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

**FOR**

**ESTATES AT WEST HIGHLANDS SUBDIVISION**

## NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF REAL PROPERTY WITHIN THE ESTATES AT WEST HIGHLANDS 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 PRIOR TO ACQUIRING A LOT.

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**APPENDIX A — Legal Description**

**APPENDIX B — Plat**

**APPENDIX C — Shared Irrigation Facilities Agreement**

**APPENDIX D — STORM DRAINAGE O & M Maintenance Manual**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR  
ESTATES AT WEST HIGHLANDS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR ESTATES AT WEST HIGHLANDS SUBDIVISION (“Declaration”) is made this \_\_\_ day of July 2022, by Estates 81, LLC, an Idaho limited liability company (hereinafter referred to as “Declarant”).

**ARTICLE 1**

**RECITALS**

**1.1. Property Covered.**

The property subject to this Declaration is the property legally described on the attached Appendix A, and as depicted in the final Plat of the Estates at West Highlands Subdivision No. 1, recorded in the records of Canyon County, Idaho, as Instrument No. 2022-034621 on July 14<sup>th</sup>, 2022 and attached hereto as Appendix B, along with any Phases 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.**

Estates at West Highlands 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 Middleton or any other development plans for which Declarant may from time to time obtain approval from the City of Middleton. 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.

## 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, this Declaration shall control.

Notwithstanding anything herein to the contrary, until one hundred percent (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 Estates at West Highlands 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.

## ARTICLE 3

### DEFINITIONS

**"Articles"** shall mean the Articles of Incorporation of the Association.

**"Association"** shall mean Estates at West Highlands Subdivision Homeowners Association, 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"** shall mean those payments required of Owners, as Members, including, without limitation, Regular, Special or Limited Assessments as provided in this Declaration.

**"Board of Directors"** or **"Board"** shall mean any duly qualified board of directors, or other governing board or individual, if applicable of the Association.

**"Bylaws"** shall mean the Bylaws of the Association.

**"Common Area"** shall mean 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 Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2, Block 6 and any improvements thereto.

**“Declarant”** shall mean the undersigned, Estates 81, 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 18.7 below.

**“Declaration”** shall mean this document as may be supplemented from time to time with a Supplemental Declaration, and shall include any amendment or restatement of this Declaration where the context requires.

**“Design Committee”** shall mean the Design Committee as described in Articles 10 and 11.

**“Director”** or **“Directors”** shall mean members of the Board.

**“Lot”** or **“Lots”** shall mean any Lot (or collection of Lots) within any Phase of Estates at West Highlands 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”** shall mean an Owner holding a membership of the Association, including Declarant.

**“Owner”** shall mean 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.

**“Phase”** shall mean a defined portion of the Real Property which has been designated as a Phase by Plat and/or recorded Supplemental Declaration. Each Phase shall contain one or more residential Lots and may, in Declarant’s discretion, be managed to the extent permitted herein or by Supplemental Declaration.

**“Plat”** shall mean any subdivision plat covering any portion of the Real Property as recorded in the Canyon County, Idaho Recorder’s Office, particularly including but not limited to those certain Plats for Estates at West Highlands Subdivision No. 1, attached as Appendix B, recorded in the records of Canyon County, Idaho, as amended and supplemented from time to time.

**“Pressurized Irrigation System”** shall mean that certain irrigation system for the Subdivision as further described in Article 13.

**“Project Documents”** shall mean 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 Design Committee.

**“Residence”** shall mean 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.

**“Storm Drainage Facility”** shall mean that certain storm drainage system – consisting of curb and gutter, inlets, storm drain manholes, pipes and sand and grease traps – that collects, transports, and disposes storm water run-off for the Subdivision

**“Structure”** shall mean the broadest legal definition attributable to the term “structure.” For purposes of construction, the term “Structure” shall mean, but not be limited to any 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 **“Estates at West Highlands Subdivision”** or **“Real Property”** shall mean the property legally described in Appendix A subject to this Declaration and any property subject to this Declaration by recorded Supplemental Declarations, including without limitation, each Lot, parcel, and portion thereof and interest therein.

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

**“Water Rights”** shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Real Property, including, without limitation, (1) all licenses, permits, claims, permit applications, contracts, and storage entitlements; (2) all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and (3) all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral, or pipeline. Water Rights shall also specifically include the above-described rights to the use of water appurtenant to the Real Property as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Real Property.

## 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 Middleton. 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 so as to be inconsistent with this Declaration. Declarant grants the Association a revocable, non-exclusive license to use the name "Estates at West Highlands Subdivision" for the sole purpose of identifying the Association.

#### 4.2. Membership.

The Members of the Association shall be comprised of 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 and all lawful things which 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 which 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 shall have the power to levy Assessments and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include 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, 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 (1) 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. 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 and/or any design guidelines of the Design committee, 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 Design Committee 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 which 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, the Association shall have the power to prepare and distribute a newsletter on matters of general interest to Members of the Association, the cost of which shall 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, shall 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 the Real Property. 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.

4.4.2 Operation and Maintenance of Irrigation System. Operate and maintain or otherwise provide for the operation and maintenance of the Pressurized Irrigation System described in Article 13, including all facilities connected to the irrigation pump station. The duty to Operate and maintain or otherwise provide for the operation and maintenance of the Pressurized Irrigation System must be fulfilled in accordance with the terms of the Shared Irrigation Facilities Agreement, dated July 25<sup>th</sup> 2022, and recorded as Instrument No. 2022-036031, in the records of Canyon County, Idaho. This Shared Irrigation Facilities Agreement is attached hereto for reference as Appendix C.

4.4.3 Reserve Account. Establish and fund one or more reserve accounts 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 accounts shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Area.

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

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

4.4.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association and/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 prior to 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/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

4.4.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to own and/or 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.

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

4.4.9 Insurance. 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, without limitation the following policies of insurance:

4.4.9.1 Fire 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 value of all improvements, equipment and fixtures located within the Common Area;

4.4.9.2 Comprehensive public liability insurance insuring the Board, the Association, Declarant, and the individual grantees, tenants, agents and employees, invitees, and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage as adjusted by the Board from time to time;

4.4.9.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) as adjusted by the Board from time to time;

4.4.9.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem 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;

4.4.9.5 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; and

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

4.4.10 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 Canyon County also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

#### **4.5. 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 (1) 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.

#### **4.6. 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 Design Committee, 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**

### **OWNERS' ASSOCIATION CONTROL**

#### **5.1. 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 ninety (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:

5.1.1 The original or a photocopy of the recorded Declaration and copies of the Bylaws and the Articles of Incorporation of Estates at West Highlands Subdivision Homeowners Association, Inc. and any supplements and amendments to the Articles or Bylaws;

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

5.1.3 All rules and regulations adopted by the Declarant;

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

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

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

5.1.7 A copy of the following, if available:

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

5.1.7.2 The original specifications, indicating all subsequent material changes;

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

5.1.7.4 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;

5.1.8 Insurance policies;

5.1.9 Copies of any occupancy permits issued for the Subdivision;



5.1.10 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;

5.1.11 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 of the fee or charge of the person performing the service; and

5.1.12 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 of Directors in the manner prescribed in the Bylaws.

## **5.2. Voting Rights.**

The Association shall have two classes of voting memberships:

5.2.1 Class A Members. The "Class A Members" shall be all Owners of Lots, with the exception of 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 shall not be entitled to vote upon any matter. Upon the Class B Member Termination Date, Class A Members shall be entitled to one (1) vote (fractional votes are not allowed) for each Lot owned by each such Class A Member. When more than one (1) 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 (1) 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 (1) vote for each Lot owned by the Declarant.

5.2.2 Class B Member. The "Class B Members" shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Lot owned. The Declarant (and its successors in title to whom the Declarant has granted the Class B voting rights, as provided above) may act by and through its designated representative (hereinafter "Declarant's Delegate"). The Class B Members shall be the only voting Members of the Association entitled to one (1) vote for each Lot owned until the Class B Member Termination Date. Upon the latest 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 granted the Class B voting 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 granted the Class B voting rights, as provided above) informs the Board in writing that it no longer wishes to exercise its rights as the Class B Member hereunder; or (3) December 31, 2042. 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 6**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

#### **6.1. Members' Easement of Enjoyment.**

The Declarant has conveyed or will convey the Common Area to the Association. Every Member shall have an easement for the use, protection, and maintenance of the Common Area, which shall not be accessible to any Member. 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:

6.1.1 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 ten (10) nor more than ninety (90) days prior to such action.

6.1.2 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 (2/3rds) of the total voting power of the Association, if any, has been recorded in the appropriate records of Canyon 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 thirty (30) nor more than ninety (90) days prior to such vote.

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

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

6.1.4.1 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;

6.1.4.2 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

6.1.4.3 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 7**

### **EASEMENTS**

#### **7.1. 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.

#### **7.2. 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 Design Committee, 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.

#### **7.3. 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 shall include, 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.

#### **7.4. 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.

**7.5. 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.

**7.6. 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 storm drain system, pressurized irrigation, landscaping or the exterior of improvements to such Lot as required by the Project Documents.

**ARTICLE 8**

**COVENANT FOR ASSESSMENTS**

**8.1. 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 Subdivision and in particular for the preservation and maintenance of Common Area and other property designated by the Board of Directors of the Association. 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 Storm Drainage System and 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.

**8.2. 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.

**8.2.1 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 and Water Rights, including all improvements located on such areas owned and/or managed and maintained by the Association, the payment and delivery of water supply to the Subdivision (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, the Water Rights, the Storm Drainage System, the Pressurized Irrigation System, 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 referred to herein as the "Expenses."

**8.2.2 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 (6) 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 sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

**8.2.2.1 Amounts paid by Owners.** The Board can require, in 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.

### **8.3. Special Assessments.**

**8.3.1 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.

**8.3.2 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.

#### **8.4. Limited Assessments.**

Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association 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.

#### **8.5. Notice and Assessment Due Date.**

Except with regard to the first Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually, or annually. 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 ten (10) days after the date due. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at the rate of eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. 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.

#### **8.6. Reserve Account.**

The Association may, but is not required to, establish and fund one or more reserve accounts 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.

#### **8.7. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Board of Directors 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.

#### **8.8. Effect of Nonpayment of Assessments; Liens; Remedies of the Association.**

8.8.1 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 each and 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.

#### **8.8.2 Assessment Liens.**

8.8.2.1 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 twelve percent (12%) per annum, and all costs of collection which 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 Canyon County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to 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.

8.8.2.2 Notice of Claim. Upon default of any Owner in the payment of any Assessments issued hereunder, upon approval of the Board, a member of the Board may cause a notice of claim to be recorded in the office of the Canyon County Recorder, as applicable. The notice shall comply with Idaho Code and shall state the amount due for the unpaid assessments after deducting all just credits and offsets and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same have been assessed, the name of the Association, and the name of the record Owner thereof. Said claim shall be served upon the Owner in compliance with Idaho Code. Each assessment shall constitute a separate basis for a notice of claim, 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.

8.8.2.3 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.

8.8.2.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of claim, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim 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 claim, and to the person in possession of such Lot(s) and a copy thereof is recorded by the Association in the Canyon County Recorder's Office.

8.8.2.5 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.

### **8.9. 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.

### **8.10. Set Up, Transfer Fee and Initial Regular Assessment.**

Assessments shall commence as to each Lot upon the closing of the first sale of such Lot from Declarant, or as to the remaining Lots owned by Declarant, when such Lots are no longer offered for sale to the general public. At each such closing, the Owner thereof shall pay a setup fee in the amount of Four Hundred Dollars (\$400.00) and also such portion of the existing Regular Assessment, pro-rated for the remainder of the calendar year. These initial Assessments shall be paid to the Declarant to reimburse the Declarant the setup costs and the maintenance of the Common Area and related facilities and other Association costs incurred or to be incurred by the Declarant prior to the Class B Termination Date. The pro rata portion of the Regular Assessment will be paid to the Declarant for each closing that occurs prior to the Class B Termination Date and only be paid to the Association if the Association has conducted its first annual meeting, elected a Board of Directors and assumed the obligations and expenses of the Association. The Declarant shall have the exclusive use of the assessments for the purposes of discharging the duties



and obligations of the Association until the Class B Termination Date. For each Lot that has been sold to a builder who subsequently conveys the Lot to a homeowner; or for each Lot that is purchased from the Declarant by a homeowner, there shall be assessed against such Lot a transfer fee in the sum of Three Hundred Dollars (\$300.00), which fee shall be utilized by the Declarant to cover any management fee incurred in connection with the management of the affairs of the Association. The Association, upon its first meeting, shall initiate Assessments in accordance with this Declaration without regard to or an accounting of the initial deposits or other Assessments previously paid to the Declarant.

## **ARTICLE 9**

### **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 10**

### **DEVELOPMENT STANDARDS**

#### **10.1. 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 Design Committee. Any such storage building, detached, shop, or shed must be set back at least five (5) 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 Design Committee and/or Board. This Declaration is not intended to serve as authority for the Design Committee 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 Design Committee 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 Design Committee (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. However, 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.

## **10.2. 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.

## **10.3. Setbacks.**

No building or other structure (exclusive of fences and similar structures approved by the Design Committee) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Middleton applicable to the Real Property except as may be modified by a conditional use permit issued by the City of Middleton, (ii) the Design Committee Design Guidelines or approval, or (iii) this Declaration, whichever requires the greater distance. The Design Committee 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.

## **10.4. Garages; Minimum Square Footage of Living Space.**

Each Residence shall have an attached or detached fully enclosed garage having minimum capacity or square footage as set forth in the Design Committee Design Guidelines or otherwise required by the Design Committee. No carports will be allowed. The minimum square footage of living area within a Residence shall be at least 1,800 square and must otherwise comply with the Design Guidelines as approved by the Design Committee in its sole and absolute discretion. The square footage of the living area shall be based upon the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios, and garage. 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 Design Committee and/or Board. THE OWNER (OR HIS/HER BUILDER) SHOULD REVIEW THE Design Committee DESIGN GUIDELINES.

### **10.5. 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 the course of construction of a Residence on a Lot, of construction materials and equipment on said Lot as may be necessary for such construction.

### **10.6. Landscaping.**

A landscape plan is required to be submitted to the Design Committee for approval. The Owner is required to follow all guidelines set forth for landscaping by the Design Committee 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 ninety (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 Design Committee 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 Design Committee in its sole and absolute discretion.

### **10.7. 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 fully screened or enclosed from view by a concealing structure, and the Design Committee has previously approved the location and screening/concealment structure for the specific item(s). 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 twelve (12) feet or longer than thirty-five (35) feet. If a stored item is taller than the front screening/concealment structure, then the item must be set back at least two (2) feet from the screening/concealment structure for every foot it is taller than the structure.

c) No vehicle shall be parked or stored for a period in excess of seventy-two (72) consecutive hours on any street, Lot, or any other portion of the Real Property, including driveways. 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 (1) ton, shall be parked or stored upon any Lot or street within the subdivision.

d) 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.

#### **10.8. 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 (4) feet in height. Any fence or hedge installed on the remainder of the Lot shall not exceed six (6) feet in height. All other fences, including side yard fencing, must be vinyl solid fencing or view fencing as approved by the Design Committee, 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 Design Committee. 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.

The Owner of any Lot, including, without limitation, Declarant or any successor Declarant, shall be obligated to plant, prior to 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 Middleton, the Board or the Design Committee. 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 Middleton 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.

#### **10.9. 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, and Federal requirements.

#### **10.10. 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 said Lots in the normal course of said construction and to use completed homes as sales models as provided herein.

### **10.11. 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 four (4) square feet advertising the Lot for sale. 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.

### **10.12. No Further Subdivision.**

No Lot may be further subdivided.

### **10.13. 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 shall include, 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 Design Committee 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 Canyon 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, 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.

#### **10.14. 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 six (6). No roosters shall be allowed. The number of allowable household pets are limited to 3 each (no more than 3 dogs, or 3 cats, or 3 household pets, or any combination thereof, not to exceed a total of three (3) animals).

#### **10.15. Construction Completion.**

Construction of any Residence shall be completed, including painting and exterior finish, within seven (7) months from the commencement of construction. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board. All Lots shall, prior to 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.

#### **10.16 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 Design Committee 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 Design Committee prior to installation.

#### **10.17. 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 Design Committee provided that 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 Design Committee in accordance with the provisions of Article 11, and shall include a minimum of two (2) paint colors for the body, trim and accents unless otherwise determined by the Design Committee. 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 (1) 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 Design Committee.

**10.18. 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.

**10.19. Windows.**

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

**10.20. Exterior Elevations.**

All home exterior elevations, paint colors and stone colors are to be approved by the Design Committee.

**10.21. 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 removed from curbside within twenty-four (24) hours of collection service. 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.

**10.22. 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.

**10.23. Mailboxes.**

Mailboxes are not permitted on residential Building Lots. Community mailboxes will be provided by the Developer.

#### **10.24. Basements.**

Basements may be approved by the Design Committee 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.

#### **10.25. 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 Design Committee. 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 Middleton, Idaho.

### **ARTICLE 11**

#### **DESIGN REVIEW**

##### **11.1. Purpose and Authority of Design Committee.**

Declarant or the Association shall appoint an architectural design review committee (the "Design Committee") to review and approve all plans and specifications for Structures, and to provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property in order to ensure the highest possible quality of residential development. The Declarant will act as the Design Committee until such time as a majority of the voting power of the Association is controlled by Members other than the Declarant. The approval of any plans and specifications submitted to the Design Committee 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 Design Committee reasonably determines to be relevant, may be taken into account by the Design Committee in determining whether or not to approve any proposed Structure.

##### **11.2. Membership:**

Until the Class B Member Termination Date, the Design Committee shall consist of as many persons, but not less than three and no more than five, as Declarant may from time to time appoint. Until the Class B Member Termination Date, Declarant may remove any member of the Design Committee 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 Design Committee. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the Design Committee. In such event, or in the event Declarant fails to appoint a Design Committee, the Board of Directors



shall assume responsibility for appointment and removal of members of the Design Committee, or if it fails to do so, the Board of Directors shall serve as the Design Committee. Declarant shall retain the right to appoint members of the Design Committee until the earlier of: (1) the date Declarant delegates this right to the Board, or (2) Declarant is no longer the owner of any Lot. No member of the Design Committee shall receive any compensation or make any charge for his services in connection with design review and approval.

### **11.3. Approval of Plans by Design Committee.**

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 shall have been submitted to and approved in writing by the Design Committee. All plans and specifications must be submitted to the Design Committee at least thirty (30) days prior to the start of construction unless such time period is waived by the Design Committee.

### **11.4. Action.**

Except as otherwise provided herein, at least two-thirds (2/3rds) of the members of the Design Committee shall have the power to act on behalf of the Design Committee without the necessity of meeting and without the necessity of consulting with the remaining member of the Design Committee. The Owner shall also supply any additional information reasonably requested by any member of the Design Committee. The Design Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

### **11.5. Procedures.**

In the event the Design Committee fails to approve or disapprove plans and specifications within thirty (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 thirty (30) daytime period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within thirty (30) days as determined by the date of mailing by the Design Committee. Such notice shall be delivered or mailed to the applicant at the address designated by the applicant for such purpose in his application.

