

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

BOXELDER CREEK SUBDIVISION

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT THAT EACH POTENTIAL RESIDENT AND OWNER OF REAL PROPERTY WITHIN THE BOXELDER CREEK SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL OWNERS OF SUCH REAL PROPERTY.

THE DECLARANT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DECLARATION SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS DECLARATION WITH THEIR LEGAL AND OTHER ADVISORS BEFORE ACQUIRING A LOT.

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EXHIBIT A — Legal Description

EXHIBIT B — Plat

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BOXELDER CREEK SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BOXELDER CREEK SUBDIVISION (“**Declaration**”) is made effective April 5, 2024, by LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company (“**Declarant**”).

**ARTICLE 1
RECITALS**

1.1 Property Covered. The property subject to this Declaration is the property legally described in the attached Exhibit A, and as depicted in the Plat of Boxelder Creek Subdivision attached as Exhibit B, recorded in the records of Ada County, Idaho, as Instrument No. 2023-060875, in Book 127 of Plats at pages 20418 through 20420, along with any real property made subject to this Declaration by recorded Supplemental Declarations.

1.2 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively, the “**Restrictions**”) that will apply to the Subdivision and the use of any and all portions of the Subdivision. The Restrictions are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Subdivision; to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, including any improvements located thereon, in a cost effective and administratively efficient manner.

1.3 Residential Development. Boxelder Creek Subdivision is planned as a residential subdivision that Declarant currently intends to develop in accordance with existing development approvals obtained by Declarant from the City of Boise or any other development plans for which Declarant may from time to time obtain approval from the City of Boise. Any development plans for the Real Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant and impose no obligation on Declarant as to how the Real Property is to be developed or improved. Connection to public sewer service is required and pressure irrigation has been provided to the subdivision. Property owners will be charged an irrigation assessment as part of their Regular Assessments. Declarant may develop the Subdivision in phases and annex such phases into the Subdivision under the terms of this Declaration.

**ARTICLE 2
DECLARATION**

Declarant hereby declares that the Subdivision, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to

be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision, and to enhance the value, desirability and attractiveness of the Subdivision. The terms and Restrictions set forth herein shall run with the land constituting the Subdivision, and with each estate therein, and shall be binding upon any person having or acquiring any right, title or interest in the Subdivision or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each person or Owner having or holding an interest in the Subdivision and such person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any person having or holding an interest in the Subdivision or such person's successors in interest, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents (defined below), this Declaration as it may be amended from time to time shall control.

Notwithstanding anything herein to the contrary, until 100% of all Lots in the Subdivision are transferred by Declarant, no provision of the Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Subdivision, including any subdivision or re-subdivision thereof, and to construct improvements thereon, nor Declarant's right to use and maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Real Property, including the Common Area, nor Declarant's right to post signs incidental to construction, sales or leasing.

Without limiting the generality of the foregoing, Declarant, for itself and its successors and assigns, hereby reserves the right, until the Class B Member Termination Date:

- (a) To complete the Subdivision and related improvements without limitation or interference by any Owner or the Association, subject to the existing contractual obligations that Declarant has entered into;
- (b) To modify the design and configuration of the Subdivision, any Lot, or any portion of the Subdivision or Lot as it determines is desirable, subject to the existing contractual obligations that Declarant has entered into;
- (c) To develop the Subdivision on a schedule determined and established by Declarant, subject to the existing contractual obligations that Declarant has entered into; and
- (d) To appoint or remove members of the Board.

ARTICLE 3 DEFINITIONS

“**ADRC**” means the Architectural Design Review Committee as described in Article 11 and Article 12.

“**Articles**” means the articles of incorporation of the Association.

“Association” means Boxelder Creek Subdivision, Inc., an Idaho nonprofit corporation, or its successors, organized and established by Declarant to exercise the powers and carry out the duties set forth in this Declaration or any Supplemental Declaration.

“Assessments” means those payments required of Owners, as Members, including, without limitation, Regular, Special, or Limited Assessments as provided in this Declaration.

“Board” means any duly qualified board of directors, or other governing board or individual, if applicable, of the Association.

“Bylaws” means the Bylaws of the Association.

“City of Boise” means the City of Boise, Ada County, Idaho.

“Class B Member Termination Date” is defined in Section 6.2.2.

“Common Area” means any or all parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members (including personal property, real property and/or improvements located thereon), including without limitation, all parcels that are designated on a recorded Plat or otherwise by Declarant as roads, common area lots, streets, drives, parking areas or drives, common open space, pastures, wildlife habitat, common landscaped areas, storage facilities, recreational facilities and other amenities and facilities. Common Area may be established from time to time by Declarant on any portion of the Real Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Real Property. Common Area may include easement and/or license rights. Common Area includes Lots 1, 9, 10, 22, and 23 of Block 1. Said Lots are covered by blanket easements for public utilities and the Pressurized Irrigation System. Lot 23 of Block 1 is subject to a blanket easement for pedestrian access and a blanket easement for the use and maintenance of the Farmers Lateral Irrigation Canal. Lots 9 and 10 of Block 1 are subject to a City of Boise sanitary sewer easement as delineated on the Plat.

“Declarant” means the undersigned, Lennar Homes of Idaho, LLC, an Idaho limited liability company, or its successors in interest, or purchaser of undeveloped Lots in the Subdivision to whom Declarant’s rights under this Declaration are expressly transferred in accordance with Section 17.8.

“Declaration” means this document as it may be supplemented from time to time with a Supplemental Declaration and includes any amendment or restatement of this Declaration where the context requires.

“Design Guidelines” is defined in Section 11.1.

“Director” or **“Directors”** means members of the Board.

“Lot” or **“Lots”** means any Lot (or collection of Lots) within the Subdivision as specified or shown on a Plat or by Supplemental Declaration but excluding any Common Area. Each Lot is intended to be used for residential purposes and subject to the terms and conditions set forth herein.

“Member” means an Owner holding a membership of the Association, including Declarant.

“Owner” means the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and the Owner’s successors, heirs, and assigns. Where any Lot is the subject of an installment contract of sale, the vendee under the contract shall be considered the Owner.

“Plat” means any subdivision plat covering any portion of the Real Property as recorded in the Ada County, Idaho Recorder’s Office, particularly including but not limited to the Plat of Boxelder Creek Subdivision attached as Exhibit B, recorded in the records of Ada County, Idaho, as Instrument No. 2023-060875, in Book 127 of Plats at pages 20418 through 20420, as amended and supplemented from time to time.

“Pressurized Irrigation System” is defined in Article 13.

“Project Documents” means the basic documents creating and governing the Real Property including, without limitation, this Declaration, any Supplemental Declaration, the Articles, the Bylaws, Design Guidelines, and any procedures, rules, regulations, or policies adopted under such documents by the Association, the Board, or the ADRC.

“Residence” means that portion or part of any Structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, decks, and steps annexed thereto.

“Structure” means the broadest legal definition attributable to the term “structure.” For purposes of construction, the term “Structure” includes, but is not limited to, the building, construction, fabrication, assembly, or production of any manmade work artificially built up or composed of parts joined together in some definite manner whether of a permanent or temporary nature and whether movable or immovable.

“Subdivision” or **“Real Property”** means the property legally described in Exhibit A subject to this Declaration and any property subject to this Declaration by recorded Supplemental Declarations, including without limitation, each Lot, the Common Area, and each parcel and portion thereof and interest therein.

“Supplemental Declaration” means any Supplemental Declaration including additional covenants, conditions, and restrictions that may be adopted by Declarant with respect to any portion of the Real Property or any property annexed and subject to this Declaration, as provided further herein.

ARTICLE 4 OWNERS' ASSOCIATION

4.1 Organization. Declarant shall organize the Association as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Voluntary dissolution of the Association is prohibited without the approval of the City of Boise. The Project Documents, as adopted and duly amended shall be deemed covenants running with the ownership of the Lots and shall be binding upon the Owners as if recited verbatim herein. The Association shall be governed by a board of directors elected in the manner set forth in the Bylaws. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted to be inconsistent with this Declaration. Declarant grants the Association a revocable, non-exclusive license to use the name "Boxelder Creek Subdivision" for the sole purpose of identifying the Association.

4.2 Membership. The Members of the Association shall be all Owners. No Owner, except Declarant, shall have more than one membership or vote in the Association. Membership shall be appurtenant to and may not be transferred, pledged, assigned, alienated, or otherwise separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each lessee, renter, or other occupant of a Lot not eligible for membership shall be subject to all obligations and responsibilities of membership with respect to the Project Documents, but shall not, at any time, be entitled to vote on any matter affecting the Association.

4.3 Powers. The Association shall have all the powers of a non-profit corporation organized under the applicable provisions of the Idaho Code subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any lawful things that may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts that may be necessary to, proper for, or incidental to the proper ownership, management, and operation of the Common Area and the Association's other assets, including water rights received from Declarant, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

4.3.1 Assessments. The Association has the power to levy Assessments and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power includes the right of the Association to levy Assessments on any Owner of any portion of the Real Property to cover the operation and maintenance costs of the Common Area.

4.3.2 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration, and the Association shall have the full right, power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof

4.3.3 Delegation of Powers. The Association shall have the authority to delegate any of its power and duties to committees, officers, employees, or to any Person to act as Manager (as that term is defined in Section 4.7), and to contract for the maintenance, repair, replacement, and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one year and shall be subject to review by the Board upon the Class B Member Termination Date.

4.3.4 Association Rules. The Association shall have the power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate. The Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees, or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws, in each case as modified or amended from time to time. 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 a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws, or any design guidelines of the ADRC, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or any design guidelines of the ADRC to the extent, but only to the extent, of any such inconsistency.

