the Declarant as an Idaho nonprofit corporation. The Association will be incorporated and will adopt By-Laws for its governance. To the extent the Articles of Incorporation or By-Laws of the Association conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

8.2 Membership. Each Owner and Commercial Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The ownership of a Residential Lot shall be the sole qualification for membership and shall automatically commence when a person becomes an Owner and shall automatically terminate when such ownership is conveyed or transferred. There shall be only one membership for each Lot. If there are multiple Owners of a Lot, or if a business entity owns any Lot, the Owners shall, by written instrument filed with the Association, designate the individual entitled to exercise the privileges of Membership.

8.3 Association Control Transfer. Until the Transition Date, the Declarant, or the Declarant's successor or assignee, shall have the exclusive control of the Association and the Owners, excluding the Declarant, shall not have the right to vote on any matters involving the