### **11.6. Construction by Declarant.**

This Article shall not govern 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.

### **11.7. Non-Waiver.**

Except as expressly provided for herein, the failure of the Design Committee 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 Design Committee, they fail to institute measures to obtain compliance within one hundred eighty (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 12

### RESTRICTIONS ON LEASING OF RESIDENCES

#### 12.1. Leasing Restrictions

Any Owner who wishes to lease or rent his or her Residence and any tenant who wishes to sublease or sublet the Residence must meet each of the following requirements, and the lease or rental agreement will be subject to these requirements whether or not they are included within the lease or rental agreement:

- a) All leases and rentals must be in writing;
- b) All leases must be for a minimum of six (6) months;
- c) The lease or rental must be for the entire Residence and not merely parts of the Residence, unless the Owner remains in occupancy;
- d) All such leases and rentals shall be subject in all respects to provisions of this Declaration, the Articles, and the Bylaws;
- e) All Owners who lease or rent their Residences shall promptly notify the Association in writing of the names of all tenants and members of tenants' family occupying such Residences and shall provide the Association with a complete copy of the lease or rental agreement. All Owners leasing their Residences shall promptly notify the Association of the address and telephone number where such Owner can be reached and the property management company hired by Owner, if any.

#### 12.2. Tenant's Breach of this Declaration, the Articles, or the Bylaws

12.2.1. Default. Any failure of a tenant to comply with this Declaration, the Bylaws, and the Rules and Regulations, shall be a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant.

12.2.2. Association's Right to Evict or Recover Damages. If any tenant is in violation of the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association, the Association may bring an action in its own name and/or in the name of the lessor to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is violating or has violated any of the provisions of this Declaration, the Bylaws or the Rules and Regulations, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the lessor is not the plaintiff in the action or that the tenant is not otherwise in violation

of tenant's lease. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies that the Association may have. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

12.2.3. Notice. The Association shall give the tenant and the Owner notice in writing of the nature of the violation, and 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

12.2.4. Documents Provided and Accepted by Tenants. Each Owner shall provide a copy of this Declaration, the Articles, and the Bylaws of the Association to each tenant of the Unit. By becoming a tenant, each tenant agrees to be bound by this Declaration, the Articles, and the Bylaws, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of this Declaration, the Articles, and the Bylaws of the Association.

12.2.5. Owner Liability. The Owner shall be responsible for any violations by tenants and shall be directly responsible for either correcting or eliminating such violations or causing tenant to do the same.

## ARTICLE 13

### PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS

#### 13.1. Pressurized Irrigation System

It is contemplated that each Lot and the Common Area shall have access to a pressurized irrigation water system (the "Pressurized Irrigation System") and irrigation water, when seasonably available, will be supplied through the irrigation system. The Pressurized Irrigation System shall be comprised of all improvements and components thereof, including, but not limited to, all pumps, pipes, and any other conveyance apparatus. The Pressurized Irrigation System shall also include any interest in real or personal property, including but not limited to easement and/or license rights granted herein or by other instruments of record, for the installation, operation, maintenance, repair, or replacement of the Pressurized Irrigation System. The Pressurized Irrigation System shall be stubbed at the property line of each Lot. It is contemplated that Declarant shall construct and operate the Pressurized Irrigation System in accordance with approvals and agreements with the Black Canyon Irrigation District, or any other applicable irrigation district or canal company, and that the Declarant may transfer the Pressurized Irrigation System to the Association by describing such on a recorded plat, or by grant or reservation in a deed or other instrument, or in this Declaration or in any Supplemental Declaration. Payments for water use, and all operation and maintenance costs, shall be made by the Association and paid for through Assessments. Use of the Pressurized Irrigation System, and Assessments in connection with the Pressurized Irrigation System shall be subject to such rules and regulations as may be adopted by the Association from time to time. The Association shall have the right to transfer, sell or convey the Pressurized Irrigation System to a public or private entity, conditioned only upon reasonable assurances that the system will be owned,

operated, and maintained in a manner that will provide service to the Owners on a continuing basis with quality of service equal to a community-wide standard.

### **13.2. Shared Irrigation Facilities Agreement.**

The Pressurized Irrigation System is shared with a neighboring subdivision pursuant to a Shared Irrigation Facilities Agreement, dated July 25<sup>th</sup>, 2022, and recorded as Instrument No. 2022-036031, in the records of Canyon County, Idaho. This Shared Irrigation Facilities Agreement is attached hereto for reference as Appendix C.

### **13.3. Installation of Systems upon Lots.**

The Pressurized Irrigation System shall be owned, operated, repaired, maintained and replaced by the Association up to the stub located on each Lot. The costs incurred installing, operating, maintaining, repairing, or replacing any components located within a Lot and beyond the stub shall be the responsibility of the Owner thereof.

### **13.4. Operation of System.**

The Association shall have the power and responsibility to perform the duties and obligations set forth in any Agreement with the Black Canyon Irrigation District, or any other applicable irrigation district or canal company, or neighboring homeowners association.

### **13.5. Maintenance.**

The Association shall maintain, repair, and replace and otherwise be responsible for the Pressurized Irrigation System and the improvements and Water Rights related thereto, including, but not limited to, all drainage facilities.

### **13.6. Water Rights.**

The Association shall have the power to acquire, provide and/or pay for Water Rights and manage the same for the benefit of the Subdivision, and the costs related to such Water Rights shall be included in the Regular Assessments.

### **13.7. Owner Acknowledgments.**

13.7.1 Each Owner acknowledges that non-potable irrigation water supplied to the Real Property, including irrigation water for Common Area and Lots, will be supplied through a Pressurized Irrigation System that will be operated, maintained, repaired, and replaced by the Association, up to the stub on each Lot. The costs incurred installing, operating, maintaining, repairing, and replacing the components of the Pressurized Irrigation System located within a Lot shall be the sole responsibility of the Owner. Each Owner acknowledges that the Association may promulgate rules and regulations, including water use schedules or rotations, controlling the allocation, distribution, and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations. Each Owner agrees to pay when due all Assessments levied by the Association for the operation, maintenance, insurance, repair and replacement of the Pressurized Irrigation System and delivery of irrigation water and any and all Assessments or related charges levied by the Association for the administration and

enforcement of the rules, regulations and use schedules, whether or not such Owner actually used the water provided by the Pressurized Irrigation System. Each Owner acknowledges that he or she shall have no right, title or interest in the water located within the Pressurized Irrigation System.

13.7.2 Each Owner acknowledges that the Declarant hereby reserves unto itself any and all Water Rights appurtenant to the Real Property and, accordingly, Owners have no right, title or interest in any of such water or Water Rights.

### **13.7. Nature of Irrigation Water.**

Each Owner acknowledges that the irrigation water delivered by the Pressurized Irrigation System is subject to variability in availability from year to year, and generally only from approximately mid-April through mid-October each year. The irrigation water delivered by the Association to the Lots is non-potable, and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the Irrigation District have no control.

### **13.8. Association's Rights.**

The Association shall have the right to enter into, and take any and all actions required by, any agreement entered into with the Black Canyon Irrigation District, or neighboring homeowners association with respect to the Pressurized Irrigation System, including, without limitation, enabling or disabling the irrigation water supply to the Subdivision from the Pressurized Irrigation System from time to time as necessary to prevent damage to the Pressurized Irrigation System or to prevent the use, by or for the benefit of the surrounding properties and/or the owners/occupants thereof, of the Pressurized Irrigation System.

### **13.9. Watering Schedule.**

Each Owner acknowledges and agrees to cause any Lot(s) that it owns to be subject to the watering schedule adopted by the Board of Directors as such schedule may from time to time be amended (the "Watering Schedule"), and agrees that it shall not cause or allow watering of such Lot(s) from the Pressurized Irrigation System more frequently than or on different days than those set forth on the Watering Schedule. Unless the Shared Irrigation Facilities Agreement is terminated, the Board of Directors shall not adopt a Watering Schedule that is less restrictive than what is set forth in Section 4 of the Shared Irrigation Facilities Agreement as may be amended from time to time.

## **ARTICLE 14**

### **RESERVATION OF WATER RIGHTS BY DECLARANT**

Declarant owns certain Water Rights which are appurtenant to the Real Property. Upon conveyance of a Lot, Declarant shall reserve, and hereby reserves, to itself all of Declarant's right title and interest in and to any and all Water Rights appurtenant to the Real Property, and accordingly, no Owner(s) shall have any right, title, or interest in any of the Water Rights

## ARTICLE 15

### LEGAL COMPLIANCE

#### 15.1. General Compliance.

The Declarant and all Owners shall comply with all laws, rules and regulations applicable to the development of property in Middleton, Canyon County, Idaho.

## ARTICLE 16

### ENFORCEMENT

#### 16.1. Notice and Remedies for Violation.

In the event any Owner shall violate 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 of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and 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 8.8, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which 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) - (e) above, the Association shall provide Owner, by personal service or certified mail, with thirty (30) days' notice of said violation, the proposed compliance action, and the opportunity to be heard on the matter in accordance with applicable law. Said notice shall state the place, date, and time of the hearing, which shall not be less than five (5) days before the effective date of the action to be taken for enforcement. The hearing shall be conducted by the Board of Directors, which shall conduct the hearing in good faith and in a fair and reasonable manner, and the Board of Directors 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 of Directors shall proceed with enforcement as set forth herein. Notwithstanding the foregoing, in the event the Owner begins resolving the violation prior to 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 of Directors, they may proceed with the remedies specified in (c) above, but shall not assess the Owner therefore, 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.

### **16.2. 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 rate per annum: From the date thereof until the first annual meeting of Members, twelve percent (12%) per annum; and thereafter at a rate per annum which the Members shall 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 shall be twelve percent (12%) per annum. In the event the Declarant, the Association, or any Owner shall bring 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.

### **16.3. 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.

### **16.4. 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.

### **16.5. 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.

### **16.6. 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.

**16.7. 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.

**16.8. 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.

**16.9. Rights Cumulative.**

Each remedy provided for herein is cumulative and not exclusive.

**ARTICLE 17**

**ANNEXATION OF OTHER PROPERTY**

**17.1. 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 Canyon 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.

**17.2. Supplement.**

The additions authorized by the provisions of this Article shall be made by recording in the Canyon 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.



### **17.3. De-Annexation.**

Declarant may delete all or a portion of the property described on Appendix 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 Canyon County, Idaho, describing the property to be de-annexed and specifically excepting such property from the terms of this Declaration.

### **17.4. Amendment.**

This Article 17 shall not be amended without the prior consent of the Declarant so long as Declarant owns any portion of the Subdivision.

## **ARTICLE 18**

### **GENERAL PROVISIONS**

#### **18.1. Severability.**

Invalidation 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.

#### **18.2. Duration and Amendment.**

The provisions of this Declaration shall be perpetual, subject only to extinguishment by the holders of such restrictions as provided by law. Until the recordation of the first deed to a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented added to or terminated by Declarant by recordation of a written instrument setting forth such amendment. After the recordation of the first deed to a Lot, any amendment to this Declaration, other than to this Article 18, shall be by an instrument in writing signed by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of seventy-five percent (75%) of the total voting power of the Association, and such amendment shall be effective upon its recordation in the records of Canyon County, Idaho. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of the property concerned, and by the Association. 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.

#### **18.3. 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.

#### **18.4. 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 (1) year following the date of such notice. During said period of time 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.

#### **18.5. Loss of Property.**

In order 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.

#### **18.6. 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.

#### **18.7. Assignment.**

If the Declarant conveys its title 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.

#### **18.8. Conflicting Provisions.**

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

#### **18.9. 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.

**18.10. 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.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 25<sup>th</sup> day of July, 2022.

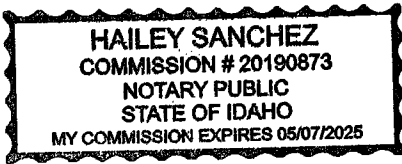
DECLARANT:

Estates 81, LLC, an  
Idaho limited liability company

By: [Signature]  
Name: Matt C. Drown  
Title: manager

State of IDAHO )  
County of Ada ) ss.

On this 25<sup>th</sup> day of July, in the year of 2022, before me, the undersigned, a Notary Public for and in said state, personally appeared Matt C. Drown, known or identified to me, to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Hailey Sanchez  
Notary Public for Idaho  
My commission expires: 05/07/2025

**Residing: Meridian**

**APPENDIX A**  
**ESTATES AT WEST HIGHLANDS SUBDIVISION**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**  
**Legal Description**

**For APN/Parcel ID(s): 37577000 0**

---

A parcel of Land located in the Southwest 1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho and described as follows:

Basis of bearing being the West line of said Southwest quarter derived from found monuments and taken as North 00°01'01" West.

Beginning at a brass cap monument marking the Southwest corner of said Section 31;  
thence

Along the West line of said Southwest 1/4 North 00°01'01" West, a distance of 2,640.22 feet to a 1/2 inch rebar marking the West 1/4 corner of said Section 31;

thence

Along the North line of the Northwest 1/4 of said Southwest 1/4 North 89°30'54" East, a distance of 1,289.56 feet to a brass cap monument marking the Northeast corner of said Northwest 1/4 Southwest 1/4;

thence

Along the North line of the Northeast 1/4 Southwest 1/4 North 89°33'45" East, a distance of 207.12 feet;

thence

Along the arc of a non tangent curve to the left, of which the radius point lies North 79°52'55" East, a radial distance of 2,914.85 feet and having a chord bearing of South 12°18'02" East, 222.01 feet;

thence

Southerly along the arc, through a central angle of 04°21'54" a distance of 222.06 feet;

thence

South 14°28'59" East, a distance of 1,138.19 feet to a 5/8 inch rebar;

thence

South 29°28'30" West, a distance of 397.87 feet;

thence

South 88°03'58" West, a distance of 1,200.14 feet;

thence

North 56°31'26" West, a distance of 12.01 feet to the centreline of a ditch;

thence

Along said centreline the following four (4) calls:

Along the arc of a non tangent curve to the left, of which the radius point lies South 56°31'26", a radial distance of 52.18 feet and having a chord bearing of South 12°39'22" West, 37.09 feet;

thence

Southerly along the arc, through a central angle of 41°38'25", a distance of 37.92 feet;

South 08°08'53" East, a distance of 702.74 feet along the arc of a curve to the right having a radius of 732.29 feet, an arc length of 131.81 feet, a central angle of 10°18'47", and a chord bearing South 02°59'30" East, a distance of 131.63 feet;

South 02°09'55" West, a distance of 86.33 feet to a point on the South line of the Southwest 1/4 of said Section 31;

thence

Leaving said centreline and along said South line South 89°33'35" West, a distance of 517.65 feet to the POINT OF BEGINNING.

Excepting therefrom: That portion of the above legal description platted as THE ESTATES NO.1 AT MEADOW PARK, according to the Official Plat thereof filed in Book 40 of Plats at Page 49, Records of Canyon County, Idaho.

**APPENDIX B**  
**ESTATES AT WEST HIGHLANDS SUBDIVISION**  
**PLAT**

# Appendix B - Recorded Plat

BK 54 PG 37

## PLAT OF ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

2022-034621  
RECORDED

07/14/2022 11:41 AM



CHRIS YAMAMOTO  
CANYON COUNTY RECORDER \$11.00  
PLAT PERMITS  
COMPUTER AID SURVEY

W 1/4 Cor. Sec. 31  
NW Cor. Gov't Lot 3  
CPL# 1001. No. 2021-04025A

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

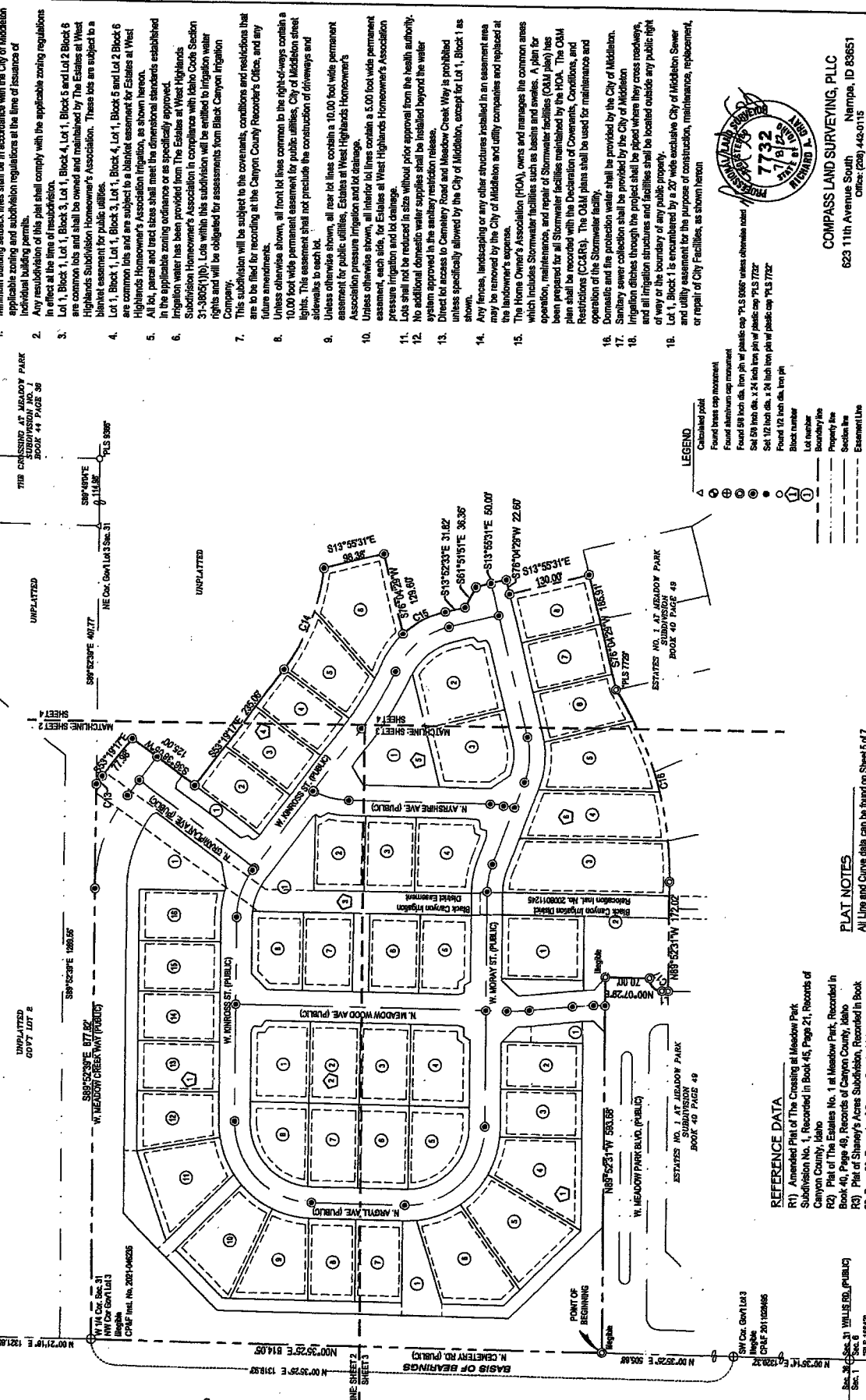
UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2