4.3.5 Improvements Within Public Right-of-Way. The Association shall have the power to maintain, improve, operate, repair, and replace any facilities and improvements, including, without limitation, Common Area, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way that the Association is obligated, or otherwise deems advisable, to maintain, operate, repair, and replace pursuant to any Plat, or any license, easement, or other agreement.

4.3.6 Emergency Powers. The Association shall have the power to enter upon any portion of the Real Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property, or when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

4.3.7 Licenses, Easements and Rights-of-Way. The Association shall have the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the same, and for the preservation of the health, safety, convenience

and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

4.3.7.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

4.3.7.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

4.3.7.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

4.3.8 Newsletter. If it so elects, and without any obligation to do so, the Association may prepare and distribute a newsletter on matters of general interest to Members of the Association, the cost of which will be included in Regular Assessments.

4.3.9 Other. The Association shall have such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Declarant that the Association have broad power and authority consistent with the Project Documents and applicable law.

4.4 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

4.4.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of and directly related to the Real Property. Without limiting the generality of the foregoing, this duty includes the duty to maintain the pressurized irrigation system serving the Common Area. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant that are designated by Declarant for temporary or permanent use by Members of the Association.

4.4.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Area.

4.4.3 Maintenance of Berms and Retaining Walls. Maintain any berms, retaining walls, and water amenities within and abutting any Common Area.

4.4.4 Improvements in the Public Right-of-Way. Maintain, improve, operate, repair, and replace the facilities and improvements described in Section 4.3.5.

4.4.5 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association, or any property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid, or a bond insuring payment is posted before the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, and local taxes, including income or corporate taxes levied against the Association if the Association is denied the status of a tax-exempt corporation.

4.4.6 Water and Other Utilities. Acquire, provide, or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and own and manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

4.4.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

4.4.8 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of Ada County also including, without limitation, the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

4.5 Administration of the Association.

(a) Board meetings must be open to the Members and any representative or agent designated in a signed writing by a Member to represent that Member.

(b) Upon a majority vote of the Board, the Board may hold an executive session, at which Members are excluded, for the following purposes:

(i) To consider matters of personnel, hiring, bid review, or contract negotiation.

(ii) To consider records that are not subject to disclosure under Idaho Code Sections 30-30-1101-1106;

(iii) To consult with an attorney for the purpose of obtaining legal advice, provided that the mere presence of legal counsel at a Board meeting will not justify entering into executive session;

(iv) To discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; or

(v) To discuss sensitive matters related to an individual Member's Lot or Assessments, such as violations or delinquent Assessments.

(c) The Association shall:

(i) Hold a meeting of the Members each calendar year. Such meeting may be conducted in person or, with the approval of a simple majority of the Members, be conducted through an electronic or hybrid meeting model. Quorum requirements are waived for the meeting at which the Association is turned over to the Owners from the Declarant.

(ii) Be governed by the provisions of Idaho Code sections 30-30-501 and 30-30-505, as those provisions relate to notice of meetings of the Association. The Board may adopt a process for Members to choose to receive notice of any meeting of the Association by electronic means rather than by mail. All dates and information of the notice must remain the same as a mail notice.

(iii) Take minutes from all meetings of the Association, including Member meetings and Board meetings, and preserve such minutes for a minimum of 10 years.

4.6 Disclosure of Fees; Financial Disclosures.

(a) The Association or its agent must provide a Member and the Member's agent, if any, a statement of the Member's account no more than five business days after a request by the Member or the Member's agent is received by the Manager, president, Board member, or other agent of the Association, or any combination thereof. The statement of account must include, at a minimum, the amount of annual charges against the Lot, the date when those amounts are due, and any unpaid Assessments or other charges due and owing from that Member at the time of the request. The Association will be bound by the amounts set forth within the statement of account.

(b) On or before January 1 of each year, the Association or its agent must provide the Members with a disclosure of fees that will be charged to a Member in connection with any transfer of ownership of its Lot. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees may be charged to any Member in connection with any transfer of ownership of its Lot. No fees may be charged for expeditiously providing a Member's statement of account as set forth in this Section 4.6.

(c) The Association or its agent must provide a Member and the Member's agent, if any, an up-to-date financial disclosure no more than 10 business days after a request by the Member or the Member's agent is received by the Manager, president, Board member, or other agent of the Association, or any combination thereof.

(d) Within 60 days of the close of the fiscal year, the Association or its agent must provide all Members, and the Members' agent(s), if any, with an up-to-date and reconciled financial disclosure for the fiscal year.

4.7 Manager. The Association may employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section.

4.8 No Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee, or other representative or employee of the Association, Declarant or the ADRC, provided that such person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

ARTICLE 5 INSURANCE

5.1 Owners' Insurance.

(a) Each Owner is advised to obtain and maintain, at his or her expense, a property insurance policy that provides in the minimum coverage against losses caused by fire and all other hazards normally covered under a "special form" policy or its equivalent with limits equal to at least 90% of the replacement cost of the insurable Improvements on the Lot. Each Owner is advised to obtain and maintain, at his or her expense, a policy providing liability coverage in such amounts and for such acts or omissions as are normally and customarily included in homeowners' insurance policies of the types required herein. Nothing in this Section 5.1 imposes any duty or obligation on the Association or any of its directors, officers, or agents to confirm that Owners are carrying the insurance suggested under this Section 5.1.

(b) No Owner shall separately insure any property covered by the Association's property insurance policy as described in Section 5.2(a). If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Lot to collect the amount of the diminution.

(c) Each Owner is advised to seek the advice of a qualified insurance consultant regarding: (i) the amount of personal liability and personal property insurance coverage the Owner should maintain and (ii) the availability of loss assessment insurance coverage.

5.2 Association's Insurance. The Association shall obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including the following policies of insurance:

(a) Property insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement cost (without regard for depreciation) of all improvements, equipment and fixtures located within the Common Area. The property insurance policy must include a replacement cost endorsement.

(b) A Commercial General Liability (Occurrence) policy (a "**CGL Policy**"), which policy must include coverage for premises and operations, products and completed operations, contractual liability, property damage, including completed operations, explosion, collapse and underground hazards, bodily injury, and personal and advertising injury liability. The CGL Policy must have a combined single limit for each occurrence of at least \$1,000,000, and at least \$1,000,000 general aggregate. The coverage must not exclude bodily injury and property damage liability arising from professional liability. The aggregate limit must be on a per annual basis. The CGL Policy must cover all occurrences within the Common Area, public ways, and other areas that are under the supervision of the Association. The CGL Policy (including any excess/umbrella policies), must contain a severability of interests clause, generally providing that the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability. The Declarant must be included as an additional insured in its capacity as an Owner, manager, Board member, or officer. The CGL Policy must be primary and noncontributory.

(c) Directors' and Officers' liability insurance with a limit of at least \$250,000, as adjusted by the Board from time to time. Directors and Officers liability coverage must extend to all contracts and other actions taken by the members of the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification by law, this Declaration, or the Articles or Bylaws.

(d) Such other insurance, including automobile liability insurance, Worker's Compensation insurance, to the extent necessary to comply with all applicable laws, flood insurance on Common Area improvements if the Subdivision is located in an area designated by

an appropriate governmental agency as a special flood hazard area and such improvements are of the nature on which hazard insurance is normally maintained, and indemnity, faithful performance, fidelity, and other bonds as the Board deems necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

(e) The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

(f) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.3 Board's Authority to Revise Insurance Coverage.

(a) The Board may deviate from the insurance requirements contained in this Article 5 in any manner that the Board, in its discretion, considers to be in the best interests of the Association. If the Board elects to materially reduce the coverage from the coverage required in this Article 5, the Board shall make all reasonable efforts to notify the Owners of the reduction in coverage and the reasons therefor at least 30 days before the effective date of the reduction.

(b) The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

(c) Each Owner, by acceptance of a deed to a Lot, irrevocably appoints the Association as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

5.4 Periodic Insurance Review. The Board periodically (and at least every three years) shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association. If applicable, the review shall include an appraisal by a qualified appraiser of the current replacement costs of all covered property under the Association's property insurance policy unless the Board is satisfied the current dollar limit of the property insurance policy, coupled with the amount of actual reserves on hand, is equal to or greater than the current replacement costs.

ARTICLE 6 OWNERS' ASSOCIATION CONTROL

6.1 Control of Affairs of Association. The Declarant shall appoint the Board and control the Association until administrative responsibility for the Subdivision is turned over to the Owners. On the date that is not later than 90 days after the Class B Member Termination Date (defined below), Declarant shall call a meeting and at such meeting shall turn over administrative responsibility for the Subdivision to the Owners. At the meeting, the Declarant shall deliver to the Association:

6.1.1 The original or a photocopy of the recorded Declaration and copies of the Bylaws and the Articles and any supplements and amendments to the Articles or Bylaws;

6.1.2 The minute books, including all minutes, and other books and records of the Association and the Board;

6.1.3 All rules and regulations adopted by the Declarant;

6.1.4 Resignations of officers and members of the Board who are concurrently resigning;

6.1.5 Records of all property tax payments for the Common Area to be administered by the Association;

6.1.6 Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns;

6.1.7 A copy of the following pertaining to any improvements on the Common Area, if available:

6.1.7.1 The as-built architectural, structural, engineering, mechanical, electrical, and plumbing plans;

6.1.7.2 The original specifications, indicating all subsequent material changes;

6.1.7.3 The plans for underground site service, site grading, drainage, and landscaping together with cable television drawings; and

6.1.7.4 A list of any general contractor and the electrical, heating, and plumbing subcontractors responsible for construction or installation of any improvements on the Common Area;

6.1.8 Insurance policies;

6.1.9 Copies of any occupancy permits issued for the Subdivision;

6.1.10 A list of any written warranties on the Common Area that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;

6.1.11 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all the fee or charge of the person performing the service; and

6.1.12 Any other contracts to which the Association is a party.

Declarant shall have full control of the Association by means of its Class B voting rights until those rights end and Declarant turns over control to the Owners by the election of a new Board in the manner prescribed in the Bylaws.

6.2 Voting Rights. The Association shall have two classes of voting memberships:

6.2.1 Class A Members. The “**Class A Members**” are all Owners of Lots, except for the Declarant for so long as Declarant is the Class B Member. Until the Class B Member Termination Date (defined below), the Class A Members are not entitled to vote upon any matter. Upon the Class B Member Termination Date, Class A Members will have one vote (fractional votes are not allowed) for each Lot owned by each such Class A Member. When more than one person holds an interest in any Lot, all such persons shall be Class A Members and the vote for such Lot shall be exercised as they among them determine, but in no event shall more than one vote be cast with respect to any Lot. Upon the Class B Member Termination Date, Declarant shall become a Class A Member and shall be entitled to one vote for each Lot owned by the Declarant.

6.2.2 Class B Members. The “**Class B Members**” are the Declarant, and its successor(s) in title to whom Declarant has assigned the duties, rights, powers, and reservations of the Declarant contained in this Declaration. The Declarant (and its successors in title to whom the Declarant has assigned Declarant’s rights) may act by and through its designated representative. The Class B Members will have one vote for each Lot owned by the Class Members until the Class B Member Termination Date. Upon the earliest to occur of the following events, the Class B membership and Class B voting rights shall be converted to Class A membership: (1) the date upon which the Declarant (and its successors in title to whom the Declarant has assigned Declarant’s rights, as provided above) no longer owns any property or Lot within the Subdivision; (2) the date Declarant (and its successors in title to whom the Declarant has assigned Declarant’s rights, as provided above) informs the Board in writing that it no longer wishes to exercise its rights as the Class B Member; or (3) December 31, 2039. Such date shall be the “**Class B Member Termination Date**.” Until the Class B Member Termination Date, no Class A Member shall have any voting rights in the Association.

ARTICLE 7
PROPERTY RIGHTS IN THE COMMON PROPERTIES

7.1 Members' Easement of Enjoyment. The Declarant has conveyed or will convey the Common Area to the Association. Every Member shall have an easement to use the Common Area. Such easements for the Common Area shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following limitations:

7.1.1 The right of the Association, acting by and through its Board, to grant easements for public utilities or for other public purposes consistent with the intended use of the Common Area. Such action shall be preceded by written notice of the action to every Class A Member not less than 10 or more than 90 days before such action.

7.1.2 The right of the Association to sell, convey, or subject to a security interest any portion of the Common Area subject to such conditions as may be agreed to by the Members entitled to vote thereon. No such sale, conveyance, or creation of a security interest shall be effective unless an instrument signed by Members comprising no less than two-thirds of the total voting power of the Association, if any, has been recorded in the appropriate records of Ada County, Idaho, agreeing to such sale, conveyance or creation of security interest. Written notice of the proposed action shall be sent to every Member not less than 30 nor more than 90 days before such vote.

7.1.3 The right of the Board to promulgate reasonable rules and regulations governing protection and maintenance of the Common Area.

7.1.4 The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

7.1.4.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

7.1.4.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

7.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

ARTICLE 8 EASEMENTS

8.1 Easements of Access. Declarant expressly reserves for the benefit of the Real Property and the Association reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area, and for necessary maintenance and repair of any improvement thereon, including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Declarant, and by all Owners, their guests, tenants, and invitees, residing on or temporarily visiting the Real Property, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Lot or the Common Area.

8.2 Drainage and Utility Easements. The Owners of Lots are hereby restricted and enjoined from constructing or altering any improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any Owner, Association, or the Declarant owning a Lot upon which such easement is located, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the ADRC, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Any damage sustained to such improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where improvements were so damaged, or in the event the easement area where improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment, therefore.

8.3 General Landscaping. An easement is hereby reserved to the Declarant and the Association, its contractors, employees, and agents, to enter those portions of Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity includes, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, walkway improvement, seasonal planting and such landscaping activities within the Real Property as the Association shall determine to be necessary from time to time.

8.4 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Real Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on that portion of the Real Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

8.5 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon the Real Property in the proper performance of their duties.

8.6 Maintenance Easement. An easement is hereby reserved to Declarant, which may be granted to the Association, and any member of its Board, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot as required by the Project Documents.

8.7 Storm Water Drainage. Lot 1, Block 1 is servient to and contains the Ada County Highway District (“ACHD”) storm water drainage system. This Lot is encumbered by the Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full (“Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system and such system shall be maintained by ACHD. Said easement shall remain free of all encroachments and obstructions (including fences and trees) that may adversely affect the operation and maintenance of the storm drainage facilities.

8.7.1 There shall be no interference with the established drainage pattern over any portion of this Lot, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, that exists at the time the overall grading of any portion of this Lot is completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD.

8.7.2 Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

8.7.3 ACHD is granted an irrevocable license and easement to enter upon any portion of the Master Easement area, with or without notice, to perform maintenance and inspection of the storm water drainage system. For any maintenance of the storm water drainage system performed by ACHD, ACHD may first bill the Association for the cost of the maintenance. If the bill is not paid within sixty (60) days, then ACHD shall be entitled and empowered to levy an assessment against all Lots within the Property for the cost of the storm water drainage system maintenance as if the maintenance had been performed by the Association, together with interest at the rate that accrues on judgments thereon and all costs of collection that may be paid or incurred

by ACHD. ACHD may enforce such assessments in the same manner as the Association may enforce assessments levied pursuant to this Declaration. The Association and all Lot Owners, by accepting title to a Lot, agree that all Lot Owners in the Property are benefited property owners of such maintenance and agree to pay their proportionate share of assessments and other fees levied by ACHD.

ARTICLE 9 COVENANT FOR ASSESSMENTS

9.1 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and protection of the Members and other users of the Real Property and for the preservation and maintenance of Common Area and other property designated by the Board. Such purposes shall also include but not be limited to the cost to operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. All drainage areas, waterways and similar portions of the Real Property shall be maintained in accordance with sound hydrological principles. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

9.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of fulfilling its duties set forth in Article 4 above, and the construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all improvements located on such areas owned and/or managed and maintained by the Association (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties, and responsibilities of the Association, are collectively the "**Expenses**."

9.2.2 Commencement of Regular Assessments. Annual regular assessments begin for all Lots on the first day of the month coinciding with or immediately following the date of the first transfer of title of a Lot by Declarant to an Owner other than Declarant. No Lot will be subject to any special assessments until regular assessments have commenced against that Lot.

9.2.3 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six months following the month in which the closing of the first sale of a Lot occurs in the Real Property for the purposes of the Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than 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 year.

9.2.3.1 Amounts paid by Owners. The Board can require, at its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual, or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually, or annually, at its discretion. With respect to the Regular Assessments to be paid by any particular Owner for any given fiscal year, each Owner, except for the Declarant, shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Real Property.

9.2.3.2 Set Up and Transfer Fee. At each closing of a Lot, the Owner thereof shall pay a reasonable setup fee assessment for use by the Association in an amount set by the Board together with the existing Regular Assessment, pro-rated for the remainder of the calendar year. In addition, each Owner upon the purchase of a Lot shall pay a reasonable transfer fee assessment for use by the Association in an amount set by the Board.

9.3 Special Assessments.

9.3.1 Purpose and Procedure. 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, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Real Property which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing

the Member and/or such Member's Lot into compliance with the provisions of the Project Documents, for damage caused by the Member, a Member's tenant, representative or invitee, or any member of the Member's family, to any Common Area or any other portion of the Real Property or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

9.5 Notice and Assessment Due Date. Except for the first Assessment, the Association shall send 30 days prior written notice of Regular and Special Assessments to the Owner of every Lot subject thereto and to any person in possession of such Lot. The Assessment installment schedule shall be the same for all Association Assessments. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within 10 days after the date due. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to 10% of the delinquent installment. In addition, each installment payment which is delinquent for more than 20 days may accrue, at the Board's discretion, interest at the rate of 18% per year calculated from the date of delinquency to and including the date full payment is received by the Association. Additionally, a late fee of \$50.00 or such other amount as set by the Board from time to time shall be added to and charged on each Assessment that is not paid within 30 days after the date due. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

9.6 Reserve Account. The Association may, but is not required to, establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Area. Any reserve account established under this Section shall be funded by separate reserve assessments against the Lots in such amount as the Owners may approve as a part of the annual Association budget. Any reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Owners of Lots.

9.7 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any unexpected or unfunded maintenance for the Common Area. This Section shall not prohibit the Board from authorizing capital expenditures for replacement, repairs or improvements from funds generated by regular assessments.

9.8 Effect of Nonpayment of Assessments; Liens; Remedies of the Association.

9.8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs, including the costs and expenses for any lien or lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.8.2 Assessment Liens.

9.8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the rate of 12% per year, and all costs of collection that may be paid or incurred by the Association making the Assessment in connection therewith, including without limitation, reasonable attorneys' fees and or any fee charged by a trustee for conducting a foreclosure sale pursuant to any lien that is foreclosed upon, or any fee for title report, or other fees associated with a foreclosure. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recordation of a notice of assessment with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created after the recordation of the notice of assessment except for tax liens for real property taxes on any Lot and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.8.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, and upon approval of the Board, a member of the Board may cause a notice of assessment to be recorded in the office of the Ada County Recorder. The notice shall state (i) the amount of such assessment and other authorized charges (including the cost of recording such notice), after deducting all just credits and offsets; (ii) a sufficient description of the Lot against which the same have been assessed; (iii) the name of the Owner, or the reputed Owner, if known; and (iv) the name of the Association. Within five business days after recording a lien on the Lot, the Association shall serve, by personal delivery to the Owner or reputed Owner or by certified mail to the last known address of the Owner or reputed Owner, a true and correct copy of the recorded lien. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction

and the release of the lien thereof The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.8.2.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney or any title company authorized to do business in Idaho as trustee for the purpose of conducting such sale or foreclosure.