UNPLATTED  
0077 LOT 2



### NOTES:

- Minimum building setback lines shall be in accordance with the City of Middleton applicable zoning and subdivision regulations at the time of issuance of individual building permits.
- Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of resubdivision.
- Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and shall be owned and maintained by the Estates at West Highlands Subdivision Homeowner's Association. These lots are subject to a blanket easement for public utilities.
- Lot 1, Block 1, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 5 and Lot 2 Block 6 are common lots and are subject to a blanket easement for Estates at West Highlands Homeowner's Association irrigation, as shown hereon.
- All lot, parcel and tract sizes shall meet the dimensional standards established in the applicable zoning ordinance or as specifically approved.
- Irrigation water has been provided from The Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3905(1)(b). Lots within this subdivision will be entitled to irrigation water rights and will be obligated for assessments from Black Canyon Irrigation Company.
- This subdivision will be subject to the covenants, conditions and restrictions that are to be filed for recording at the Canyon County Recorder's Office, and any future amendments.
- Unless otherwise shown, all front lot lines common to the right-of-ways contain a 10.00 foot wide permanent easement for public utilities. City of Middleton street lights. This easement shall not preclude the construction of driveways and sidewalks to each lot.
- Unless otherwise shown, all rear lot lines contain a 10.00 foot wide permanent easement for public utilities. Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
- Unless otherwise shown, all interior lot lines contain a 5.00 foot wide permanent easement, each side, for Estates at West Highlands Homeowner's Association pressure irrigation and lot drainage.
- Lot 1 shall not be reduced in size without prior approval from the health authority. No additional domestic water supplies shall be installed beyond the water system approved in the residential release.
- Direct lot access to Cemetery Road and Meadow Creek Way is prohibited unless specifically allowed by the City of Middleton, except for Lot 1, Block 1 as shown.
- Any fences, landscaping or any other structures installed in an easement area may be removed by the City of Middleton and utility companies and replaced at the homeowner's expense.
- The Home Owner's Association (HOA), owns and manages the common areas which includes Stormwater facilities such as basins and swales. A plan for operation, maintenance, and repair of Stormwater facilities (OSM plan) has been prepared for all Stormwater facilities maintained by the HOA. The OSM plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&R). The OSM plans shall be used for maintenance and operation of the Stormwater facility.
- Domestic and the protection water shall be provided by the City of Middleton.
- Sanitary sewer collection shall be provided by the City of Middleton and all irrigation structures and facilities shall be located outside any public right of way or the boundary of any public property.
- Lot 1, Block 1 is encumbered by a 20' wide exclusive City of Middleton Sewer and utility easement for the purpose of construction, maintenance, replacement, or repair of City Facilities, as shown hereon.



COMPASS LAND SURVEYING, PLLC  
6231 11th Avenue South  
Nampa, ID 83651  
Office: (208) 443-0115  
JN 3021 02/17/2022  
SHEET 1 OF 7

### LEGEND

○	Calculated point
○	Found brass cap monument
○	Found 5/8" brass cap monument
○	Found 5/8" brass cap monument
○	Found 1/2" brass cap monument
○	Found 1/2" brass cap monument
○	Block number
○	Lot number
○	Property line
○	Section line
○	Easement line
○	Centerline
○	Lot line

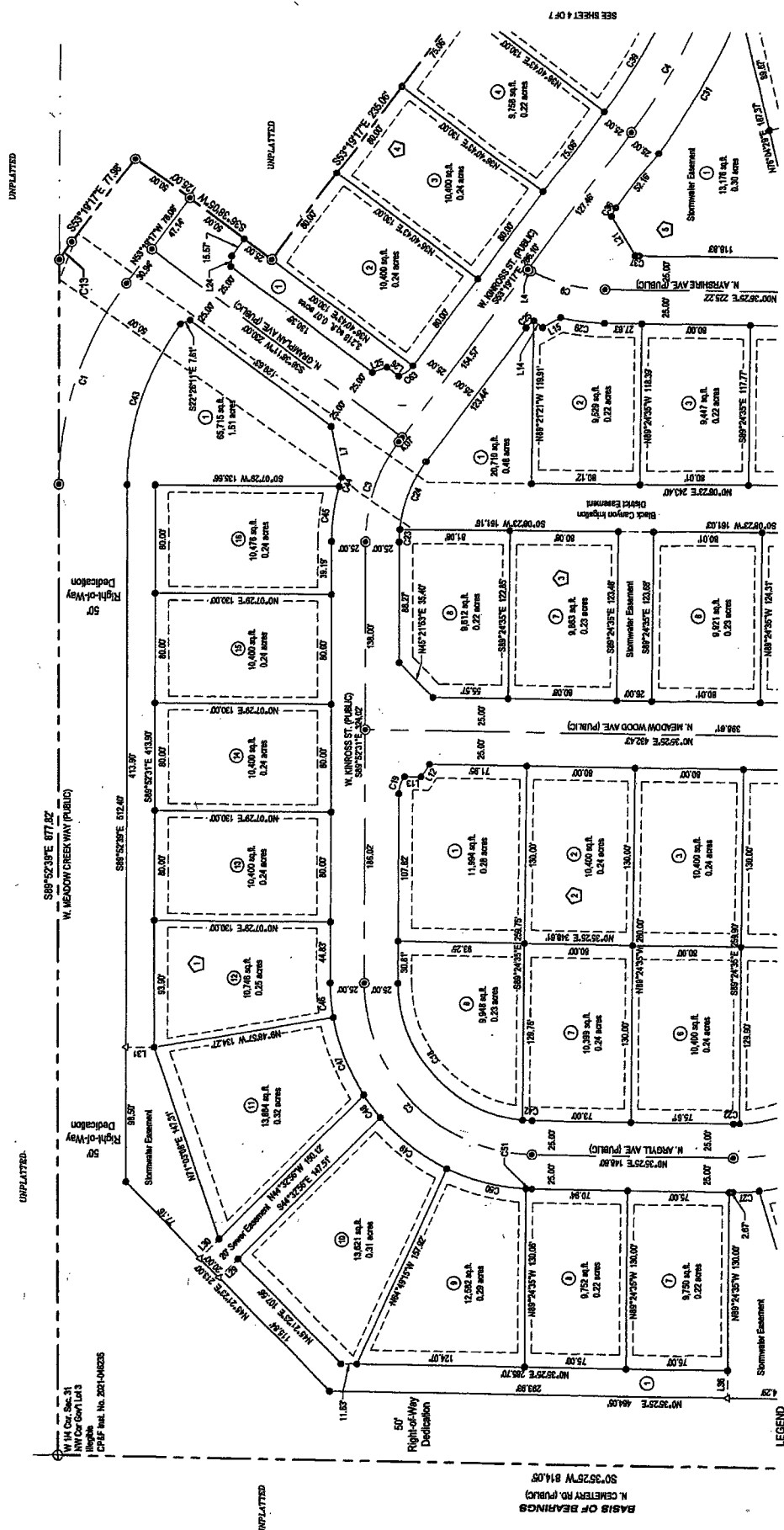
### REFERENCE DATA

- Amended Plat of The Estates at Meadow Park Subdivision No. 1, Recorded in Book 45, Page 21, Records of Canyon County, Idaho
- Plat of The Estates at Meadow Park, Recorded in Book 44, Page 49, Records of Canyon County, Idaho
- Plat of Shaw's Acres Subdivision, Recorded in Book 32, Page 20, Records of Canyon County, Idaho

### PLAT NOTES

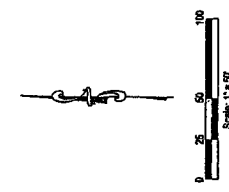
All Line and Curve Data can be found on Sheet 5 of 7

**PLAT OF  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022



**LEGEND**

- ▲ Calculator point
- Found base cap monument
- Found aluminum cap monument
- Found 5/8 inch dia. iron pin w/ plastic cap "PLS 7732"
- Found 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Block number
- Lot number
- Boundary line
- Property line
- Section line
- Easement line
- Certificate
- Lot line



SEE SHEET 3 OF 7

SEE SHEET 4 OF 7



**COMPASS LAND SURVEYING, PLLC**  
623 11th Avenue South Nampa, ID 83651  
Phone: (208) 442-0115  
JN 3021 02/17/2022  
SHEET 2 OF 7

**PLAT NOTES**  
All Line and Curve data can be found on Sheet 5 of 7

**BASE OF BEARINGS**  
N. CENTERLY NO. B14.05  
S0°35'27"W 814.05'

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

50' Right-of-Way Dedication

50' Right-of-Way Dedication

W. MINROSS ST. (PUBLIC)

W. MEADOW WOOD AVE. (PUBLIC)

N. MEADOW AVE. (PUBLIC)

N. HARBORWOOD AVE. (PUBLIC)

N. HARBORWOOD AVE. (PUBLIC)

N. HARBORWOOD AVE. (PUBLIC)

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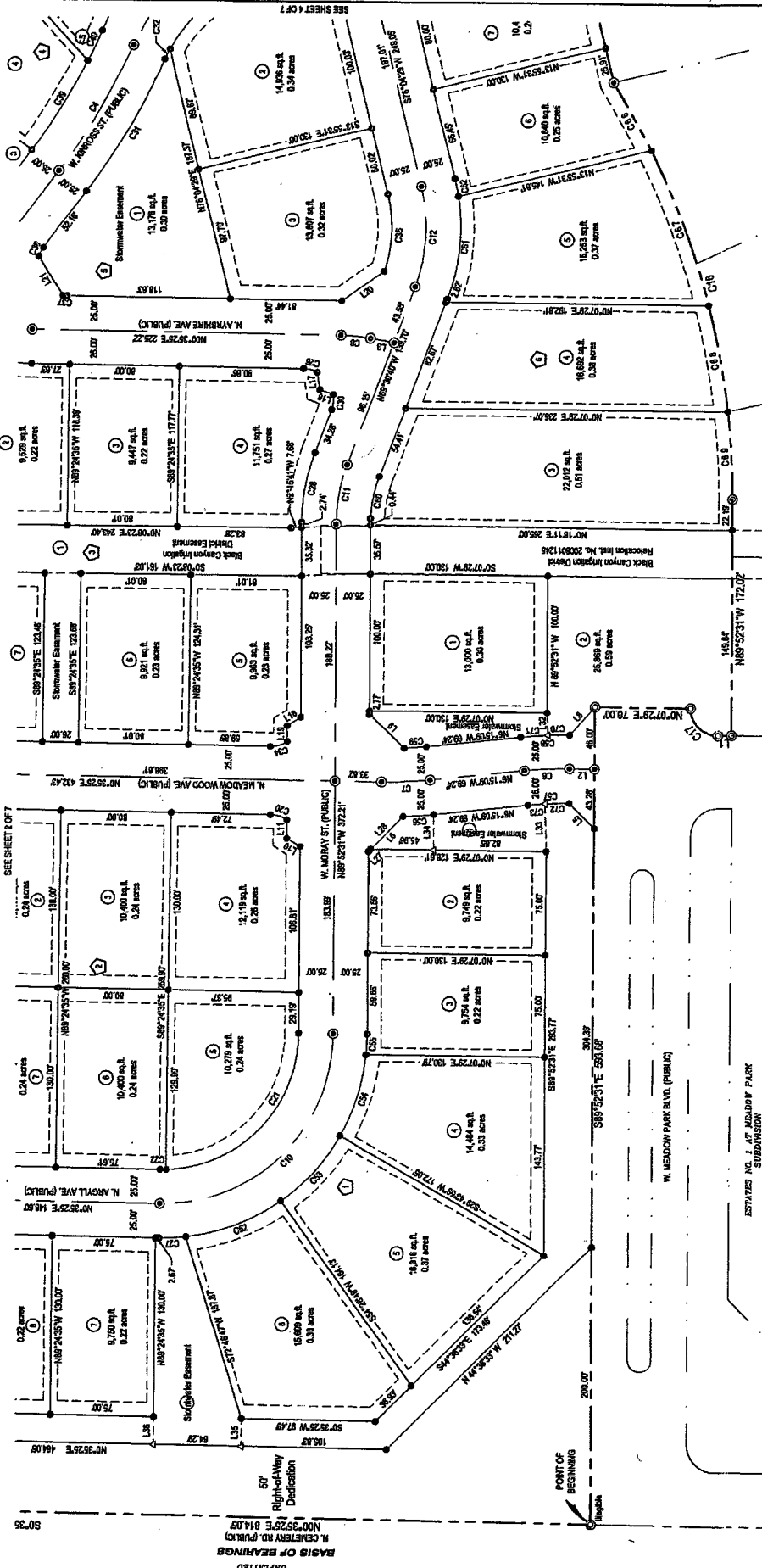
N. HARBORWOOD AVE. (PUBLIC)

N. HARBORWOOD AVE. (PUBLIC)

N. HARBORWOOD AVE. (PUBLIC)

PLAT OF  
**ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
 T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
 2022



**LEGEND**

- ▲ Calculated point
- Found brass cap monument
- ⊙ Found aluminum cap monument
- ⊕ Found 68 inch dia. iron pin w/ plastic cap 75.5 77.07 unless otherwise noted
- ⊖ Found 58 inch dia. x 24 inch iron pin w/ plastic cap 74.5 77.07
- ⊗ Found 12 inch dia. x 24 inch iron pin w/ plastic cap 74.5 77.07
- Block number
- ① Lot number
- Boundary line
- Property line
- Section line
- Subdivision line
- Easement line
- Centerline
- Lot line

Scale: 1" = 50'

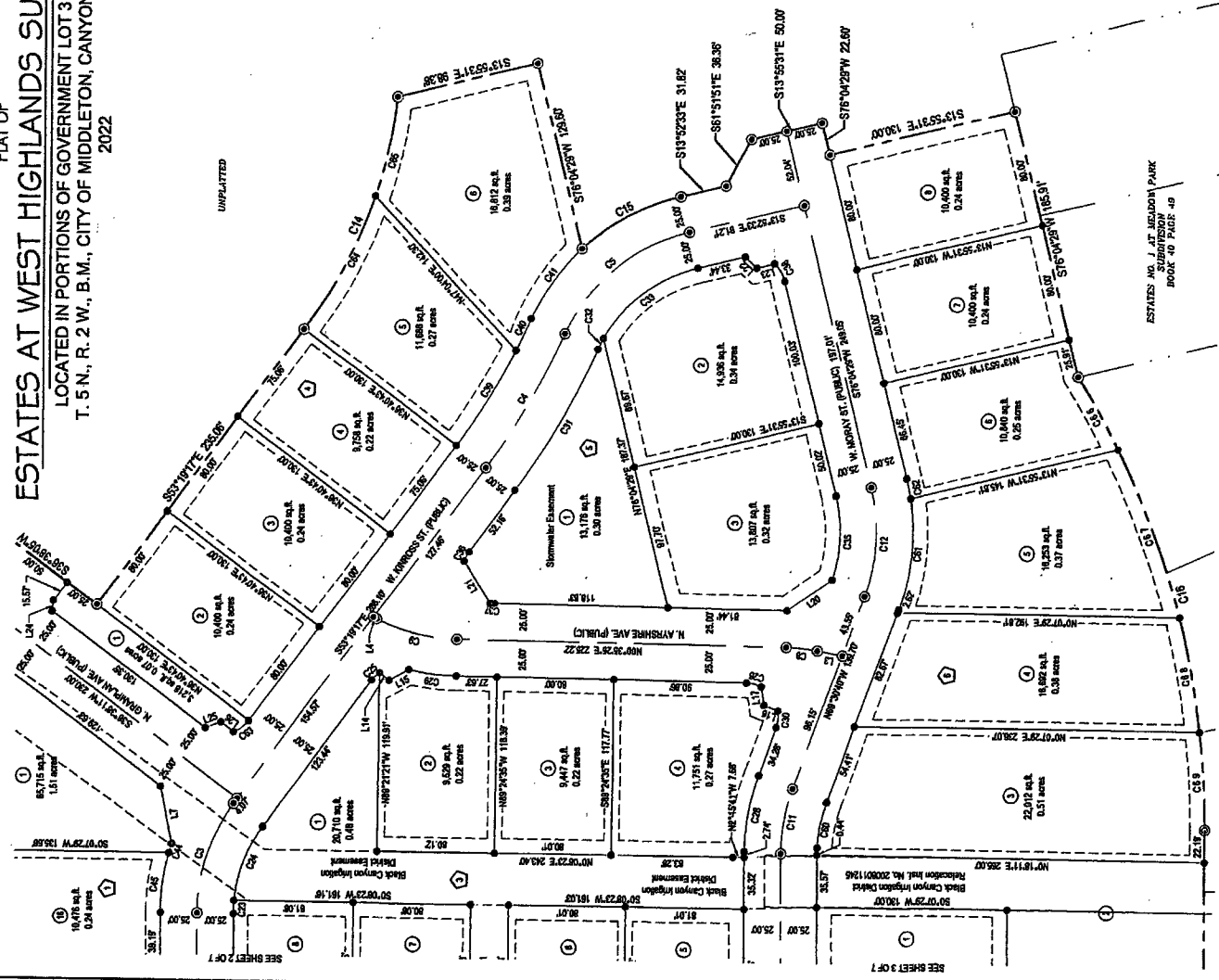


**COMPASS LAND SURVEYING, PLLC**  
 623 11th Avenue South  
 Nampa, ID 83651  
 (208) 445-0115  
 JH 3021 SHEET 3 OF 7 02/17/2022

**PLAT NOTES**  
 All Line and Curve data can be found on Sheet 5 of 7



**PLAT OF  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022



**LEGEND**  
 A Calculated point  
 Found brass cap monument  
 Found aluminum cap monument  
 Found 5/8" inch dia. iron pin w/ plastic cap "PLS 7732" unless otherwise noted  
 Found 1/2" inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"  
 Block number  
 Lot number  
 Boundary line  
 Property line  
 Section line  
 Easement line  
 Centerline  
 Lot line



**COMPASS LAND SURVEYING, PLLC**  
 623 11th Avenue South  
 Nampa, ID 83651  
 Office: (208) 442-0115  
 JUN 2021  
 02/17/2022  
 SHEET 4 OF 7

**PLAT NOTES**  
 All Line and Curve Data can be found on Sheet 5 of 7

PLAT OF  
**ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
 T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
 2022