9.8.2.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of 30 days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner (at the address of such Owner's Lot) described in such notice of assessment, and to the person in possession of such Lot and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

9.8.2.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall be subordinate to the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. The sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.9 Exempt Property. The following property which is subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; and (b) all unimproved Lots owned by Declarant, and (c) any finished Lot owned by Declarant.

ARTICLE 10 ENCROACHMENTS

If any portion of a Residence or other Structure now or hereafter constructed upon any Lot encroaches upon any part of the Common Area or upon a Lot or Lots used or designated for use by an Owner of another Lot, such Residence or other Structure shall promptly be removed by its Owner.

ARTICLE 11 DEVELOPMENT STANDARDS

11.1 Land and Building Type. No Lot shall be used except for single family residential purposes. No Lot shall be subdivided or partitioned. No improvement shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling, with a garage, and a storage building, detached shop, or shed, if desired, as permitted by this Declaration and as approved by the ADRC. Any such storage building, detached, shop, or shed must be set back at least five feet from all Lot lines, be built or placed on blocks or skid mounted, and the design, roof, colors, and construction materials must match the family dwelling, and otherwise comply with all rules, regulations, codes, ordinances, and laws of applicable governmental entities having jurisdiction thereof. Before construction of any such exterior building may commence, all plans, specs, and color selections must comply with the Design Guidelines and be approved in writing by the ADRC and/or Board. This Declaration is not intended to serve as authority for the ADRC to control the interior layout or design of residential Structures except to the extent necessitated by use, size, and height restrictions. The Declaration is intended to serve as authority for the ADRC or its designate to use its judgment to see that all Structures and improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, location on the Real Property, height, grade and finished ground elevation, landscaping, and all aesthetic considerations as set forth in this declaration or the design guidelines promulgated by the ADRC (the “**Design Guidelines**”). Plans and specifications shall be submitted to the Board for approval prior to the commencement of construction or earthwork. Plan and specification approval shall not be unreasonably withheld nor conditioned with respect to the construction of a Residence on a Lot in accordance with this Declaration. Any changes to home color, structure, additions, patios, porches, outbuildings, or other exterior structures must comply with Design Guidelines and require the prior approval of the ADRC and/or Board. **THE OWNER (OR HIS/HER BUILDER) SHOULD REVIEW THE ADRC DESIGN GUIDELINES.** Declarant’s use of any Residence on a Lot as a sales office or model home for purposes of sales in the Subdivision shall not be subject to the regulation of the Board during all times in which Declarant owns Lots within the Subdivision.

11.2 Plat Easements. The easements shown on the Plat shall be permanent and shall benefit and burden the Real Property as indicated on the Plat. Such easements shall run under, over, and across the Real Property as shown on the Plat, for the purposes indicated upon the Plat. The public and private utility easements shown on the Plat shall be for the purpose of erecting, installing, constructing, maintaining and operating sewers and drainage and irrigating systems, and pipe, wires, cables and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Real Property. Within these easements, no Structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel or facilities in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. However, with prior written approval by the Board, an Owner may place removable Structures or place surface coverings such

as asphalt or concrete on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area, if the Owner agrees to remove same at Owner's expense whenever it is necessary to have access to the surface or sub-surface property within the easement for the purpose specified herein. Any utility facilities shall be maintained, repaired, and replaced solely by the benefited party who placed them in the easement area except to the extent they are damaged through the fault of an Owner.

11.3 Setbacks. No building or other structure (exclusive of fences and similar structures approved by the ADRC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Boise applicable to the Real Property except as may be modified by a conditional use permit issued by the City of Boise, (ii) the ADRC Design Guidelines or approval, or (iii) this Declaration, whichever requires the greater distance. The ADRC shall have the right to stagger setbacks of the Lot in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line. The front (and side, for corner Lots) lot lines may be located into the sidewalk.

11.4 Garages. Each Residence shall have an attached or detached fully enclosed garage having minimum capacity or square footage as set forth in the ADRC Design Guidelines or otherwise required by the ADRC. No carports will be allowed.

11.5 Temporary Structure. No Structure of a temporary nature, nor any trailer, shall be used at any time as a Residence, either temporary or permanent. Notwithstanding the foregoing, this Section shall not be deemed to prevent the storage, during construction of a Residence on a Lot, of construction materials and equipment on said Lot as may be necessary for such construction.

11.6 Landscaping. A landscape plan is required to be submitted to the ADRC for approval. The Owner is required to follow all guidelines set forth for landscaping by the ADRC at all times. All landscaping (including automatic sprinklers) on the front, and side, and back yards of a Lot, along with the rear fencing, must be completed upon substantial completion of construction of a Residence on the Lot, and other required landscaping of a Lot must be completed within 90 days from substantial completion of a Residence. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time, but only to the extent permitted by applicable law, upon written approval of the Board. Landscaping shall also include provisions for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots. The Board and/or the ADRC may, from time to time, establish specific requirements related to the types of shrubbery or plants to be located on the Lots. The Owner of each Lot must keep yards and landscaping free from garbage, debris, and junk, and must be weeded regularly. Sod is to remain watered and mowed. Dead or dying trees/bushes/flowers to be removed and replaced to keep up with minimum landscape requirements as set forth in these Declarations, the Design Guidelines or as otherwise established by the Board or the ADRC in its sole and absolute discretion.

11.7 Parking; No Unscreened Boats, Campers, or Other Vehicles.

(a) No inoperable motor homes, trailers, boats, campers, recreational vehicles, all-terrain vehicles, or other mobile equipment, trailers, implements, unsightly or junk vehicles may be stored anywhere on the Real Property.

(b) Operable motor homes, trailers, boats, campers, recreational vehicles, all-terrain vehicles, or other mobile equipment, trailers, implements and vehicles (excluding automobiles) of any kind or nature may only be parked or stored on any Lot if such items are parked inside garages or are behind a fence that meets the requirements of Section 11.8. In no event shall any of the foregoing items be allowed to be stored on any portion of any Lot if it is taller than 12 feet or longer than 35 feet.

(c) A minimum of two off-street parking spaces for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. The Owner shall provide sufficient garage space for all automobiles and other vehicles used by the occupants of the Lot, which vehicles shall be kept within the garage other than for temporary purposes. No commercial vehicle, trucks with a capacity in excess of one ton, shall be parked or stored upon any Lot or street within the Subdivision.

(d) Unenclosed paved areas, which include driveways and all other unenclosed paved areas within the Real Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees, and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

(e) No truck, truck camper, tent, garage, barn, shack or other outbuilding or vehicle shall at any time be used as a residence or living place on any part of Real Property.

11.8 Fences, Hedges and Trees. Any fence or hedges installed in the front yard or on side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot, shall not exceed four feet in height. Any fence or hedge installed on the remainder of the Lot shall not exceed six feet in height. All other fences, including side yard fencing, must be vinyl solid fencing or view fencing as approved by the ADRC, and shall be a maximum height of six feet. There shall be no wood or chain link fences on any Lot or Common Area. Any fence that faces a street must meet the design criteria established by the Board and/or the ADRC. No building, wall, fence, paving, landscaping, or other construction of any type shall be erected or maintained by an Owner so as to trespass or encroach upon any Common Area unless specifically approved by the Board in writing. Each Owner shall be responsible for the proper placement of fences within or on the boundary of the Owner's Lot.

The Owner of any Lot, including, without limitation, Declarant or any successor Declarant, must plant, before the issuance of a certificate of occupancy for any Residence constructed on a Lot, and maintain in good condition thereafter, all trees or other plantings as may be required by the City of Boise, the Board or the ADRC. Declarant shall be responsible for such planting and

maintenance with respect to all trees and plantings in, on or about the Common Area in the time and manner required by the City of Boise from time to time. The Owner of each Lot shall provide for the maintenance of all fences, trees, plantings, and landscaping located on such Owner's Lot including, without limitation, all fences on the Lot and all trees, plantings and landscaping located between the sidewalk and the street.

11.9 Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to other Owners. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. All Garbage and other waste shall be kept in sanitary containers emptied weekly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with this Declaration and all local, state, or Federal requirements.

11.10 Business and Commercial Use. Except as otherwise provided herein, no trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any Lot, except for (i) one room offices which are not designated by exterior signs and do not create additional vehicle traffic, and (ii) any home builder or Declarant, who is constructing Residences on Lots, or storing construction materials and equipment on the Lots in the normal course of construction. Notwithstanding the foregoing, the Declarant or any successor Declarant may use completed Residences as sales models.

11.11 Signs. No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than five square feet advertising the Lot for sale or rent. The sign must be removed within five days following sale or lease of the Lot. This restriction shall not prohibit the temporary placement of political signs on any Lot by its Owner, or placement of a professionally made sign by Declarant, which complies with local applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, realtors or agents during construction and sales of Residences.

11.12 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by the Board or Declarant, so long as Declarant owns a Lot in the Subdivision. Any such further subdivision shall be consistent with all applicable city, county and state laws, rules, regulations, and ordinances.

11.13 Declarant's Right of Development. Nothing contained in this Declaration shall limit the right of Declarant to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on any portion of the Real Property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Real Property. Such right includes, but shall not be limited to, erecting, constructing, and maintaining on the Real Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or

reserve on that Lot additional licenses, reservations and rights-of-way to utility companies, the Association, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Real Property. Declarant may use any structures owned or controlled by Declarant on the Real Property as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain Association or ADRC approval of any improvement constructed or placed by Declarant, or its affiliated entities, on any portion of the Real Property. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Real Property, by an express written assignment recorded in the Ada County Recorder's Office.

Each Owner by acceptance of a deed to any Lot or other portion of the Real Property agrees that such Owner shall not object to or oppose any development of any portion of the Real Property, or other property owned by Declarant and annexed to the Real Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Real Property by Declarant to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Real Property or to impose any deadlines on Declarant to complete such development, including any subdivision or resubdivision of the Real Property, or to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Real Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing.

11.14 Animals. No animals, livestock, poultry (except as provided herein) or insects of any kind shall be raised, bred, or kept on any Lot, except chickens, dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The number of allowable chickens is four. No roosters shall be allowed. The number of allowable household pets are limited to three each (no more than three dogs and/or three cats, or three household pets, or any combination thereof, not to exceed a total of three). The Board may at any time require the removal of any animal, including domestic dogs and cats, that is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

11.15 Lot Maintenance. All Lots shall, before and after construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. Each Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. All grass shall be cut and mowed at sufficient intervals to comply with the standard of maintenance prevailing in the Subdivision unless otherwise approved in writing by the Board.

11.16 Flagpoles and Basketball Hoops. One flagpole is allowed on each Lot, but no more than two flags may be flown at any one time. Flagpole height and placement must comply with the Design Guidelines and be approved by the ADRC prior to installation. One basketball hoop is allowed on each Lot, the placement of which must comply with the Design Guidelines and be approved by the ADRC prior to installation.

11.17 Exterior Finish. The exterior of all Structures on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing Structures, and landscaping in the Subdivision. Siding of either hardboard, concrete composite lap or shingle siding, stucco or “drivet” type siding, board and batten may be allowed by the ADRC if it is consistent with an overall style and design of the homes in the subdivision, or other material approved by the Board. Stucco board, T-111 type plywood, or other pressed wood sheet, or vinyl lap siding will not be permitted. Exterior colors must comply with the Design Guidelines, be approved in writing by the ADRC in accordance with the provisions of Article 12, and shall include a minimum of two (2) paint colors for the body, trim and accents unless otherwise determined by the ADRC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the Structure they adjoin. The Owners of any Lot are responsible for maintaining the exterior paint in good condition. The Owners of any Lot are required to repaint the residence or any structure on the Lot when there are signs of any faded, peeling, or damaged paint. The Association is authorized to provide written notice of an Owners’ noncompliance with the paint standards set forth in these Declarations and/or the Design Guidelines, which notice shall provide the Owner with one year to remedy upon receiving notice. Any repainting of a residence on a Lot that results in a change of color requires prior approval from ADRC.

11.18 Roofing. All Structures shall have roofs constructed of composite shingles with high-definition ridges, with a 30-year architectural composition. All roof colors are subject to the approval of the Board and are limited to black, weathered wood, gray and dark brown. Roof color may not be changed without prior written approval of the Board.

11.19 Windows. All window frames on Residences shall be wood or vinyl. Exterior window wraps are required on all sides of homes.

11.20 Exterior Elevations. All home exterior elevations, paint colors and stone colors are to be approved by the ADRC.

11.21 Trash. All garbage, refuse and animal waste shall be properly and promptly cleaned and stored in sanitary containers so as to not be visible from the street. All equipment for the storage or disposal of such material, including dumpsters and garbage bins, shall be kept in a clean, neat, and sanitary condition, and shall be placed on the appropriate sidewalks or driveways no more than 12 hours before the scheduled garbage and recycle collection time and must be removed no later than 12 hours after collection. All such equipment, if stored outside, must be kept and maintained in a manner in which such equipment will not be visible from the street. Owners may store such equipment on the side of a Lot if it is stored in a non-conspicuous manner or is

stored in an enclosed structure. All such equipment must obey all applicable laws and ordinances, including nuisance for odors.

11.22 Agricultural Uses. The Owners have been made aware that the Subject Property has been developed in an agricultural community and that there will continue to be agricultural uses of some of the surrounding properties. The agricultural uses of the surrounding properties, including the use of agricultural machinery, burning and chemical weed control and fertilization, and the raising of livestock, although restricted from the Subject Property are not necessarily restricted from the neighboring properties. This provision specifically puts the Owners on notice of such potential conditions.

11.23 Mailboxes. All mailboxes shall be constructed or installed on any Lot only if in compliance with the ADRC Design Guidelines. The Owner of the Lot shall be responsible for maintaining, repairing, and replacing the mailbox in compliance with ADRC Design Guidelines.

11.24 Basements. Basements may be approved by the ADRC in its sole discretion and in accordance with the Design Guidelines, except that no basement shall be permitted on any Lot without installation of a sump pump having adequate capacity for the approved depth and square footage.

11.25 Outbuildings. Outbuildings, separate garages, sheds, and shelters may be constructed only simultaneously with or after a Residence has been constructed on the Owners Lot. All such outbuildings shall be constructed only after written approval thereof by the ADRC. All outbuildings shall be constructed of similar or compatible exterior materials with the Residence so as to be aesthetically compatible therewith. All outbuildings constructed on a Lot shall be in compliance with the applicable ordinance of the City of Boise.

11.26 Antennae/Satellite Dishes. Antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

11.27 Construction Time Frame. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Residence and all other Lot improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Residence and all other Lot improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100 per day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefor.** In the event of undue delay due to extraordinary weather conditions, materials shortages, or disruptions in labor force, this provision may be extended for a reasonable length of time upon written approval from the Board.

11.28 Leasing and Renting. The Owner of a Lot shall have the right to lease such Lot and residential structure thereon, subject to the following conditions: (1) all leases shall be in writing; (2) such lease shall be specifically subject to this Declaration, and any failure of a tenant to comply with the this Declaration shall be a default under the lease; (3) the Owner shall be liable for any violation of this Declaration committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant; (4) the Owner shall maintain commercially reasonable amounts of personal liability and property damage insurance on such Owner's Lot and such insurance shall name the Association as an additional insured; and (5) the Owner shall provide the Association a copy of the insurance policies as documentation that the Association is a named additional insured.

ARTICLE 12 DESIGN REVIEW

12.1 Purpose and Authority of ADRC. An architectural design review committee (the “ADRC”) shall review and approve all plans and specifications for Structures and provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property to ensure the highest possible quality of residential development. The approval of any plans and specifications submitted to the ADRC may be withheld not only because of their non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of incompatibility with the design standards for the Subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Subdivision, solar access, and other effects on the enjoyment of other parts of the Subdivision, including without limitation the Common Area, as well as any other factors which the ADRC reasonably determines to be relevant, may be taken into account by the ADRC in determining whether or not to approve any proposed Structure.

12.2 Membership. Until the Class B Member Termination Date, the ADRC shall consist of not less than three and no more than five persons, as Declarant may from time to time appoint. Until the Class B Member Termination Date, Declarant may remove any member of the ADRC from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the ADRC. Declarant may at any time delegate to the Board the right to appoint or remove members of the ADRC. In such event, or in the event Declarant fails to appoint an ADRC, the Board shall assume responsibility for appointment and removal of members of the ADRC, or if it fails to do so, the Board shall serve as the ADRC. Declarant shall retain the right to appoint members of the ADRC until the Class B Member Termination Date. No member of the ADRC shall receive any compensation or make any charge for his services in connection with design review and approval.

12.3 Approval of Plans by ADRC. No Residence, building, garage, or any Structure or improvements of any kind or nature shall be commenced, erected, placed, or altered on any Lot by an Owner (except the Declarant) until detailed construction plans and specifications showing the nature, shape, height, materials, colors, and location of the proposed improvements have been

submitted to and approved in writing by the ADRC. All plans and specifications must be submitted to the ADRC at least 30 days before commencement of construction unless such requirement is waived by the ADRC.

12.4 Action. Except as otherwise provided herein, at least two-thirds of the members of the ADRC have the power to act on behalf of the ADRC without the necessity of meeting and without the necessity of consulting with the remaining members of the ADRC. The Owner shall also supply any additional information reasonably requested by any member of the ADRC. The ADRC may render its decision only by written instrument setting forth the action taken by the members consenting thereto. The ADRC shall meet from time to time as necessary to perform its duties hereunder. Reports and decisions of the ADRC shall be disclosed at the next open session meeting of the Board.

12.5 Procedures. If the ADRC fails to approve or disapprove plans and specifications within 30 days after such plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to be complied with fully. The 30-day period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within 30 days as determined by the date of mailing by the ADRC. Such notice shall be delivered or mailed to the applicant at the address designated by the applicant for such purpose in his application.

12.6 Construction by Declarant. This Article does not apply to construction of improvements or alterations by Declarant upon portions of the Real Property owned by Declarant. Declarant reserves the right to add improvements not described in this Declaration.

12.7 Non-Waiver. Except as expressly provided for herein, the failure of the ADRC to enforce any provisions of this Declaration shall not constitute a waiver or negate the legal effect of any such requirement unless notice in writing of such failure to act is provided to the ADRC, it fails to institute measures to obtain compliance within 180 days of such notice, and all other legal requirements to constitute waiver or to negate the legal effect of such requirement have occurred.

ARTICLE 13 PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the New York Irrigation District and the Boise-Kuna Irrigation District (collectively the "District") using a pressurized irrigation system owned, operated, and maintained by the Association ("**Pressurized Irrigation System**"). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner and the Association agree to pay their proportionate share of assessments and other fees levied by the District, and each Owner agrees to pay its proportionate share of Assessments levied by the Association, associated with the operation and maintenance of the Pressurized Irrigation System. In addition, each Owner, for themselves and their family members, invitees, and licensees, covenants and agrees to hold the Association and Declarant harmless from all liability for damages or injuries to**

themselves, their family members, invitees, or licensees caused by the Pressurized Irrigation System or the lack of irrigation water.