CURVE TABLE					CURVE TABLE					CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	19.51'	250.00'	38°33'22"	N71°35'55"W	168.82'	C21	153.50'	100.00'	87°55'49"	N45°54'07"W	138.86'	C41	58.36'	150.00'	22°40'28"	N54°10'04"W	58.97'
C2	165.35'	125.00'	89°20'04"	N45°21'27"E	176.00'	C22	4.40'	100.00'	2°31'08"	N0°40'09"W	4.40'	C42	7.01'	100.00'	4°00'51"	N2°35'59"E	7.00'
C3	70.25'	125.00'	38°33'15"	S71°35'54"E	78.40'	C23	8.82'	100.00'	5°10'04"	S81°17'25"E	8.82'	C43	127.65'	200.00'	38°22'54"	S71°44'02"E	134.88'
C4	105.25'	480.00'	12°41'19"	S59°40'18"E	106.18'	C24	54.77'	100.00'	31°23'01"	S89°00'17"E	54.80'	C44	8.73'	150.00'	2°34'14"	N72°48'14"W	8.73'
C5	113.78'	125.00'	32°08'43"	S39°05'25"E	108.88'	C25	7.52'	22.00'	19°38'10"	S45°31'12"E	7.48'	C45	41.33'	150.00'	15°47'11"	N81°55'59"W	41.20'
C6	31.40'	300.00'	8°22'42"	N5°10'47"W	31.36'	C26	10.24'	22.00'	28°39'25"	S19°50'07"W	10.14'	C46	28.02'	150.00'	9°56'26"	S85°05'19"W	28.89'
C7	35.85'	300.00'	6°50'35"	N2°49'02"W	35.81'	C27	19.31'	150.00'	7°27'02"	N5°08'05"W	19.49'	C47	61.83'	150.00'	23°32'22"	S88°24'32"W	61.89'
C8	21.80'	125.00'	8°25'55"	N5°32'22"E	21.57'	C28	53.31'	150.00'	29°21'51"	N79°41'28"W	53.00'	C48	20.16'	150.00'	7°42'20"	S82°47'28"W	20.17'
C9	58.02'	125.00'	28°15'19"	N13°38'01"E	56.43'	C29	32.79'	150.00'	12°51'28"	N8°51'05"E	32.72'	C49	62.20'	150.00'	23°45'26"	S87°03'29"W	61.75'
C10	197.37'	125.00'	30°27'28"	N44°38'33"W	177.49'	C30	11.26'	22.00'	29°16'54"	N84°10'37"W	11.14'	C50	50.31'	150.00'	23°02'13"	S19°35'36"W	50.49'
C11	44.45'	125.00'	30°21'51"	N78°41'35"W	44.48'	C31	111.94'	505.00'	12°41'19"	N69°40'16"W	111.77'	C51	4.05'	150.00'	1°33'07"	N1°21'38"E	4.05'
C12	78.05'	125.00'	34°28'51"	N85°43'09"W	74.56'	C32	8.88'	100.00'	4°27'59"	N83°42'21"W	8.88'	C52	75.03'	150.00'	28°39'24"	S31°11'24"E	74.29'
C13	15.78'	300.00'	2°58'59"	S54°48'15"E	15.78'	C33	82.88'	100.00'	47°30'53"	N37°38'07"W	80.57'	C53	64.77'	150.00'	24°44'59"	S87°33'58"E	64.29'
C14	170.31'	325.00'	30°13'14"	S88°35'54"E	171.27'	C34	13.16'	22.00'	34°17'05"	N18°33'09"W	12.97'	C54	62.14'	150.00'	23°44'15"	S72°00'09"E	61.70'
C15	71.16'	150.00'	29°28'19"	S28°38'43"E	70.31'	C35	57.46'	100.00'	32°05'19"	N87°27'29"W	56.87'	C55	16.37'	150.00'	5°02'16"	S88°39'24"E	16.36'
C16	301.40'	565.00'	32°35'24"	N73°49'43"E	317.00'	C36	7.05'	22.00'	15°00'12"	S82°32'22"E	7.05'	C56	22.87'	200.00'	5°58'40"	S4°15'46"E	22.87'
C17	31.41'	200.00'	89°38'10"	N45°07'29"E	28.28'	C37	2.94'	22.00'	7°58'13"	N4°25'02"E	2.84'	C57	30.81'	275.00'	6°22'42"	S7°03'17"E	30.67'
C18	182.28'	100.00'	65°31'13"	N47°15'22"E	183.79'	C38	13.80'	22.00'	38°11'59"	S71°58'23"W	13.87'	C58	36.16'	325.00'	6°22'42"	N8°04'47"W	36.16'
C19	13.85'	22.00'	35°23'1"	S72°16'05"E	13.43'	C39	78.89'	455.00'	9°35'28"	N53°00'00"W	78.50'	C59	18.28'	275.00'	3°23'13"	N4°33'32"W	18.28'
C20	12.87'	22.00'	33°30'44"	S77°20'47"W	12.89'	C40	24.18'	455.00'	3°02'33"	N84°29'59"W	24.16'	C60	35.54'	100.00'	20°21'51"	S78°41'26"E	35.36'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C31	76.53'	150.00'	29°13'51"	S84°07'36"E	75.97'
C32	13.57'	150.00'	5°11'01"	N78°38'59"E	13.57'
C33	13.13'	22.00'	34°11'46"	S39°11'21"E	12.94'
C34	103.74'	325.00'	18°17'20"	S62°27'57"E	103.30'
C35	66.57'	325.00'	12°15'54"	S77°49'24"E	66.44'
C36	56.18'	565.00'	5°41'44"	N80°22'53"E	55.14'
C37	171.25'	565.00'	17°17'46"	N89°22'38"E	121.02'
C38	78.81'	565.00'	06°00'07"	N79°31'05"E	79.24'
C39	65.04'	565.00'	06°35'45"	N85°45'31"E	65.01'
C40	15.73'	325.00'	07°46'24"	N81°18'58"W	15.73'
C71	20.14'	300.00'	03°33'04"	N81°28'25"W	20.13'
C72	17.00'	274.25'	03°44'45"	N81°44'11"W	17.03'
C73	12.88'	276.81'	02°37'53"	N84°55'56"W	12.88'

LINE TABLE		
LINE	DISTANCE	BEARING
L1	10.00'	N0°07'36"E
L2	18.28'	N0°07'34"E
L3	17.46'	N10°26'27"E
L4	2.50'	N05°40'03"E
L5	28.89'	S45°07'28"W
L6	33.89'	S45°52'27"E
L7	38.84'	S78°27'34"W
L8	27.84'	N48°46'29"W
L9	35.33'	N41°41'02"E
L10	11.45'	S52°01'28"W
L11	13.87'	N89°52'01"W
L12	11.50'	S58°18'15"E
L13	12.00'	S0°32'25"W
L14	8.21'	S35°40'31"W
L15	15.20'	S29°04'21"E
L16	10.34'	S59°28'14"W
L17	12.74'	S81°06'29"W
L18	11.59'	N22°04'21"W
L19	11.86'	N46°52'31"W
L20	37.89'	N35°18'18"W

LINE TABLE		
LINE	DISTANCE	BEARING
L21	33.71'	N85°14'06"E
L22	18.84'	S42°07'48"W
L23	12.49'	S15°02'28"E
L24	7.52'	S84°35'58"E
L25	11.37'	N20°38'11"W
L26	10.78'	N89°38'11"E
L27	2.00'	S45°16'27"E
L28	30.80'	S45°52'27"E
L29	20.00'	S44°32'56"E
L30	20.00'	S44°32'56"E
L31	20.43'	N00°07'21"E
L32	18.50'	S07°46'05"W
L33	34.89'	N89°00'00"E
L34	20.00'	N89°52'31"W
L35	20.00'	N89°24'35"W
L36	20.00'	N89°24'35"W



PLAT OF  
**ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**  
2022  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO

**CERTIFICATE OF OWNERS**

Know all men by these presents that Donald G. Newell, Manager, of Estates B1, LLC, are the owners of a real parcel of land herein after described and that it is their intention to include said real property in this subdivision plat.

Know all menwomen by these presents: that the undersigned is the owner of the real property hereafter described.

A parcel of land being a portion of Government Lot 3 of Section 31, Township 5 North, Range 2 West, Basin Meridian, Middlesex, Canyon County Idaho, more particularly described as follows:

Commencing at a found illegible aluminum disk marking the SW corner of said Government Lot 3, which bears N. 00° 35' 14" E., a distance of 120.32 feet to a found Aluminum cap stamped "PLS 1942" marking the SW corner of said Section 31;  
Thence along the westerly boundary of said Government Lot 3, N. 00° 35' 25" E., a distance of 506.88 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right;  
Thence bearing of 02° 58' 55" the long chord of which bears S. 54° 48' 15" E., a distance of 15.70 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 03° 19' 17" E., a distance of 77.68 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 35° 38' 05" W., a distance of 145.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 33° 17' 17" E., a distance of 235.06 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a tangent curve left;

Thence a distance of 173.31 feet along the arc of said curve left, having a radius of 325.00 feet, a central angle of 30° 32' 14";  
Thence iron tangent to said curve, S. 18° 35' 31" E., a distance of 98.38 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 76° 04' 29" W., a distance of 129.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right;

Thence a distance of 77.16 feet along the arc of said curve right, having a radius of 150.00 feet, a central angle of 29° 29' 19";  
Thence long chord of which bears S. 28° 35' 45" E., a distance of 75.31 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 19° 52' 33" E., a distance of 31.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 91° 51' 51" E., a distance of 36.39 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 19° 55' 31" E., a distance of 22.60 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";  
Thence S. 76° 04' 29" W., a distance of 130.00 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the northerly boundary of said Estates No. 1 at Meadow Park Subdivision;

Thence along the northerly boundary of said Estates No. 1 at Meadow Park Subdivision the following courses and distances:  
Thence S. 76° 04' 29" W., a distance of 185.91 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a non-tangent curve right;  
Thence a distance of 321.40 feet along the arc of said curve right, having a radius of 655.00 feet, a central angle of 92° 35' 34";  
Thence long chord of which bears S. 73° 49' 43" W., a distance of 317.09 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 5986";

Thence N. 89° 52' 31" W., a distance of 172.02 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 5986";  
Thence N. 00° 07' 59" E., a distance of 10.00 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 5986" marking the beginning of a tangent curve right;  
Thence a distance of 31.41 feet along the arc of said curve right, having a radius of 20.00 feet, a central angle of 89° 55' 10";  
Thence long chord of which bears N. 45° 07' 29" E., a distance of 23.23 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 5986";  
Thence iron tangent to said curve, N. 00° 07' 29" E., a distance of 70.00 feet to a found illegible 5/8 inch diameter iron pin;  
Thence continuing along said northerly boundary, N. 89° 52' 31" W., a distance of 593.88 feet to the POINT OF BEGINNING.

This parcel contains 21.46 acres more or less.

The Public Streets as shown on this Plat are Dedicated to the Public. The Public Utility and Drainage Easements are not Dedicated to the Public, but the right of Access to and use of Public Utility and Drainage Easements required to Service all Lots and Parcels within this Plat are Preemptively Reserved.

All Lots in this Subdivision will be Eligible to receive Water Service from the City of Middleton, and the City of Middleton has agreed in writing to serve all Lots within this Subdivision.

The Owner has provided Irrigation Water to each lot through a Pressure Irrigation System to be owned and maintained by the Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3802(f)(6). All lots will be subject to assessments from the Black Canyon Irrigation District.

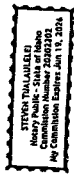
In witness whereof, we have here unto set our hands this 31 Day of Jan., 2022.  
*[Signature]* Date  
Donald G. Newell, Manager  
Estates B1, LLC.

ACKNOWLEDGMENT  
STATE OF IDAHO } SS  
COUNTY OF CANYON }

On this 21 day of Jan, in the year 2022, before me, Donald G. Newell, personally appeared, known or identified to me to be the Manager of Estates B1, LLC, the LLC that Executed the instrument or the person who Executed the instrument on behalf of said Corporation and acknowledged to me that said Corporation Executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day first above written.

*[Signature]*  
Notary Public for  
Residing at 629 E. 3D  
Commission expires \_\_\_\_\_



**CERTIFICATE OF SURVEYOR**

I, Richard A. Gray do hereby certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as described in the Certificate of Owners and the attached Plat, was drawn from an actual survey made on the ground, made by me or under my direct supervision and accurately represents the points plotted hereon; and is in conformity with State of Idaho Codes relating to Plats, Surveys and the Corner Perpetuation and Filing Act, Idaho Codes 65-1601 through 65-1612.



*[Signature]*  
RICHARD A. GRAY  
P.L.S. LICENSE NO. 7732

PLAT OF  
**ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1**  
LOCATED IN PORTIONS OF GOVERNMENT LOT 3 OF SECTION 31,  
T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO  
2022

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Middleton, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 17<sup>th</sup> day of July, in the year of 2022, this plat was duly accepted and approved.

Brenda G. Goff  
City Clerk, Middleton, Idaho  
Date 7/12/2022

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby certify that I have checked this Plat, and that it complies with the State of Idaho Code relating to Plats and Surveys.

David M. Goff PLS 9366  
Canyon County Surveyor  
Date 02/25/22

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Middleton, Canyon County, Idaho do hereby approve this plat.

Civil Dynamics, PC  
City Engineer  
By: Michael M. Mott, PE 12248  
Date 7/12/2022

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Middleton and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Heather E. Peterson  
District Health Department, EHS  
Date 11.2.1.2022

CERTIFICATE OF COUNTY TREASURER

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

Janie Lockley  
County Treasurer  
Date 7/14/2022



**APPENDIX C**  
**SHARED IRRIGATION FACILITIES AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

*Estates 81, LLC*  
*Attn.: Donald Newell*  
*P.O. Box 1939*  
*Eagle, Idaho 83616*

<b>2022-036031</b>	
RECORDED	
<b>07/25/2022 12:36 PM</b>	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=10 EHOWELL	\$37.00
TYPE: AGR	
FIDELITY NATIONAL TITLE - BOISE	
ELECTRONICALLY RECORDED	

(Space Above For Recorder's Use)

## SHARED IRRIGATION FACILITIES AGREEMENT

This Shared Irrigation Facilities Agreement ("Agreement") is made this 25<sup>th</sup> day of July, 2022, by and between West Highlands Subdivision Homeowners Association, Inc., an Idaho non-profit corporation, which has an address of 3140 W. Belltower Drive, Meridian, Idaho 83646 ("WH HOA"), and Estates 81, LLC, an Idaho limited liability corporation, which has an address of P.O. Box 1939, Eagle, Idaho 83616 ("Estates 81")

### RECITALS

A. WH HOA is the homeowners association responsible for, among other things, the maintenance and operation of common areas and other improvements located in The Estates No. 1 at Meadow Park Subdivision, located in Middleton, Idaho, and more particularly described as follows (hereinafter "West Highlands Subdivision"):

- i. All real property within the Plat of The Estates No. 1 at Meadow Park, according to the official Plat filed as Instrument No. 2008001722 on January 3<sup>rd</sup>, 2008, Book 40 of Plats at Page 49, records of Canyon County, Idaho;

B. WH HOA operates and maintains a pressure irrigation water supply system for use within West Highlands Subdivision (the "West Highlands System").

C. Estates 81 is the owner and developer of certain real property in the city of Middleton, Ada County, Idaho more particularly described as follows (the "Estates 81 Subdivision"):

- i. All of the real property withing the Plat of Estates at West Highlands Subdivision No. 1, according to the official Plat filed as Instrument No. 2022-034621 on July 14, 2022, Book 54 of Plats at Page 37, records of Canyon County, Idaho.

D. Estates 81 intends to develop 81 lots and construct a pressure irrigation water supply system (the "Estates 81 System") in the Estates 81 Subdivision. The Estates 81 System was planned with the intention of connecting to the West Highlands System.

E. WH HOA owns water shares for 33.9 irrigable acres through Black Canyon Irrigation District ("BCID") for irrigation within West Highlands Subdivision (the "WH HOA

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Estates 81, LLC  
Attn.: Donald Newell  
P.O. Box 1939  
Eagle, Idaho 83616

Electronically Recorded  
Stamped First Page Now  
Incorporated As Part of  
The Original Document

(Space Above For Recorder's Use)

## SHARED IRRIGATION FACILITIES AGREEMENT

This Shared Irrigation Facilities Agreement (“Agreement”) is made this <sup>16</sup>25 day of July, 2022, by and between West Highlands Subdivision Homeowners Association, Inc., an Idaho non-profit corporation, which has an address of 3140 W. Belltower Drive, Meridian, Idaho 83646 (“WH HOA”), and Estates 81, LLC, an Idaho limited liability corporation, which has an address of P.O. Box 1939, Eagle, Idaho 83616 (“Estates 81”)

### RECITALS

A. WH HOA is the homeowners association responsible for, among other things, the maintenance and operation of common areas and other improvements located in The Estates No. 1 at Meadow Park Subdivision, located in Middleton, Idaho, and more particularly described as follows (hereinafter “West Highlands Subdivision”):

- i. All real property within the Plat of The Estates No. 1 at Meadow Park, according to the official Plat filed as Instrument No.2008001722 on January 3<sup>rd</sup>, 2008, Book 40 of Plats at Page 49, records of Canyon County, Idaho;

B. WH HOA operates and maintains a pressure irrigation water supply system for use within West Highlands Subdivision (the “West Highlands System”).

C. Estates 81 is the owner and developer of certain real property in the city of Middleton, Ada County, Idaho more particularly described as follows (the “Estates 81 Subdivision”):

- i. All of the real property withing the Plat of Estates at West Highlands Subdivision No. 1, according to the official Plat filed as Instrument No. 2022-034621 on July 14, 2022, Book 54 of Plats at Page 37, records of Canyon County, Idaho.

D. Estates 81 intends to develop 81 lots and construct a pressure irrigation water supply system (the “Estates 81 System”) in the Estates 81 Subdivision. The Estates 81 System was planned with the intention of connecting to the West Highlands System.

E. WH HOA owns water shares for 33.9 irrigable acres through Black Canyon Irrigation District (“BCID”) for irrigation within West Highlands Subdivision (the “WH HOA

Water"), and Estates 81 owns water shares for 35.6 irrigable acres through BCID for irrigation for the 81 planned lots within the Estates 81 Subdivision (the "Estates 81 Water").

F. The West Highlands System and the Estates 81 System, when connected, will share certain facilities necessary for the delivery of BCID water to each system, including without limitation a pump station and associated facilities at the BCID canal ("Shared Facilities").

G. Estates 81 and WH HOA desire to enter into this agreement to address their respective rights and responsibilities for the construction, operation, maintenance, repair, replacement, and management of the West Highlands System and any Shared Facilities to provide pressurized irrigation water to Estates 81 Subdivision and West Highlands Subdivision. For clarity, this Agreement governs the parties respective rights and obligations to collectively manage, operate, and maintain the Estates 81 System, the Estates 81 Water, and the Shared Facilities.