The Association, in its discretion, may require irrigation rotation among the Owners and Lots to prevent overwatering, appropriate water right allocations, or for other reasonable reasons that it determines irrigation rotation is necessary in its discretion.

Each Owner acknowledges that the irrigation water delivered by the Pressure Irrigation System is subject to variability in availability and there is no guarantee that the amount of irrigation water will be sufficient at all times to meet the watering requirements of a Lot. The irrigation water delivered to the Lots is non-potable, and may contain weed seed, herbicides, pesticides, or other contaminants over which the Declarant, the Association, and the District have no control.

ARTICLE 14 LEGAL COMPLIANCE

14.1 General Compliance. The Declarant and all Owners shall comply with all laws, rules, and regulations applicable to the development of property in the City of Boise. If these Restrictions are less restrictive than any government rules, regulations, or ordinances then the more restrictive government rule, regulation, or ordinance shall apply. If a governmental rule, regulation, law, or ordinance would render a part of the Restrictions unlawful, then in such event that portion will be deemed amended to the minimum extent necessary to comply with the applicable rule, regulation, or ordinance.

ARTICLE 15 ENFORCEMENT

15.1 Notice and Remedies for Violation. If any Owner violates any provision of this Declaration, the Bylaws, or other rules adopted by the Association, then the Association, acting through and upon affirmative vote of the majority of the Board, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation. In addition, the Association may (a) notify the Owner in writing that his voting rights and his rights to use the Common Area and facilities thereon are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Section 9.8, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item that is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others.

Before the Association takes any of the actions described in (a)–(c) above, the Association shall provide Owner, by personal service or certified mail, with 30 days' notice of the violation,

the proposed compliance action, and the opportunity to be heard on the matter. The notice must state the place, date, and time of the hearing, which must be at least five days before the effective date of the action to be taken for enforcement. The hearing shall be conducted by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner, and the Board shall not reach a decision regarding appropriate compliance measures until conclusion of the meeting, which shall be based upon majority vote. If an Owner does not attend this hearing, such Owner shall be deemed to have waived his or her rights for an opportunity to be heard, and the Board shall proceed with enforcement as set forth herein. Notwithstanding the foregoing, if the Owner begins resolving the violation before the hearing, no fine shall be imposed as long as the Owner continues to address the violation in good faith until fully resolved.

If an emergency exists and is so determined by the Board, they may proceed with the remedies specified in (c) above, but shall not assess the Owner therefor, pending the hearing or decision on the hearing. All assessed fines shall be paid immediately to the Association and deposited into the Associations' general account. No portion of any fine may be used to increase the remuneration of any Board member or any agent of the Board.

15.2 Interest, Expenses and Attorney Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rates: From the date thereof until the first annual meeting of Members, 12% per year; and thereafter at a rate per year that the Members establish at each such annual meeting to be in effect until the next such annual meeting, but not higher than the maximum rate allowed by law, and if no such rate is established by the Members, then the rate is 12% per year. If the Declarant, the Association, or any Owner brings any suit or action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Owner, the prevailing party shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

15.3 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

15.4 Effect of Breach. The breach of any of the covenants, conditions, or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

15.5 Delay and Non-Waiver. No delay or omission on the part of Declarant, the Association, or the Owners of other Lots in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by any one whatsoever against Declarant and no right of action except specific performance shall accrue nor shall any other right of action be brought or maintained by anyone whatsoever against the Association on account of their failure to bring any action on account of any breach of these covenants, conditions or restrictions, or for imposing restrictions herein which may be unenforceable by Declarant or the Association.

15.6 Right of Enforcement. Except as otherwise provided herein, any Owner, Association or Declarant shall have the right to enforce the provisions hereby against any portion of the Real Property and against the Owners thereof. The Association has no obligation to mediate or arbitrate disputes between one or more Owners.

15.7 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association, or any Owner for recovery of damages or for negative or affirmative relief or both.

15.8 Violations of Law. Any violation of any State, municipal or local law, ordinance or regulation pertaining to ownership, occupation, or use of any portion of the Real Property is hereby declared to be a violation of this Declaration and subject to any and all enforcement procedures set forth in this Declaration.

15.9 Rights Cumulative. Each remedy provided for herein is cumulative and not exclusive.

ARTICLE 16 ANNEXATION OF OTHER PROPERTY

16.1 Right of Declarant to Annex Other Properties. Declarant reserves the right to annex any abutting, adjoining or contiguous real property into the Subdivision. Such annexation shall be accomplished by filing a Supplemental Declaration in the records of Ada County, Idaho, describing the property to be annexed (the “**Annexed Property**”) and specifically subjecting such property to the terms of this Declaration, as may be modified to reflect any special circumstances in connection with such annexed property. Such Supplemental Declaration shall not require the consent of voting members but shall require the consent of the owner of such property, if other than Declarant; provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Declaration to annex additional real property to the Real Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts any such annexation shall be effective upon the recording of such Supplemental Declaration.

16.2 Supplement. The additions authorized by the provisions of this Article shall be made by recording in the Ada County Recorder's office a Supplemental Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the Annexed Property and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant. In addition, each supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this Declaration. Upon recording any supplement for Annexed Property, the provisions of this Declaration (except as modified, altered, limited, or supplemented in the supplement) shall apply to such Annexed Property as if such Annexed Property had been part of the Real Property upon the effective date of this Declaration.

16.3 De-Annexation. Declarant may delete all or a portion of the property described on Exhibit A and any Annexed Property from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property being de-annexed, and provided that a notice of de-annexation is filed in the records of Ada County, Idaho, describing the property to be de-annexed and specifically excepting such property from the terms of this Declaration.

16.4 Amendment. This Article 16 shall not be amended without the prior consent of the Declarant so long as Declarant owns any portion of the Subdivision.

ARTICLE 17 GENERAL PROVISIONS

17.1 Severability. Invalidity of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

17.2 Duration. The provisions of this Declaration shall be perpetual, subject only to extinguishment by the holders of such restrictions as provided by law.

17.3 Amendment. This Declaration may be amended by an instrument approved in writing by Declarant (if Declarant owns one or more Lots) or by the written consent of two-thirds (2/3) of the Members. Amendments shall be in the form of supplemental declarations and must be recorded in the records of Ada County, Idaho. So long as Declarant owns any Lot or other portion of the Real Property, any amendment to or termination of this Declaration shall require the prior written approval of Declarant. Any purported amendment or termination without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by Declarant and recorded. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Real Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

17.4 No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by Declarant, in selling the Subdivision, or any Lot or part thereof, shall be deemed

to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

17.5 Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Area, or any other part of the Subdivision, or any Structure, Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association's Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of the Subdivision, then the record owner of any mortgage or trust deed upon any part of the Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgagor of such property as a Member of the Association (to the exclusion of such Owner-Mortgagor) including the right to vote at all regular and special meetings of the Members of the Association for a period of one year following the date of such notice. During said period mortgagees shall be given notice of all regular and special meetings of the Association, and the Owner-mortgagor shall receive such notice also and may attend such meeting as an observer. Said notice shall quote this paragraph and shall be sent by certified United States mail, return receipt requested, to the Owner-mortgagor, with a copy by regular mail to the Association at the last-known address of each.

17.6 Loss of Property. To protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the repair or rebuilding of his Residence or other Structure after any loss to it.

17.7 Notices. Unless otherwise provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last address provided to the Association in writing by the person who appears as Member or Owner on the records of the Association at the time of such mailing.

17.8 Assignment. If the Declarant conveys its title to all or part of the Lots to a third party and designates in such conveyance that such party shall be the successor Declarant then such successor Declarant shall have all duties, rights, powers, and reservations of the Declarant contained in this Declaration upon the acceptance and recording of such conveyance.

17.9 Conflicting Provisions. In case of any conflict between this Declaration and the Bylaws, this Declaration shall control.

17.10 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust or first mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration.

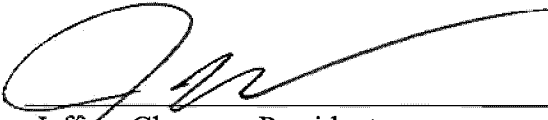
17.11 Owners' Further Acknowledgements. By accepting a deed to any Lot contained within the Real Property, each Owner acknowledges and agrees that Owner has read and understands the Project Documents.

Signature Page Follows

Declarant has executed this Declaration as of the date first written above.

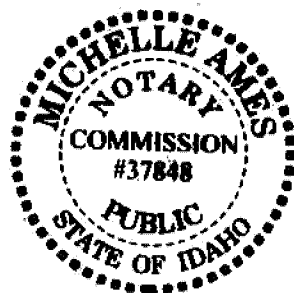
DECLARANT:

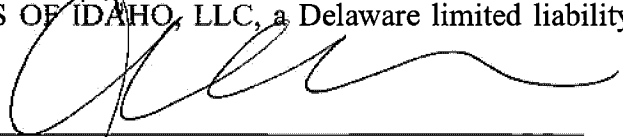
LENNAR HOMES OF IDAHO, LLC,
a Delaware limited liability company

By 
Jeffrey Clemens, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on April 5, ~~2023~~²⁰²⁴, by JEFFREY CLEMENS as President of LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company.




Signature of Notary Public
My commission expires: 3-26-2026

**EXHIBIT A
BOXELDER CREEK SUBDIVISION
LEGAL DESCRIPTION**

A PARCEL BEING A PORTION OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ OF SAID SECTION 23 (N $\frac{1}{4}$ CORNER), FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID NE $\frac{1}{4}$ BEARS S 89°36'05"E A DISTANCE OF 2670.77 FEET;

THENCE ALONG THE NORTH BOUNDARY OF SAID NE $\frac{1}{4}$ S 89°36'05"E A DISTANCE OF 1002.88 FEET TO A POINT;

THENCE LEAVING SAID BOUNDARY S 0°23'55" W A DISTANCE OF 62.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF W. OVERLAND ROAD AS DEDICATED PER DOCUMENT RECORDED AS INSTRUMENT NO. 2023-015439, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING ON THE EASTERLY BOUNDARY OF MILLCREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK 65 OF PLATS ON PAGES 6705 THROUGH 6708, RECORDS OF ADA COUNTY, IDAHO AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY S 89°36'05"E A DISTANCE OF 334.39 FEET TO A POINT ON THE WESTERLY BOUNDARY OF CORONADO SUBDIVISION, AS SHOWN IN BOOK 72 OF PLATS ON PAGES 7359 AND 7360, RECORDS OF ADA COUNTY, IDAHO;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG WESTERLY BOUNDARY OF SAID CORONADO SUBDIVISION S 0°38'15" W (FORMERLY S 0°37'06" W) A DISTANCE OF 692.27 FEET TO AN ANGLE POINT ON THE NORTHERLY BOUNDARY OF MILLCREEK SUBDIVISION NO. 3, AS SHOWN IN BOOK 80 OF PLATS ON PAGES 8589 AND 8590, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID NORTHERLY BOUNDARY N 88°30'05" W A DISTANCE OF 51.97 FEET (FORMERLY N 88°34'29" W, 51.94 FEET) TO A POINT;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SAID MILLCREEK SUBDIVISION NO. 1 N 41°34'47" W A DISTANCE OF 184.96 FEET (FORMERLY N 41°36'14" W, 185.04 FEET) TO AN ANGLE POINT ON SAID EASTERLY BOUNDARY;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID MILLCREEK SUBDIVISION NO. 1 THE FOLLOWING COURSES AND DISTANCES:

THENCE N 23°49'59" W A DISTANCE OF 96.10 FEET (FORMERLY N 23°45'51" W, 95.98 FEET) TO A POINT;

THENCE N 53°34'53" W (FORMERLY N 53°38'39" W) A DISTANCE OF 94.96 FEET TO A POINT;

THENCE N 7°03'28" W A DISTANCE OF 169.97 FEET (FORMERLY N 7°03'23" W, 170.12 FEET) TO A POINT;

THENCE N 0°44'49" W A DISTANCE OF 59.94 FEET (FORMERLY N 0°40'57" W, 59.92 FEET) TO A POINT;

THENCE N 10°52'58" E A DISTANCE OF 100.19 FEET (FORMERLY N 10°49'29" E, 100.14 FEET) TO A POINT;

THENCE N 20°59'39" W A DISTANCE OF 39.85 FEET (FORMERLY N 20°56'51" W, 39.97 FEET) TO A POINT;

THENCE N 29°54'09" W A DISTANCE OF 39.67 FEET (FORMERLY N 29°56'19" W, 39.64 FEET) TO A POINT;

THENCE N 0°21'16" E (FORMERLY N 0°29'25" E) A DISTANCE OF 11.96 FEET TO THE POINT OF BEGINNING.

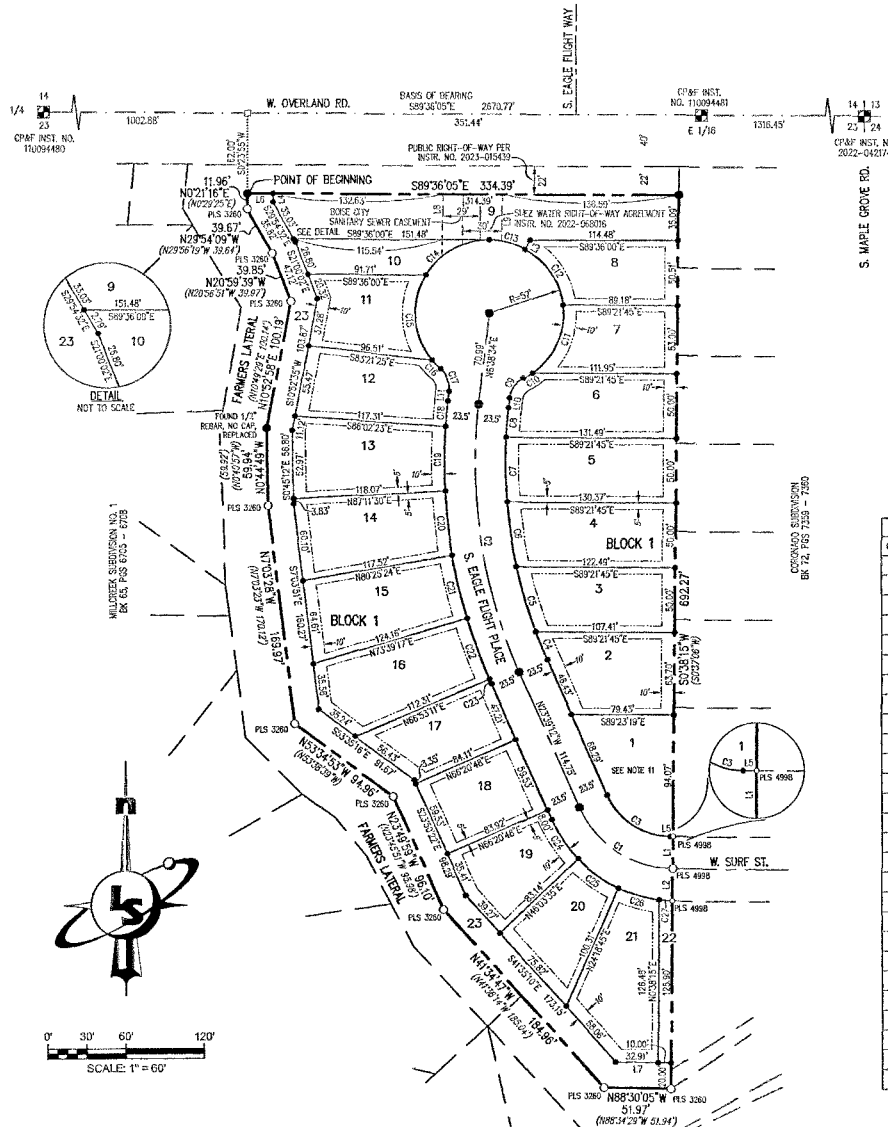
EXHIBIT B
BOXELDER CREEK SUBDIVISION
PLAT

See attached.

BOXELDER CREEK SUBDIVISION

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO 2023

BOOK 121, PAGE 23-118



LINE	LENGTH	BEARING
L1	25.00'	N07°01'17"E
L2	25.00'	N07°01'17"E
L3	8.12'	N07°01'17"E
L4	6.57'	N07°01'17"E
L5	2.12'	N89°21'22"W
L6	20.00'	N89°36'05"W
L7	42.91'	S88°30'28"E
L8	47.50'	S02°27'01"W
L9	35.89'	S02°24'29"W
L10	7.49'	N07°01'17"E
L11	7.49'	N07°01'17"E

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	91.57'	80.00'	65°35'01"	S56°26'42"E	86.65'
C2	211.51'	400.00'	30°17'46"	S82°01'10"E	209.05'
C3	61.50'	54.00'	69°42'10"	S56°30'17"E	58.59'
C4	23.20'	376.50'	3°31'48"	S21°23'17"E	23.19'
C5	62.27'	376.50'	7°57'14"	S16°05'46"E	52.22'
C6	50.65'	376.50'	7°42'31"	S61°18'54"E	50.62'
C7	50.65'	376.50'	7°42'31"	S61°18'54"E	50.62'
C8	22.81'	376.50'	3°29'13"	S43°33'58"W	22.81'
C9	19.41'	20.00'	55°36'09"	S34°26'39"W	18.65'
C10	7.92'	57.00'	7°57'41"	N81°15'52"E	7.91'
C11	60.48'	57.00'	69°47'43"	N23°53'00"E	57.88'
C12	53.89'	57.00'	54°16'10"	N33°38'47"E	51.99'
C13	28.78'	57.00'	28°55'57"	N75°14'51"E	28.48'
C14	58.26'	57.00'	58°33'53"	S61°00'14"W	55.76'
C15	70.69'	57.00'	70°33'30"	S34°02'27"E	66.22'
C16	9.57'	57.00'	9°32'22"	S41°08'53"E	9.56'
C17	19.41'	20.00'	55°36'09"	N21°29'30"W	18.65'
C18	19.83'	423.50'	2°40'56"	S51°06'06"W	19.83'
C19	50.03'	423.50'	6°46'07"	S03°34'34"W	50.00'
C20	50.03'	423.50'	6°46'07"	S87°33'37"E	50.00'
C21	50.03'	423.50'	6°46'07"	S12°57'40"E	50.00'
C22	50.03'	423.50'	6°46'07"	S19°43'46"E	50.00'
C23	3.99'	423.50'	0°32'22"	S03°23'01"E	3.99'
C24	36.87'	106.10'	19°47'59"	S33°33'11"E	36.40'
C25	39.43'	106.10'	21°17'37"	S54°05'50"E	39.21'
C26	33.01'	106.10'	17°49'28"	S73°39'32"E	32.87'
C27	10.03'	106.10'	52°45'57"	S85°16'45"E	10.03'