### AGREEMENT

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, including the above recitals, Association and Estates 81 hereby agree as follows:

1. **Operation of Systems.** According to the terms and conditions set forth in this Agreement, WH HOA and Estates 81 shall construct, operate, maintain, repair, replace, and manage (collectively "Operate") the Shared Facilities as follows:

a. **Initial Operation.** WH HOA shall Operate the West Highlands System to provide pressurized irrigation water to West Highlands Subdivision until Estates 81 records its first phase plat, consisting of 41 lots ("Phase One Plat").

b. **Subsequent Operation.** Upon recordation of the Phase One Plat, Estates 81 and WH HOA shall Operate the Shared Facilities to deliver both WH HOA Water and the Estates 81 Water to the Shared Facilities. WH HOA shall have primary responsibility to Operate any Shared Facilities, but WH HOA and Estates 81 may agree in a separate writing that WH HOA or Estates 81 may Operate any Shared Facilities in whole or in part. The party responsible to Operate any Shared Facilities may, in its discretion, take any and all actions reasonably necessary to Operate such Shared Facilities to deliver WH HOA Water and the Estates 81 Water to the Shared Facilities, including without limitation the following:

- i. Maintaining the power utility account(s), power connection(s) and meter(s) for the Shared Facilities;
- ii. Providing for routine inspection, service, and ordinary maintenance and repairs of the Shared Facilities so as to ensure their continued safe and reliable operation;
- iii. Arranging for necessary extraordinary repairs including, without limitation, replacing significant system components of the Shared Facilities;



- iv. Timely payment of all power bills and invoices for routine service, and ordinary maintenance and repairs of the Shared Facilities; and
- v. Coordinating with the timely payment of costs associated with necessary extraordinary repairs of the Shared Facilities.

c. Emergency Shared Facilities Operations. During any time that WH HOA or Estates 81 is unable or unwilling to Operate the Shared Facilities for which it is responsible, or during an emergency, the other party may Operate the Shared Facilities, and in such case shall have full right of access to the Shared Facilities, together with full power and authority to take any actions and enter into any agreements with contractors necessary to ensure continued safe and reliable operation of the Shared Facilities. An emergency includes the failure of the Shared Facilities to deliver water upon demand at a time when WH HOA or Estates 81, as the case may be, is unable or unwilling to exercise its primary responsibility for the Shared Facilities or are otherwise unable to consult with each other concerning the remedial action to be taken.

2. Easement for Operation of Shared Facilities. In consideration and furtherance of this Agreement, Estates 81 and WH HOA grant to each other non-exclusive perpetual reciprocal easements over, on, across and through the common areas within Estates 81 Subdivision and the West Highlands Subdivision over which the Shared Facilities are located for the limited purpose of Operating the Shared Facilities, and for no other purpose whatsoever.

3. Operating Costs and Expenses. WH HOA and Estates 81 shall be responsible for costs and expenses related to the Shared Facilities, as follows:

a. Allocation of Shared Costs. WH HOA and Estates 81 together shall pay all costs and expenses related to the Shared Facilities ("Shared Costs"), except that any costs or expenses incurred as a result of the negligent act or omission or willful conduct of one of the parties shall be borne by that party. Shared Costs shall be allocated between WH HOA and Estates 81 on a pro rata basis according to the number of recorded lots in each of their respective subdivisions. Notwithstanding the foregoing, for the first calendar year in which the Estates 81 Phase One Plat is recorded, costs shall be prorated as of the recording date and with Estates 81 allocated 81 lots (irrespective of the fact that that the phase one plat will only contain 41 recorded lots).

b. Maintenance Budget. WH HOA and Estates 81 shall set a reasonable estimated annual budget to Operate the Shared Facilities in accordance with the pro rata allocation of costs and expenses set forth in Section 3(a) above. The parties shall cooperate to set an annual projected budget, and to mutually approve the same, by December 31<sup>st</sup> of each year. Such budget may include a reasonable amount to be held in reserves for unexpected costs and emergency repairs, and for capital improvements that may be needed.

c. Reimbursement of Shared Costs. Unless otherwise agreed to in writing by WH HOA and Estates 81, reimbursement of Shared Costs according to the terms set forth in Section 3.a above shall occur within fifteen (15) days after the reimbursing party's receipt of copies of the associated bills or invoices. Except in the case of a bona fide emergency, no necessary extraordinary repairs exceeding \$1,000.00 are to be made and no related costs or

expenses shall be incurred without prior consultation between WH HOA and Estates 81 and at least five (5) days to review relevant information and documentation.

d. Penalty for non-payment of Shared Costs. Unless otherwise agreed to in writing by WH HOA and Estates 81, a party shall not be entitled to any water using the Shared Facilities if such party fails to reimburse the other party for any Shared Costs under this Agreement within sixty (60) days after receipt of a written notice of default.

e. Damages and Costs Incurred During Construction of Estates 81 Subdivision. If, during the initial construction of the Estates 81 Subdivision and as a result thereof, any of the Shared Facilities are damaged or relocated, Estates 81 shall be responsible for all costs and expenses associated with repairing such damage and relocating the facilities.

4. Systems Coordination and Cooperation. WH HOA and Estates 81 shall, in good faith and as reasonably necessary to provide WH HOA Water to WH HOA and the Estates 81 Water to Estates 81, to the full extent authorized, agree to protocols, programs, rules, and regulations (such as a rotation program) for the delivery of water using the Shared Facilities. The parties further agree to execute, file and deliver any instruments, and shall do and perform all other acts, as may be reasonably required to properly authorize the diversion and delivery of irrigation water using the Shared Facilities as contemplated herein. Until otherwise amended or modified in writing by the parties hereto, WH HOA and Estates 81 agree to the following water schedule: (i) even numbered addresses shall only water on even numbered days, and (ii) odd numbered addresses shall only water on odd numbered days. Further, the parties hereby designate the following individual(s) as their respective authorized representative to facilitate management of irrigations issues related to the Shared Facilities, including without limitation, pump cleanout, low water pressure complaints, and pump shutoff due to inadequate water coming from BCID:

WH HOA:

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Estates 81:

Developer Services, Attn: Jean Cariaga

Phone: (208) 939-6000

5. Compliance with law. WH HOA and Estates 81 shall Operate the Shared Facilities in accordance with applicable laws and regulations, and each shall be responsible for their own respective compliance with applicable laws and regulations. A party shall not be entitled to delivery of any irrigation water until and unless such party is in compliance with all

applicable laws and regulations related to the delivery of their water. Each party shall be entitled to delivery of BCID water only to the extent authorized by BCID.

6. **Termination.** This Agreement shall be in effect for an indefinite term; provided, however, that this Agreement may be terminated by WH HOA or Estates 81: (i) upon WH HOA or Estates 81's Material Breach of this Agreement(hereinafter defined); (ii) by delivering written notice of termination to the other party at any time after the Shared Facilities have been shut down at the end of any irrigation season up to thirty (30) days prior to the date upon which the Shared Facilities are reactivated for the following irrigation season; or (iii) in the event this Agreement, or any provision hereof, is determined to be invalid by a court of competent jurisdiction. In the event this Agreement is terminated as provided for herein, the parties shall remain obligated to pay their share of any Shared Costs incurred by another party prior to the date of termination, and the parties shall, each at their sole expense, shall be responsible to obtain any and all consents and approvals which may be required to authorize the diversion and delivery of irrigation water to their respective systems by means other than the Shared Facilities. The occurrence of any of the following shall constitute a Material Breach of this Agreement:

a. Failure to pay any portion of Shared Costs due to another party as and when specified herein within sixty (60) days after written notice is served upon the defaulting party, which notice shall specify the sums then due; and

b. Failure to timely observe or perform any of its other covenants, agreements, or obligations hereunder within sixty (60) days following written notice delivered to the defaulting party, which notice shall specify the matters then in default.

7. **Remedies.** In the event of a default, each party shall have the right to bring an action at law against the other party to collect any sums due as provided herein, or exercise any other remedy, at law or in equity, now or hereafter available.

8. **Binding agreement; runs with the land.** This Agreement shall be recorded in the real property records of Canyon County, Idaho and shall run with the land and be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors, heirs, and assigns. The parties agree that Estates 81 may, without WH HOA consent or approval, assign all of its rights and obligations under this Agreement to one or more homeowners associations created for the Estates 81 phases being constructed.

9. **Notices.** Any notice authorized or required to be given hereunder shall be sufficiently served or given for all purposes if delivered personally or sent by United States certified mail, return receipt requested, addressed to the party in question as follows:

WH HOA:

West Highlands HOA  
3140 W. Belltower Drive  
Meridian, Idaho 83646

Estates 81:

Estates at West Highlands HOA, Inc.  
9601 W. State St. Boise, ID 83714-4021

All notices required or desired to be given under this Agreement shall be deemed given upon hand delivery or upon deposit in the United States Mail, postage prepaid. Any party shall be entitled to change the address for service of notice hereunder by serving upon the other parties, in the manner described above, a notice specifying the new address.

10. **Water Rights**. As set forth in the recitals, WH HOA and Estates 81 each possess certain water rights appurtenant to their respective real property. Nothing contained in this Agreement shall be construed to affect or convey the individual or separate water rights of the parties, regardless of where the water may be stored or transferred.

11. **Additional Covenants**. (a) No party may install landscaping or improvements that will impair the access to or use of the Shared Facilities as intended; (b) each of the parties agrees not to do anything that might contaminate or overstrain the Shared Facilities; (c) each of the parties agrees to use only as much water as is needed on their subdivisions, and not to waste or abandon the water; and (d) both parties agree that the lack of sufficient water delivered or early cutoff of water by BCID (or any resulting effects) will not be deemed as a breach of this contract.

12. **Estates 81 Representations, Covenants and Warranties**. Estates 81 hereby represents, covenants and warrants as follows:

- a. All cost to connect to the current system will be paid by Estates 81.
- b. Estates 81 has inspected the pump and pressurized irrigation system and has determined it to be fully operational. Any additional maintenance/repair costs shall be shared as set forth in this agreement.
- c. No additional investments are needed to bring the pressurized irrigation system up to operational readiness.
- d. Estates 81 has analyzed the potential impact of adding the proposed 81 lots to the system and has determined that the system can adequately service both parties.
- e. If, in the future (though the first full water season the Estates 81 Subdivision is fully built out), it is reasonably and fully determined that the current pressurized irrigation system cannot sufficiently service the two parties (with the specific exception of the amount of water delivered at the headgate by BCID), Estates 81 will be solely responsible for making the necessary upgrades.
- f. Estates 81 will, when connecting to the existing system, add such equipment as is required to enable water to be shut off individually to the West Highlands Subdivision and Estates 81 Subdivision in case of emergency, needed repairs, or maintenance. This covenant is intended to address issues arising out of the delivery of water to one but not both of the parties, so that water can be shut off that party and the other party can continue to use the pressurized system.
- g. During the initial buildout of the Estates 81 Subdivision, Estates 81 shall develop the exterior of the pumphouse and the area around the pumphouse, including initial cosmetic maintenance and repairs on the pumphouse and roof

shingles. Thereafter, such maintenance and repair costs shall be allocated to the parties pursuant to Paragraph 3(a) above.

13. **Attorney fees.** In the event either party to this Agreement brings any action or suit against the other party to this Agreement by reason of any actual or alleged breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including costs and attorney fees to be determined by the Court.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreement, oral or otherwise, not embodied herein, shall be of any force or effect.

15. **Modifications in writing.** This Agreement may only be amended, modified or changed by written document signed by the parties to this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all together shall constitute one and the same Agreement.

17. **Recitals incorporated.** The recitals of this Agreement are true and correct and incorporated herein by reference and made a part hereof.

18. **Headings.** The headings used herein, and the order of the paragraphs, are for convenience only, are not a part of this Agreement, and shall not be used in interpreting it.

19. **Applicable Law. Venue; Governing Law.** In the event any legal proceeding shall be instituted between them, such legal proceeding shall be instituted in the courts of the County of Canyon, the State of Idaho, and each of the Parties agree to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws, including conflicts of laws, of the State of Idaho as an agreement to be performed within the State of Idaho.

20. **Severability.** If any term or provision of this Agreement shall, to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable and such terms may not be modified or cured, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law; and it is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

21. **Recording.** This Agreement shall be recorded in the official records of Canyon County, Idaho.

22. **Authorized Agent.** Each party signing this Agreement represents and warrants that he/she has authority to do so on behalf of the entity for which he/she signs, and that his/her signature hereon serves to bind said entity to the terms of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth on page 1, above.

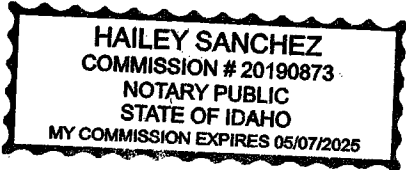
WEST HIGHLANDS  
HOMEOWNERS, ASSOCIATION, INC.

By *Chris Stetson*  
, President

STATE OF IDAHO )  
                              : ss.  
COUNTY OF ~~CANYON~~ )  
                              Ada <sup>HS</sup>

On this 25<sup>th</sup> day of July, 2022, before the undersigned notary public in and for the said state, personally appeared Christopher Stetson, known or identified to me as the president of West Highlands Homeowners Association, Inc., and acknowledged to me that he executed the same for said corporation.

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



*Hailey Sanchez*  
Notary Public for Idaho  
Residing at: Meridian, ID  
My Commission expires: 05/07/2025

Residing: Meridian

ESTATES 81, LLC  
By *Matt Drown*  
Matt Drown, Manager

STATE OF IDAHO )

: ss.

Ada <sup>18.</sup>

COUNTY OF ~~CANYON~~ )

On this 25<sup>th</sup> day of July, 2022, before the undersigned notary public in and for the said state, personally appeared Matt Drown, known or identified to me as a manager of Estates 81, LLC, and acknowledged to me that he executed the same for said limited liability company.

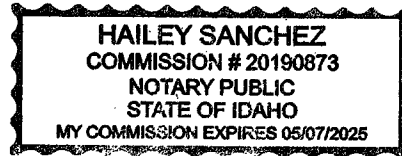
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Hailey Sanchez

Notary Public for Idaho

Residing at: Meridian, ID

My Commission expires: 05/07/2025.



**Residing: Meridian**





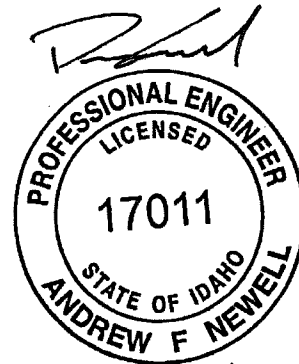
**APPENDIX D**  
**STORM DRAINAGE O & M Manual**

**Prepared For:**

- Estates 81, LLC
- City of Middleton

**Estates at West Highlands  
Subdivision No. 1  
Middleton, Idaho**

**Storm Drainage Facility  
Operations And  
Maintenance Manual**



9-16-21

**Prepared By:**

**Andrew Newell, P.E.**  
Blaine A. Womer Civil Engineering  
4355 W. Emerald Street, Suite 145  
Boise, ID 83706  
(208) 593-7555  
andrew@bawce.com

September 16, 2021

Project No: N1420001



## Table of Contents

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System Description .....	1
O&M Responsibility .....	1
Component Maintenance .....	2
Drainage .....	2
City of Middleton Right to Inspect and Maintain .....	3
City of Middleton Approval of Amendments.....	3
Grading.....	3

## APPENDICES

### Appendix A - Figures

Vicinity Map

Roadway and Storm Drainage Plans

Final Plat

### Appendix B - Checklists

Inspection Checklist

## **INTRODUCTION**

The purpose of this manual is to assure the continued, successful operation of the storm drainage system that collects, transports, and disposes storm water run-off for this development. The primary purpose of the storm water facility is for storm water remediation. Any additions to the facility (such as trail pathways or additional landscaping) should be considered temporary and may be removed when heavy maintenance of the facility is needed. Replacement of these items will be the responsibility of the Estates at West Highlands Subdivision Homeowners Association (HOA).

Phase 1 of the residential subdivision includes 49 lots: 44 single-family residential lots and 5 common lots. The proposed improvements to the site include roadways, sidewalks, lot grading, and site utilities.

## **SYSTEM DESCRIPTION**

The site's proposed storm drain system consists of curb and gutter, inlets, storm drain manholes, pipes and sand and grease traps. The storm water within the project site sheet flows to the curb and gutter, where it is channeled to the inlets. Storm water is then conveyed through a manhole and pipes, through a sand and grease trap and finally a retention pond. Like most systems, the storm drainage facilities at this site require periodic maintenance to assure continued performance of the system components.

## **O&M RESPONSIBILITY**

The maintenance duties for the storm water system exist under two categories: heavy duty maintenance and light duty maintenance. The heavy duty maintenance will be the responsibility of the City of Middleton. The light duty maintenance will be conducted by the HOA.

### **Heavy Duty Maintenance**

It will be the responsibility of the City of Middleton to maintain and repair the storm drainage system components within the public right-of-way and easements shown on the Estates at West Highlands Subdivision No. 1 - Final Plat. The City of Middleton shall have the right to maintain and repair the storm water drainage system including, but not limited to, the curb and gutter, inlets, retention pond, storm drain manholes and pipes.

### **Light Duty Maintenance**

It will be the responsibility of the HOA to maintain landscape areas within the public right-of-way and easements including:

- Care for grass within the public right-of-way and storm drainage easements during the growing season. Grass should be cut per the landscaper's recommendation to provide adequate cover of the roots and reduce the effects of evaporation.
- Keep shrubs and trees pruned or trimmed as needed to reduce overgrowth.
- Maintain and repair the pressurized irrigation system on an annual basis to ensure the proper irrigation of vegetation in planted areas. The irrigation system shall be drained prior to the winter months to reduce damage caused by freezing.
- Clean trash and debris within the subdivision as needed.
- Inspect pond banks on monthly basis for erosion and rodent holes and repair as necessary.
- Inspect pond for standing water or wet spots that may result from clogged orifices and remove debris as necessary.
- Provide weed control within the detention pond to prevent overgrowth.
- Remove sediment accumulation from pond infiltration area and rake/till sand for positive drainage.

At a minimum, storm water facilities should be monitored according to the checklist found in the Appendix. Any maintenance activities should be recorded on the checklist including who performed the activity and an approximate amount of materials removed. More frequent maintenance may be necessary, so periodic inspections should be performed to monitor the level of trapped debris or nonfunctioning storm drainage systems. The HOA should contact the City of Middleton if it has determined that a storm drainage component has failed or is not functioning properly.

#### **COMPONENT MAINTENANCE**

Operation and maintenance of the storm water facilities at Estates at West Highlands Subdivision - No. 1 shall be governed by this Manual for the storm drainage system, which may only be modified at the direction of the Board of the HOA, with written approval by the City of Middleton.

#### **DRAINAGE**

There shall be no interference with the established drainage pattern over any portion of the property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the City of Middleton. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the property is completed, or that drainage which is shown on any plans approved by the City of Middleton, which may include drainage from common areas or any building lot in the property.

### **CITY OF MIDDLETON RIGHT TO INSPECT AND MAINTAIN**

The City of Middleton shall always have the right to inspect the storm water drainage system and perform any required maintenance and repairs.