- LEGEND**
- SUBDIVISION BOUNDARY
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - LOT LINE
 - EXISTING PARCEL LINE
 - PUBLIC UTILITY, PRESSURE IRRIGATION & LOT DRAINAGE EASEMENT LINE - SEE NOTES 1 & 2
 - OTHER EASEMENT LINE AS NOTED
 - FOUND ALUMINUM CAP AS NOTED
 - SET 5/8"X24" REBAR w/PLASTIC CAP
 - SET 1/2"X24" REBAR w/PLASTIC CAP
 - FOUND 5/8" REBAR, AS NOTED
 - FOUND 1/2" REBAR, AS NOTED
 - LOT NUMBER
 - RECORD DATA

- NOTES**
- EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, BOXELDER CREEK SUBDIVISION HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION, BOISE CITY STREET LIGHTS AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
 - UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, BOXELDER CREEK HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
 - ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
 - IRRIGATION WATER HAS BEEN PROVIDED TO EACH LOT IN COMPLIANCE WITH IDAHO CODE SECTION 31-306(1)(D). THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEW YORK IRRIGATION DISTRICT AND BOISE-ADANA IRRIGATION DISTRICT. ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE APPLICABLE DISTRICTS.
 - MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS.
 - MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
 - THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE DEVELOPMENT CODE.
 - LOTS 1, 9, 10, 22 AND 23 OF BLOCK 1 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE BOXELDER CREEK SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES AND BOXELDER CREEK SUBDIVISION HOMEOWNERS ASSOCIATION PRESSURE IRRIGATION.
 - THIS DEVELOPMENT RECORDED SECTION 22-4003, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
 - THE DEVELOPMENT IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF BOISE RECORDED AS INSTRUMENT NO. 2021-152168, RECORDS OF ADA COUNTY, IDAHO.
 - LOT 1, BLOCK 1 IS SERVIENT TO AND CONTAINS THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-100236, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL. (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO THE ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2002 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
 - THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2022-015174, RECORDS OF ADA COUNTY, IDAHO.
 - THIS DEVELOPMENT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS (CCARs) THAT PERTAIN TO THIS DEVELOPMENT, TO BE FILED AND RECORDED IN THE ADA COUNTY RECORDER'S OFFICE.
 - DIRECT LOT ACCESS TO W. OVERLAND ROAD IS PROHIBITED.
 - THE LAND WITHIN THIS SUBDIVISION IS SUBJECT TO AN AVIATION EASEMENT AS RECORDED IN INSTRUMENT NO. 9310720, ADA COUNTY RECORDS.
 - LOT 23 OF BLOCK 1 IS SUBJECT TO A BLANKET EASEMENT FOR PEDESTRIAN ACCESS, AND A BLANKET EASEMENT FOR THE USE AND MAINTENANCE OF THE FARMERS LATERAL IRRIGATION CANAL.
 - LOTS 9 AND 10 OF BLOCK 1 SHALL BE SUBJECT TO A BOISE CITY SANITARY SEWER EASEMENT AS DELINEATED HEREON.
 - THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF A LICENSE AGREEMENT FOR THE FARMERS LATERAL WITH THE RAMPA & MERIDIAN IRRIGATION DISTRICT, RECORDED AS INSTRUMENT NO. 2022-067892, RECORDS OF ADA COUNTY, IDAHO.

SURVEY NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF OVERLAND SUBDIVISION, MILLCREK SUBDIVISION NO. 1, MILLCREK SUBDIVISION NO. 3, INFORMATION FROM RECORD OF SURVEY NUMBER 17634, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ADOPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

MILLCREK SUBDIVISION NO. 3
BK 80, PGS 859 - 8590



BOXELDER CREEK SUBDIVISION

BOOK 171, PAGE 2419

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT CHASE ESTATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL BEING A PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE NE ¼ OF SAID SECTION 23 (N ¼ CORNER), FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID NE ¼ BEARS S 89°36'05"E A DISTANCE OF 2670.77 FEET;

THENCE ALONG THE NORTH BOUNDARY OF SAID NE ¼ S 89°36'05"E A DISTANCE OF 1002.88 FEET TO A POINT;

THENCE LEAVING SAID BOUNDARY S 0°23'55" W A DISTANCE OF 62.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF W. OVERLAND ROAD AS DEDICATED PER DOCUMENT RECORDED AS INSTRUMENT NO. 2023-015439, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING ON THE EASTERLY BOUNDARY OF MILLCREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK 65 OF PLATS ON PAGES 6705 THROUGH 6708, RECORDS OF ADA COUNTY, IDAHO AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY S 89°36'05" E A DISTANCE OF 334.39 FEET TO A POINT ON THE WESTERLY BOUNDARY OF CORONADO SUBDIVISION, AS SHOWN IN BOOK 72 OF PLATS ON PAGES 7359 AND 7360, RECORDS OF ADA COUNTY, IDAHO;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG WESTERLY BOUNDARY OF SAID CORONADO SUBDIVISION S 0°38'15" W (FORMERLY S 0°37'08" W) A DISTANCE OF 692.27 FEET TO AN ANGLE POINT ON THE NORTHERLY BOUNDARY OF MILLCREEK SUBDIVISION NO. 3, AS SHOWN IN BOOK 80 OF PLATS ON PAGES 8589 AND 8590, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID NORTHERLY BOUNDARY N 88°30'05" W A DISTANCE OF 51.97 FEET (FORMERLY N 88°34'29" W, 51.94 FEET) TO A POINT;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, AND EXTENDING ALONG THE EASTERLY BOUNDARY OF SAID MILLCREEK SUBDIVISION NO. 1 N 41°34'47" W A DISTANCE OF 184.96 FEET (FORMERLY N 41°35'14" W, 185.04 FEET) TO AN ANGLE POINT ON SAID EASTERLY BOUNDARY;

THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SAID MILLCREEK SUBDIVISION NO. 1 THE FOLLOWING COURSES AND DISTANCES:

THENCE N 23°49'59" W A DISTANCE OF 96.10 FEET (FORMERLY N 23°45'51" W, 95.98 FEET) TO A POINT;

THENCE N 53°34'53" W (FORMERLY N 53°38'39" W) A DISTANCE OF 94.96 FEET TO A POINT;

THENCE N 70°3'28" W A DISTANCE OF 169.97 FEET (FORMERLY N 70°3'23" W, 170.12 FEET) TO A POINT;

THENCE N 0°44'49" W A DISTANCE OF 59.94 FEET (FORMERLY N 0°40'57" W, 59.92 FEET) TO A POINT;

THENCE N 10°52'58" E A DISTANCE OF 100.19 FEET (FORMERLY N 10°49'29" E, 100.14 FEET) TO A POINT;

THENCE N 20°59'39" W A DISTANCE OF 39.85 FEET (FORMERLY N 20°56'51" W, 39.97 FEET) TO A POINT;

THENCE N 29°54'09" W A DISTANCE OF 39.67 FEET (FORMERLY N 29°56'19" W, 39.64 FEET) TO A POINT;

THENCE N 0°21'16" E (FORMERLY N 0°29'25" E) A DISTANCE OF 11.96 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 4.00 ACRES MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE-DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC; HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM, AND VEOLIA WATER IDAHO, INC. HAS AGREED, IN WRITING, TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 19th DAY OF OCTOBER, 2023

JAMES L. ZUBILLAGA
DIRECTOR, STERLING HOMES, INC.; MANAGER, CHASE ESTATES, LLC

ACKNOWLEDGEMENT

STATE OF Idaho }
COUNTY OF Ada } SS

ON THIS 19th DAY OF October, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES L. ZUBILLAGA, KNOWN OR IDENTIFIED TO ME TO BE THE DIRECTOR OF STERLING HOMES, INC., AN IDAHO CORPORATION, WHICH IS THE MANAGER OF CHASE ESTATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID CHASE ESTATES, LLC'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF SAID STERLING HOMES, INC., AND THAT SUCH CORPORATION EXECUTED THE SAME IN SAID CHASE ESTATES, LLC'S NAME.

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

Rebecca J. McKeay
NOTARY PUBLIC FOR Idaho
RESIDING AT Boise, Idaho
MY COMMISSION EXPIRES: 8-16-2024



CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118



JOB NO. 21-56
SHEET 2 OF 3

**ENGINEERING
SOLUTIONS**
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
217 E. 9th St., Ste. A, Meridian, ID 83442
(208) 786-2040 • (208) 288-2507 fax

BOXELDER CREEK SUBDIVISION

BOOK 221, PAGE 28422

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 12 DAY OF April 2023



Ann Kelley
PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CENTRAL DISTRICT HEALTH

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Doni Cook PEHS 6-22-2022
CENTRAL DISTRICT HEALTH

CERTIFICATE OF COUNTY TREASURER

I, Elizabeth Mahn COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Elizabeth Mahn COUNTY TREASURER
Signed by Deputy: Alexandra W. Hays DATE: Oct 26, 2023



APPROVAL OF CITY ENGINEER

I, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Joe P. Pelt 10-12-2023
CITY ENGINEER
PE# 11185

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359
10-25-2023

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2023-060875

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions AT 5:0 MINUTES PAST 1 O'CLOCK P.M. THIS 26th DAY OF October, 2023 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 127 OF PLATS AT PAGES 20418-20420

West Tripp
DEPUTY EX-OFFICIO RECORDER
FEE: \$100

APPROVAL OF CITY COUNCIL

I, Jessie Benzing DEPUTY CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 10th DAY OF October, 2023, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Jessie Benzing
BOISE CITY CLERK - DEPUTY



JOB NO. 21-56
SHEET 3 OF 3

ENGINEERING SOLUTIONS
Land Surveying and Consulting
221 E. 2nd St. Ste. A Meridian ID 83421
(208) 281-2040 - (208) 281-2050 fax