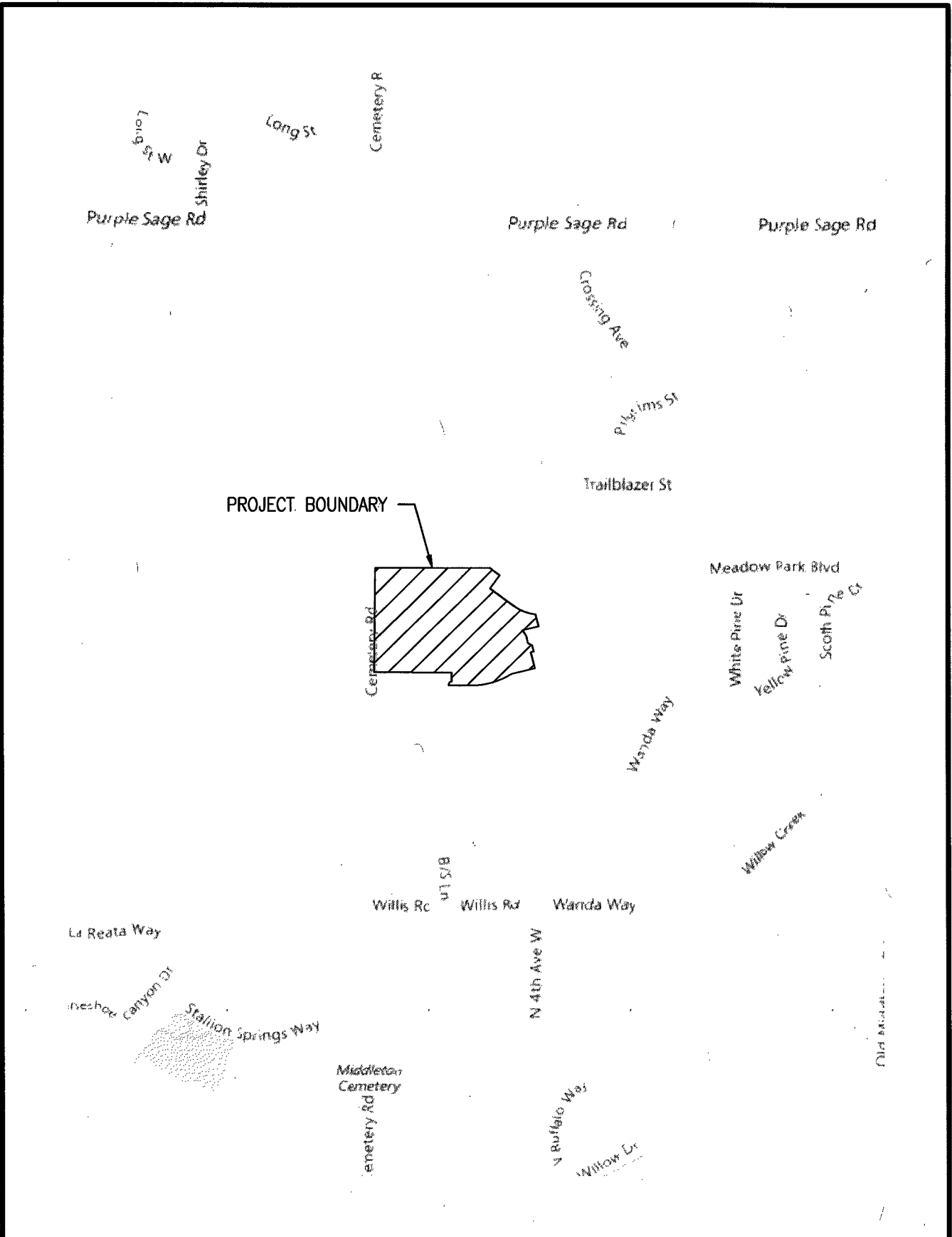
### **CITY OF MIDDLETON APPROVAL OF AMENDMENTS**

Any amendment of this Manual for Storm Water Facilities having any direct impact or effect on the City of Middleton storm water drainage system shall be subject to prior review and approval by City of Middleton.

### **GRADING**

The owner of any building lot within the property on which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of the City of Middleton Code or by the HOA, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the City of Middleton, or other public agency, and plantings and ground cover installed or completed thereon.

## **APPENDIX A - FIGURES**



**BLAINE A. WOMER**  
 CIVIL ENGINEERING

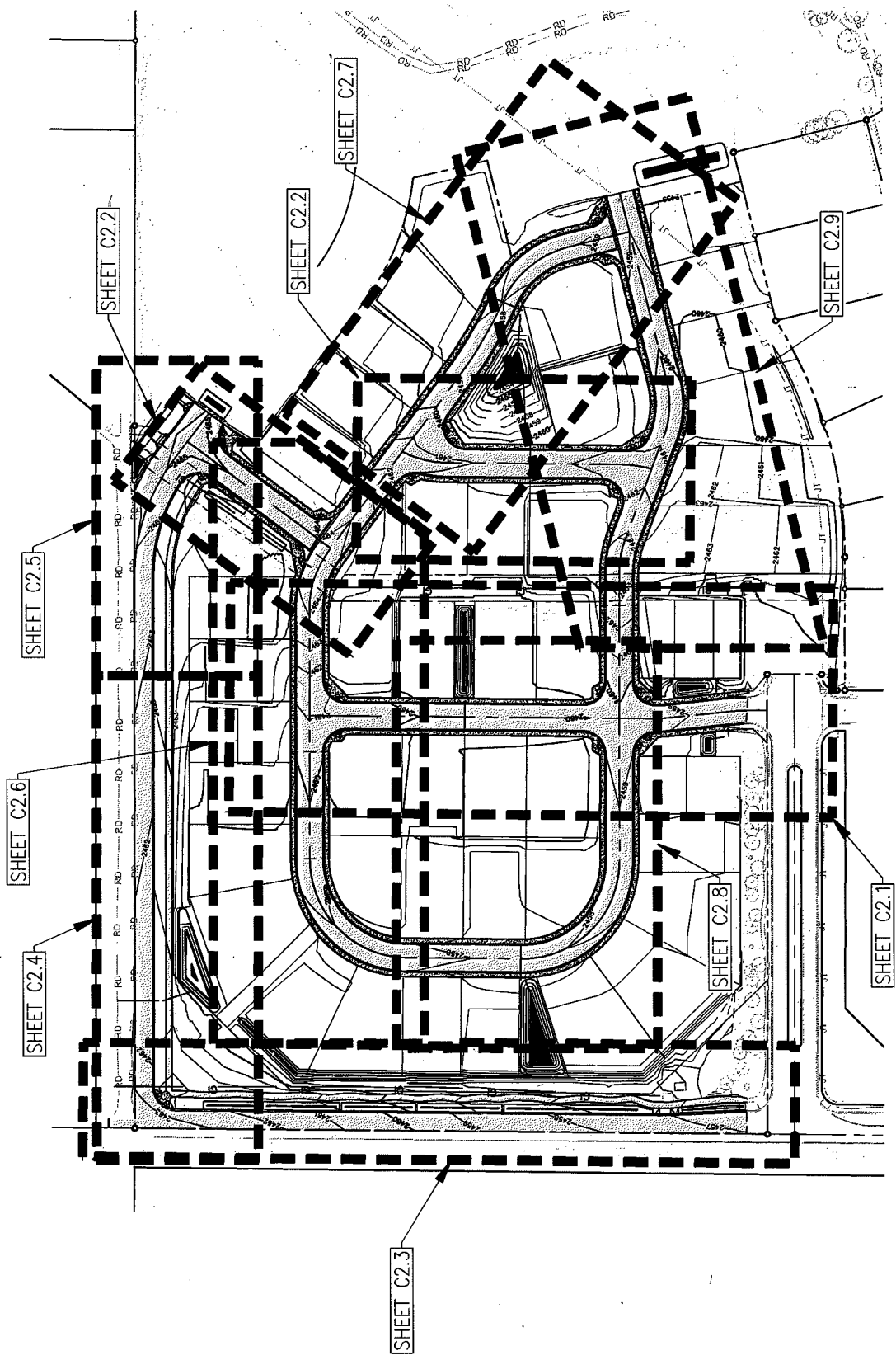
- PLANNING
- SURVEYING
- CIVIL ENGINEERING
- PUBLIC WORKS

Boise, ID 83706, 4355 W. Emerald Street, Suite 145

ESTATES AT WEST HIGHLANDS SUBDIVISION No. 1

FIGURE 1  
 VICINITY MAP





**811**

Know what's below.  
Call before you dig.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT CONSTITUTE A GUARANTEE OF ACCURACY. A PROFESSIONAL ENGINEER'S SEALING PRINT HAS BEEN ISSUED.

NO.	DATE	BY	CHK	APP	REV

SEAL - ENGINEER

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_ V.S. \_\_\_\_\_  
SEE SHEET C1.0

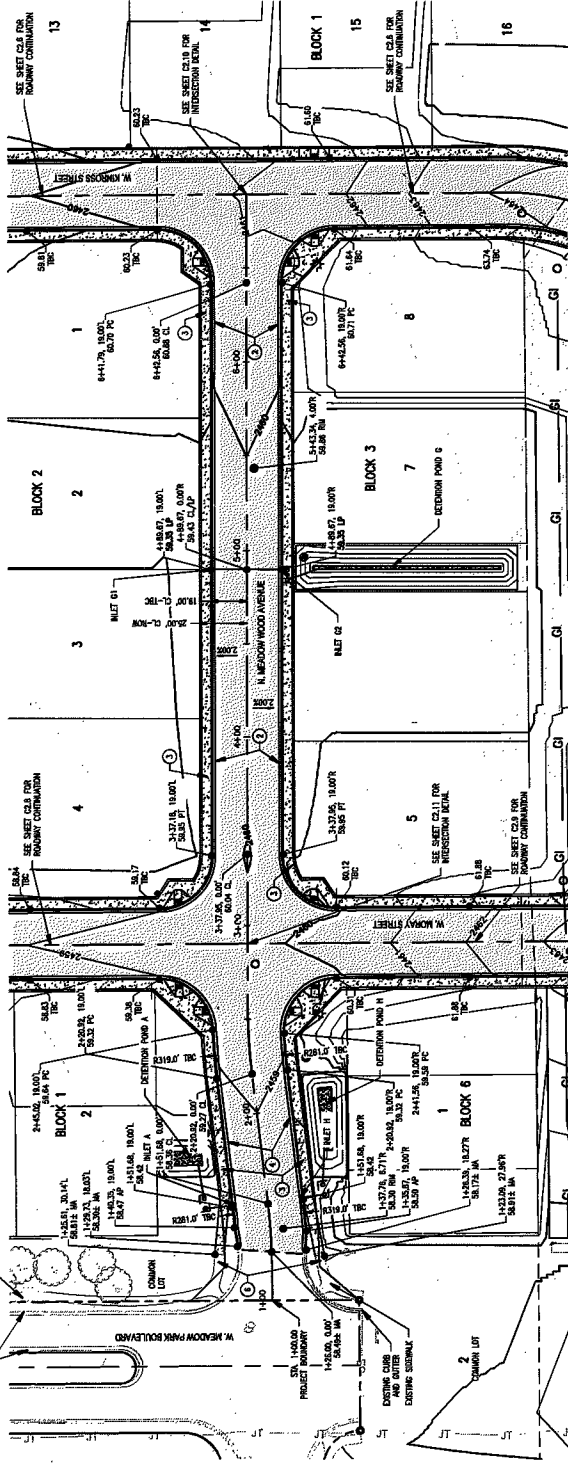
**B** **A** **W**  
**BLAINE A. WOMER**  
**CIVIL ENGINEERING**  
1000 N. W. 10th Street, Suite 100, Westland, MI 48186-1500  
Phone: 734-793-8800 Fax: 734-793-8801

EXPLAINING  
SURVEYING  
SEALING  
SITEWORK  
ESTIMATE WORKS

BENCHMARK

CITY OF MIDDLETON, ID  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
CONSTRUCTION PLANS  
OVERALL ROADWAY LAYOUT PLAN

SHEET NO. C2.0  
FILE NO. N142001



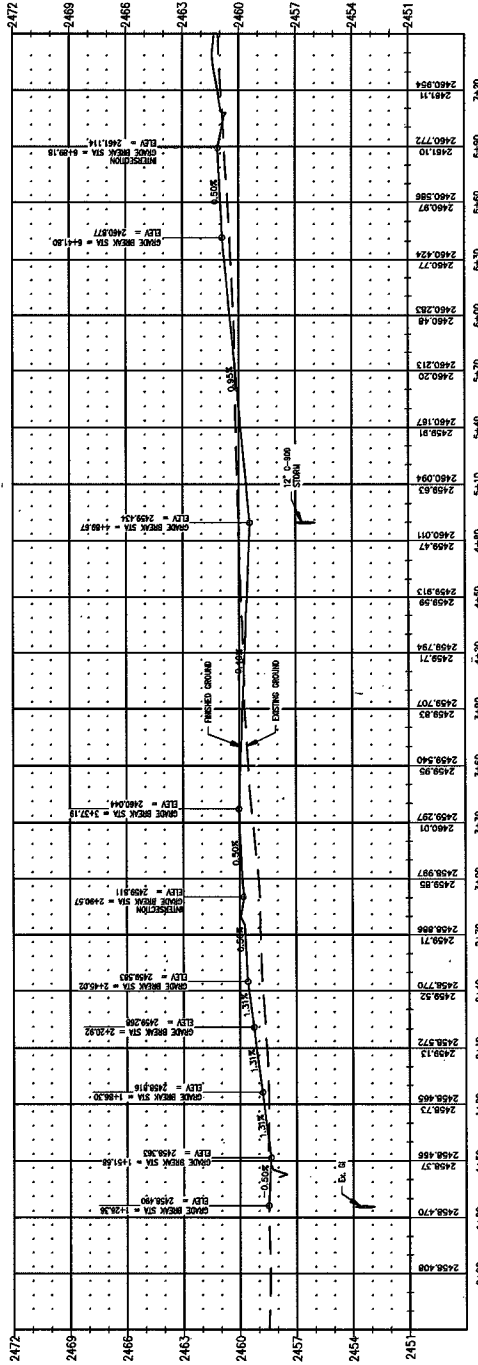
N. MEADOW WOOD AVENUE (STA. 1+00.00 TO 6+89.18)

**KEYNOTES**

1. VERIFY ALL DIMENSIONS INCLUDING ALL PROPERTY CORNER DIMENSIONS.
2. VERIFY ALL WALLS AND CURBS FOR SPICE 3/4" DIA.
3. VERIFY ALL FLOOR FINISHES INCLUDING ALL SPICE 3/4" DIA.
4. VERIFY ALL CURBS AND WALKERS FOR SPICE 3/4" DIA.
5. VERIFY ALL CURBS AND WALKERS FOR SPICE 3/4" DIA.
6. VERIFY ALL CURBS AND WALKERS FOR SPICE 3/4" DIA.

**SHEET NOTES**

1. SEE SHEET C-1 FOR LEGEND AND SYMBOLS.
2. SEE SHEET C-1 FOR TYPICAL MANHOLE DETAIL.
3. SEE SHEET C-1 FOR UTILITY DETAIL.
4. SEE SHEET C-1 FOR UTILITY DETAIL.
5. SEE SHEET C-1 FOR UTILITY DETAIL.
6. SEE SHEET C-1 FOR UTILITY DETAIL.
7. SEE SHEET C-1 FOR UTILITY DETAIL.
8. SEE SHEET C-1 FOR UTILITY DETAIL.



NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. GRADING PERMIT HAS BEEN ISSUED.

NO.	DATE	BY	CHKD.	REVISION



**BLAINE A. WOMER**  
 CIVIL ENGINEERING  
 1000 W. MEADOW WOOD AVENUE, SUITE 100  
 MIDDLETON, TENNESSEE 37130  
 TEL: 615-885-1111  
 FAX: 615-885-1112  
 PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BENCHMARK  
 SEE SHEET  
 C1.0

SHEET NO.  
 CITY OF MIDDLETON, ID  
 ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
 CONSTRUCTION PLANS  
 N. MEADOW WOOD AVENUE PROFILE  
 STA. 1+00.00 TO 6+89.18  
 FILE NO. N1420001

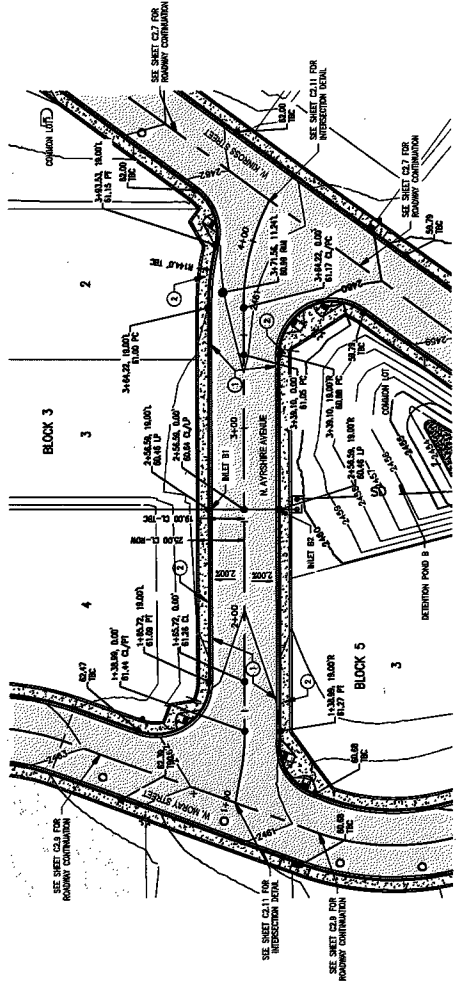


**SHEET NOTES**

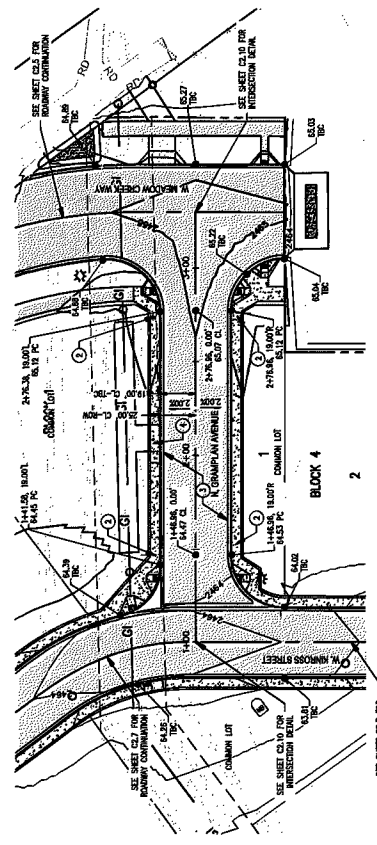
- A. SEE SHEET C1.1 FOR GENERAL AND BENCHMARK DATA.
- B. SEE SHEET C1.1 FOR SPECIAL BENCHMARK DATA.
- C. SEE SHEET C1.1 FOR THE CENTERLINE.
- D. SEE SHEET C1.1 FOR THE CENTERLINE.
- E. SEE SHEET C1.1 FOR THE CENTERLINE.
- F. SEE SHEET C1.1 FOR THE CENTERLINE.

**KEYNOTES**

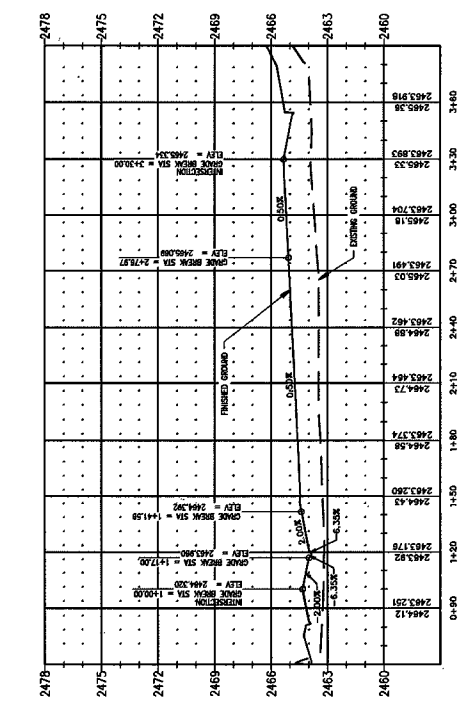
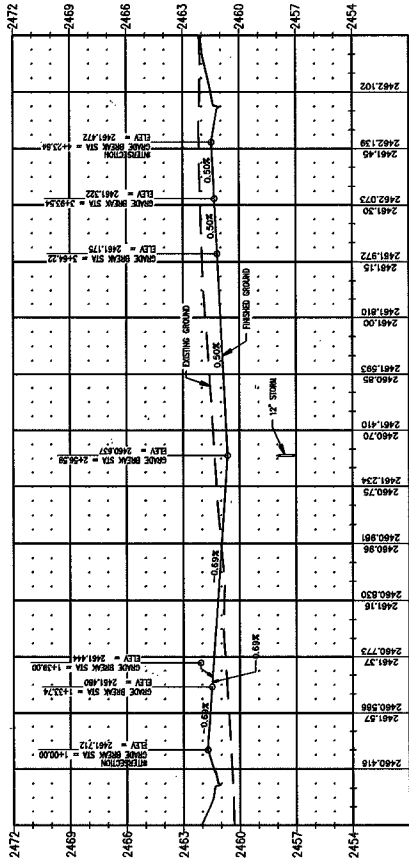
- 1. SHALL BE FIELD CORRECTION AND CHECKED FOR ERROR.
- 2. SHALL BE FIELD CORRECTION AND CHECKED FOR ERROR.
- 3. SHALL BE FIELD CORRECTION AND CHECKED FOR ERROR.
- 4. SHALL BE FIELD CORRECTION AND CHECKED FOR ERROR.



N. AYRSHIRE AVENUE (STA. 1+00.00 TO 4+23.64)



N. GRAMPLAN AVENUE (STA. 1+00.00 TO 3+30.00)



**Know what's below. Call before you dig!**

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A GRADING PERMIT HAS BEEN ISSUED.

PREPARED BY: **BLAINE A. WOMER CIVIL ENGINEERING** DATE: \_\_\_\_\_ SCALE: \_\_\_\_\_

SEAL - ENGINEER: **BLAINE A. WOMER** No. 11420001 Exp. 12/31/2024

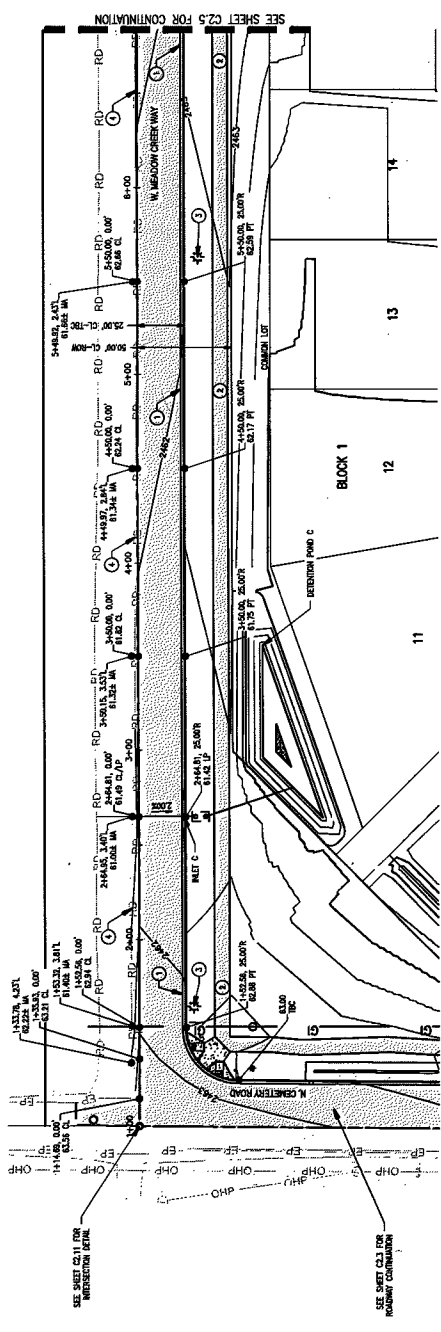
BENCHMARK: SEE SHEET C1.0

CITY OF MIDDLETON, ID ESTABLISHES AT WEST HIGHLANDS SUBDIVISION NO. 1 CONSTRUCTION PLANS N. AYRSHIRE AVENUE & N. GRAMPLAN AVENUE PLAN AND PROFILE STA. 1+00.00 TO 4+23.64 AND STA. 1+00.00 TO 3+30.00

SHEET NO. C2.2

FILE NO. N1420001





W. MEADOW CREEK WAY (STA. 1+00.00 TO 6+60.00)

Station	2475	2472	2469	2466	2463	2460	2457
2475	2461.905	2461.773	2461.705	2461.642	2461.581	2461.520	2461.460
2472	2461.400	2461.338	2461.276	2461.214	2461.152	2461.090	2461.028
2469	2460.568	2460.506	2460.444	2460.382	2460.320	2460.258	2460.196
2466	2459.352	2459.290	2459.228	2459.166	2459.104	2459.042	2458.980
2463	2457.968	2457.906	2457.844	2457.782	2457.720	2457.658	2457.596
2460	2456.200	2456.138	2456.076	2456.014	2455.952	2455.890	2455.828
2457	2454.040	2453.978	2453.916	2453.854	2453.792	2453.730	2453.668

- KEYNOTES**
1. VERIFY ALL ELEVATIONS AND DISTANCES FOR ALL WORK.
  2. VERIFY ALL ELEVATIONS AND DISTANCES FOR ALL WORK.
  3. VERIFY ALL ELEVATIONS AND DISTANCES FOR ALL WORK.
  4. VERIFY ALL ELEVATIONS AND DISTANCES FOR ALL WORK.

- SHEET NOTES**
1. SEE SHEET C11 FOR GENERAL AND EXISTING NOTES.
  2. SEE SHEET C12 FOR TYPICAL DRAINAGE DETAIL.
  3. SEE SHEET C13 FOR UTILITY DETAIL.
  4. SEE SHEET C14 FOR UTILITY DETAIL.
  5. SEE SHEET C15 FOR UTILITY DETAIL.
  6. SEE SHEET C16 FOR UTILITY DETAIL.
  7. SEE SHEET C17 FOR UTILITY DETAIL.
  8. SEE SHEET C18 FOR UTILITY DETAIL.
  9. SEE SHEET C19 FOR UTILITY DETAIL.
  10. SEE SHEET C20 FOR UTILITY DETAIL.

**Know what's below. Call before you dig!**

NOTES: VERIFY CONDITIONS WITHIN THESE PLANS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES. GRADING PERMIT HAS BEEN ISSUED.

PREPARED BY: **BLAINE A. WOMER CIVIL ENGINEERING**

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

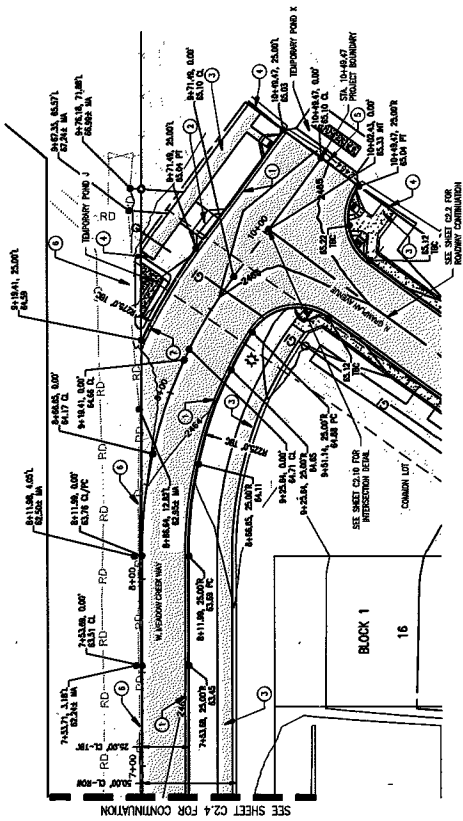
BENCHMARK: SEE SHEET C1.0

CITY OF MIDDLETON, ID

ESTATES AT WEST THIRLANDS SUBDIVISION NO. 1 N. MEADOW CREEK WAY STA. 1+00.00 TO 6+60.00

SHEET NO. C2.4

FILE NO. M1420001



W. MEADOW CREEK WAY (STA. 6+60.00 TO 10+49.48)

Station	2470	2475	2472	2469	2466	2463	2460	2457
Elevation	2462.866	2463.198	2463.075	2463.24	2463.02	2462.978	2462.927	2462.866
Grade Break								
Notes								

- KEYNOTES**
1. HATCH OF BLOCK, CURB AND GUTTER FOR SPICE 30-714.
  2. HATCH OF BENCHMAREK PROPERTY FOR SPICE 30-714.
  3. HATCH OF BENCHMAREK PROPERTY FOR SPICE 30-714.
  4. HATCH OF BENCHMAREK PROPERTY FOR SPICE 30-714.
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  9. HATCH OF BENCHMAREK PROPERTY FOR SPICE 30-714.
  10. HATCH OF BENCHMAREK PROPERTY FOR SPICE 30-714.

- SHEET NOTES**
1. SEE SHEET C1.1 FOR GENERAL AND BENCHMAREK NOTES.
  2. SEE SHEET C1.1 FOR TRUCK, BENCHMAREK, CENTER.
  3. SEE SHEET C1.1 FOR THE DRIVEWAY.
  4. SEE SHEET C1.1 FOR THE DRIVEWAY.
  5. SEE SHEET C1.1 FOR THE DRIVEWAY.
  6. SEE SHEET C1.1 FOR THE DRIVEWAY.
  7. SEE SHEET C1.1 FOR THE DRIVEWAY.
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  9. SEE SHEET C1.1 FOR THE DRIVEWAY.
  10. SEE SHEET C1.1 FOR THE DRIVEWAY.

**Know what's below. Call before you dig.**

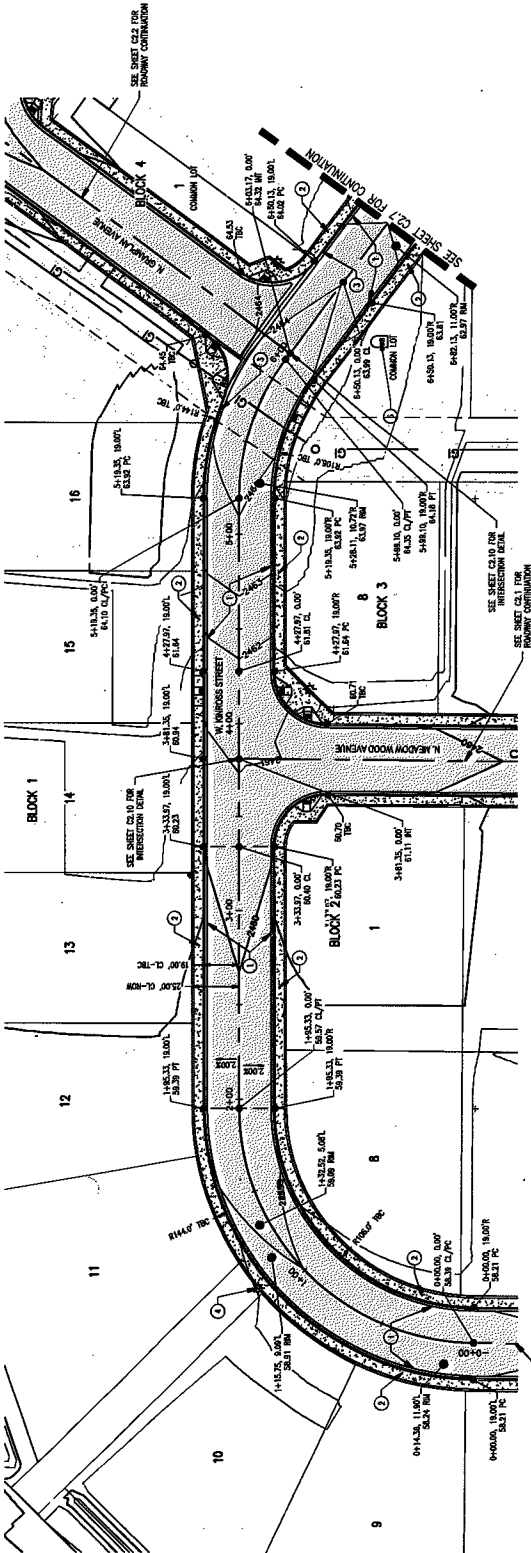
**BLAINE A. WOMER CIVIL ENGINEERING**  
 1000 S. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304  
 TEL: 754.333.1111 FAX: 754.333.1112  
 PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**SEAL - ENGINEER**

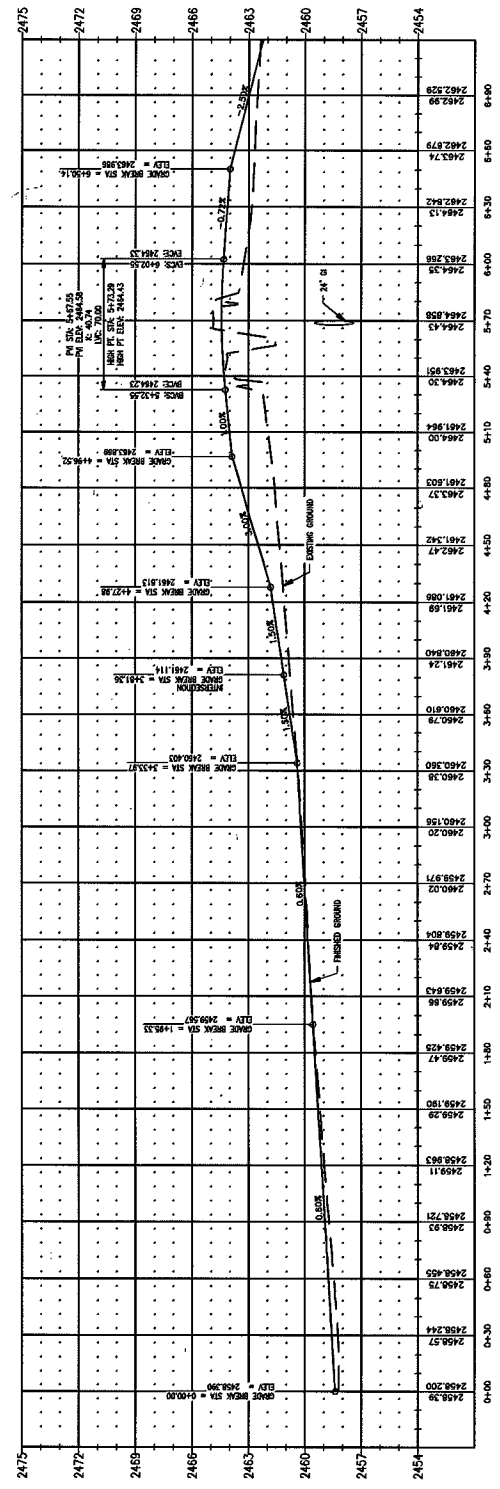
**BENCHMAREK**  
 SEE SHEET C1.0

**CITY OF MIDDLETON, ID**  
 ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
 CONSTRUCTION PLANS  
 N. MEADOW CREEK WAY PLAN AND PROFILE  
 STA. 6+60.00 TO 10+49.48

SHEET NO. C2.5  
 FILE NO. N142001



W. KINROSS STREET (STA. 0+00.00 TO 7+20.00)



- KEYNOTES**
1. SHALL BE PLACED OVER AND UNDER FOR EACH BLOCK.
  2. SHALL BE PLACED UNDER EXISTING ROADWAY FOR EACH BLOCK.
  3. SHALL BE PLACED UNDER EXISTING ROADWAY FOR EACH BLOCK.
  4. SHALL BE PLACED UNDER EXISTING ROADWAY FOR EACH BLOCK.
  5. SHALL BE PLACED UNDER EXISTING ROADWAY FOR EACH BLOCK.

**SHEET NOTES**

- A. SEE SHEET C1.1 FOR GENERAL AND FINISH NOTES.
- B. SEE SHEET C1.2 FOR TRUCK TRAILER SECTION.
- C. SEE SHEET C1.3 FOR LOT DIMENSIONS.
- D. SEE SHEET C1.4 FOR LOT DIMENSIONS.
- E. SEE SHEET C1.5 FOR LOT DIMENSIONS.
- F. SEE SHEET C1.6 FOR LOT DIMENSIONS.
- G. SEE SHEET C1.7 FOR LOT DIMENSIONS.
- H. SEE SHEET C1.8 FOR LOT DIMENSIONS.
- I. SEE SHEET C1.9 FOR LOT DIMENSIONS.
- J. SEE SHEET C1.10 FOR LOT DIMENSIONS.
- K. SEE SHEET C1.11 FOR LOT DIMENSIONS.
- L. SEE SHEET C1.12 FOR LOT DIMENSIONS.
- M. SEE SHEET C1.13 FOR LOT DIMENSIONS.
- N. SEE SHEET C1.14 FOR LOT DIMENSIONS.
- O. SEE SHEET C1.15 FOR LOT DIMENSIONS.
- P. SEE SHEET C1.16 FOR LOT DIMENSIONS.
- Q. SEE SHEET C1.17 FOR LOT DIMENSIONS.
- R. SEE SHEET C1.18 FOR LOT DIMENSIONS.
- S. SEE SHEET C1.19 FOR LOT DIMENSIONS.
- T. SEE SHEET C1.20 FOR LOT DIMENSIONS.

**811**  
Know what's below. Call before you dig.

**BLAINE A. WOMER CIVIL ENGINEERING**  
1000 W. KINROSS STREET, SUITE 100, WEST MIDDLETON, IDAHO 83455  
TEL: 208.338.8888 FAX: 208.338.8889  
WWW.BLAINEAWOMER.COM

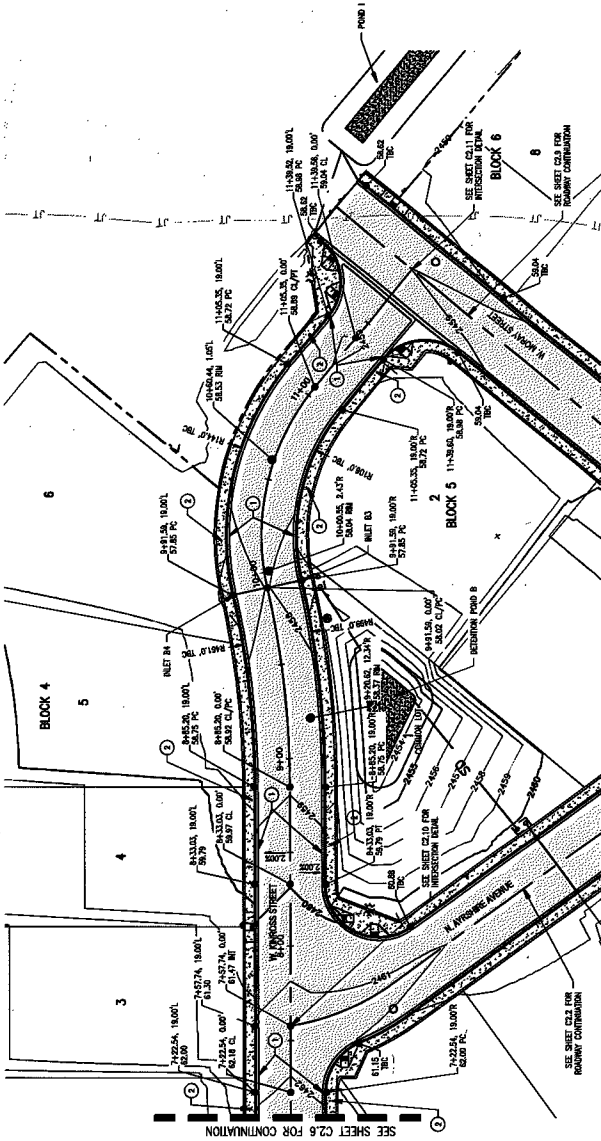
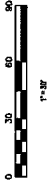
**SEAL - ENGINEER**  
STATE OF IDAHO  
No. 10000  
EXPIRES 12/31/2024

**PREPARED BY:** DATE: SCALE: 1" = 40'

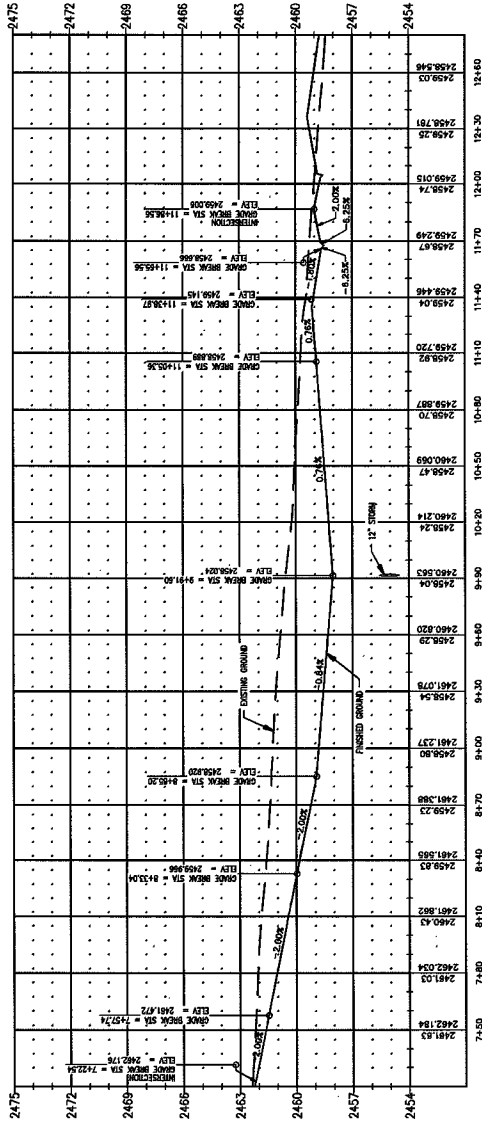
**BENCHMARK**  
SEE SHEET C1.0

**CITY OF MIDDLETON, ID**  
ESTATES AT WEST HIGHWAYS SUBDIVISION NO. 1  
CONSTRUCTION PLANS  
W. KINROSS STREET PLAN AND PROFILE  
SIA-04-00-00 TO 7+20.00

**SHEET NO.** C2.6  
**FILE NO.** N142001



W. KINROSS STREET (STA. 7+20.00 TO 11+86.56)



REMARKS

1. SMALL 'F' MARKS ARE NOTED FOR SPOT ELEVATIONS.
2. SMALL 'E' MARKS INDICATE EXISTING ELEVATIONS FOR SPOT ELEVATIONS.

SHEET NOTES

- A. SEE SHEET C2.1 FOR GENERAL AND FINISH NOTES.
- B. SEE SHEET C2.1 FOR TYPICAL INTERSECTION DETAIL.
- C. SEE SHEET C2.1 FOR LOT CORNER.
- D. SEE SHEET C2.1 FOR LOT CORNER.
- E. SEE SHEET C2.1 FOR LOT CORNER.
- F. ALL DISTANCES AND OTHER VALUES RELATED TO THIS PLAN SHALL BE MEASURED TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
- G. SEE SHEET C2.1 FOR INTERSECTION DETAIL.



NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT BE CONSIDERED VALID UNLESS A GRADING PERMIT HAS BEEN OBTAINED.

NO.	DATE	BY	REV.	DESCRIPTION



SEALED - ENGINEER

**B** BLAINE A. WOMER  
 CIVIL ENGINEERING  
 1000 W. WABASH STREET, SUITE 100 • ANN ARBOR, MI 48106  
 (734) 769-1100

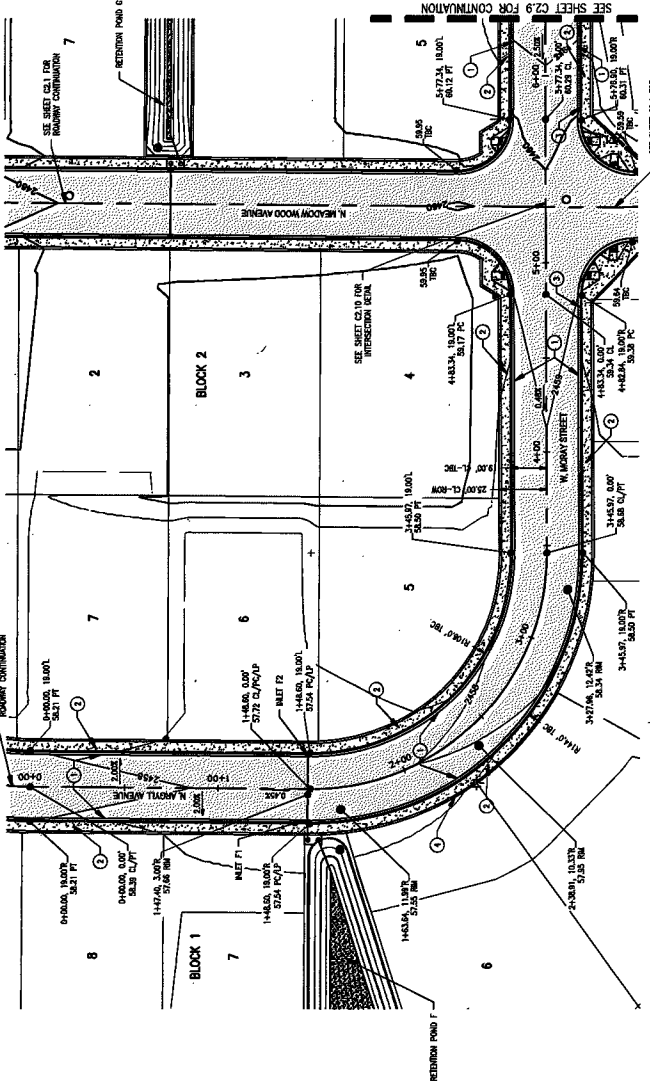
BENCHMARK  
 SEE SHEET  
 C1.0

CITY OF MIDDLETON, ID  
 ESTIMATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
 CONSTRUCTION PLANS  
 W. KINROSS STREET PLAN AND PROFILE  
 STA. 7+20.00 TO 11+86.56

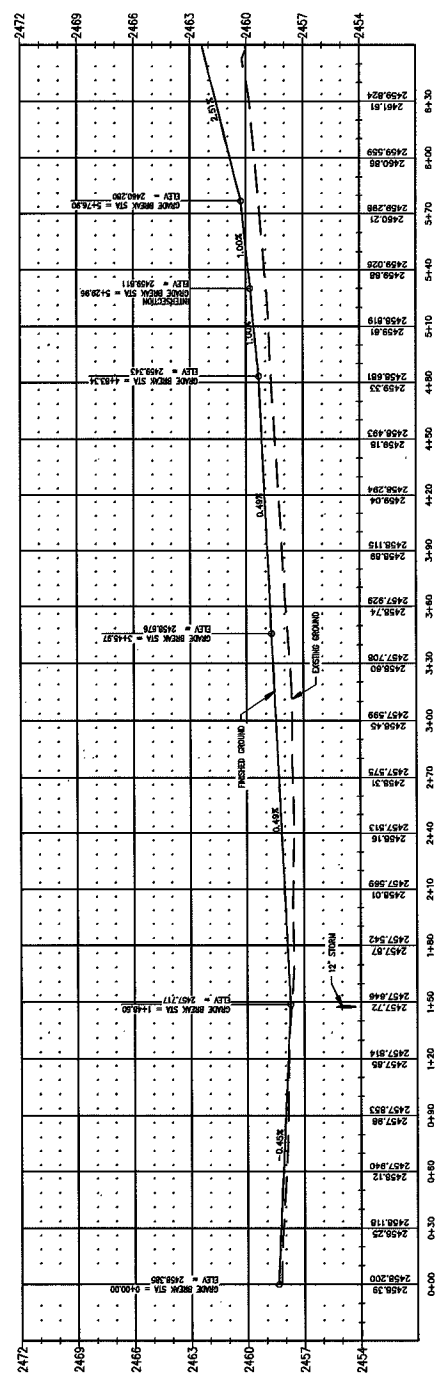
SHEET NO. C2.7

FILE NO. M120001





N. ARGYLL AVENUE/W. MORAY STREET (STA. 1+00.00 TO 6+60.00)



- KEYNOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MIDDLETON SPECIFICATIONS.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MIDDLETON SPECIFICATIONS.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MIDDLETON SPECIFICATIONS.
  4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MIDDLETON SPECIFICATIONS.

- SHEET NOTES**
1. SEE SHEET C2.1 FOR BENCHMARK AND BENCHMARK NOTES.
  2. SEE SHEET C2.2 FOR BENCHMARK AND BENCHMARK NOTES.
  3. SEE SHEET C2.3 FOR BENCHMARK AND BENCHMARK NOTES.
  4. SEE SHEET C2.4 FOR BENCHMARK AND BENCHMARK NOTES.
  5. SEE SHEET C2.5 FOR BENCHMARK AND BENCHMARK NOTES.
  6. SEE SHEET C2.6 FOR BENCHMARK AND BENCHMARK NOTES.
  7. SEE SHEET C2.7 FOR BENCHMARK AND BENCHMARK NOTES.
  8. SEE SHEET C2.8 FOR BENCHMARK AND BENCHMARK NOTES.
  9. SEE SHEET C2.9 FOR BENCHMARK AND BENCHMARK NOTES.
  10. SEE SHEET C2.10 FOR BENCHMARK AND BENCHMARK NOTES.

**811**  
Know what's below. Call before you dig.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT BE CONSIDERED A GUARANTEE OF ACCURACY UNLESS THE CONTRACTING PARTY HAS BEEN ISSUED.

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

SEE SHEET C1.0

BENCHMARK: SEE SHEET C1.0

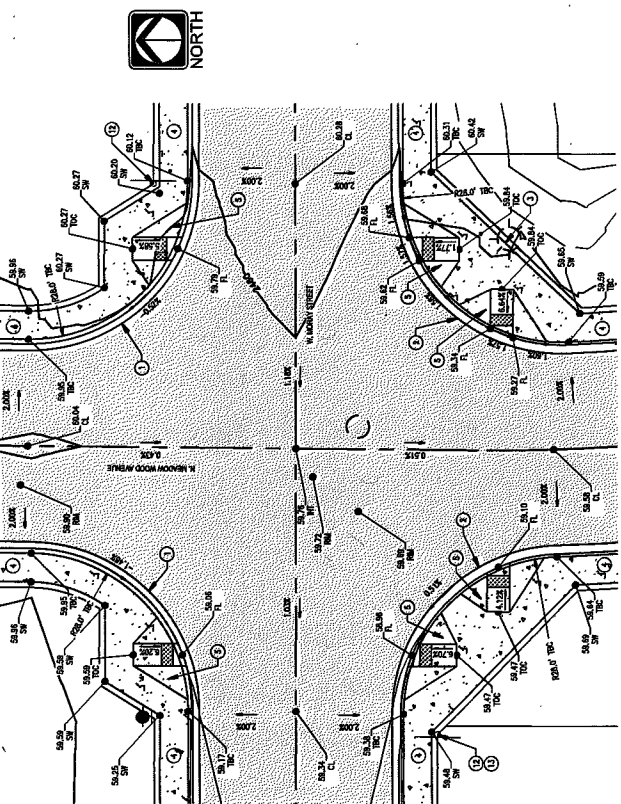
BLAINE A. WOMER CIVIL ENGINEERING

CITY OF MIDDLETON, ID ESTABLISH AT WEST HIGHLANDS SUBDIVISION NO. 1 CONSTRUCTION PLANS N. ARGYLL AVENUE & W. MORAY STREET PLAN AND PROFILE STA. 0+00.00 TO 6+60.00

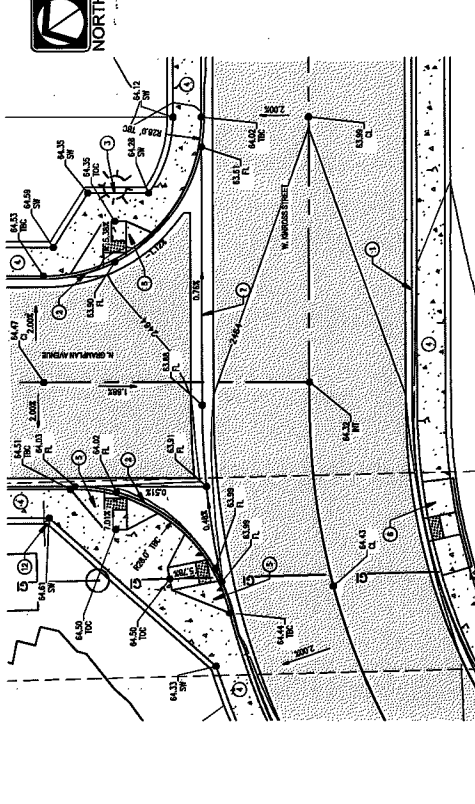
SHEET NO. C2.8

FILE NO. N1420001

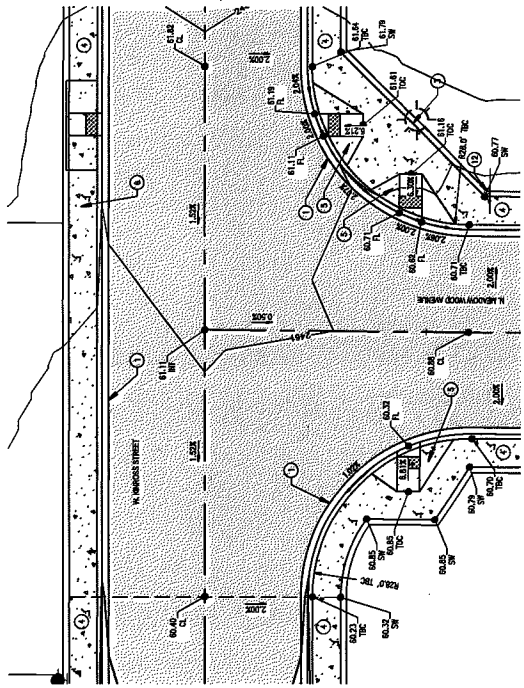




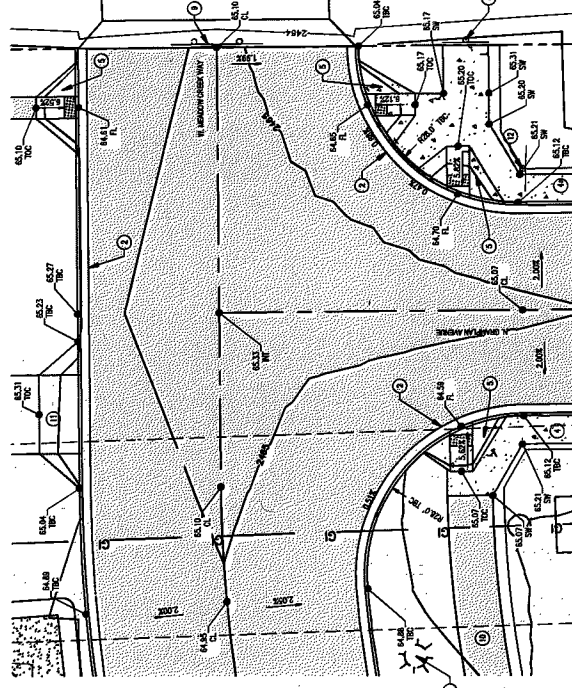
N. MEADOW WOOD AVENUE / MORAY STREET INTERSECTION DETAIL



W. MEADOW CREEK WAY / N. GRAMPLAN AVENUE INTERSECTION DETAIL



W. KINROSS STREET / MEADOW WOOD AVENUE INTERSECTION DETAIL



W. MEADOW CREEK WAY / N. GRAMPLAN AVENUE INTERSECTION DETAIL

**KEYNOTES**

1. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
2. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
3. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
4. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
5. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
6. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
7. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
8. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
9. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
10. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
11. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.
12. SPOT ELEVATIONS ARE GIVEN FOR SPOTS 30'-75'.

**SHEET NOTES**

- A. SEE SHEET C1.1 FOR GENERAL AND PARTIAL NOTES.
- B. SEE SHEET C1.2 FOR TYPICAL DRAINAGE DETAIL.
- C. SEE SHEET C1.3 FOR LOT LAYOUT.
- D. SEE SHEET C1.4 FOR LOT LAYOUT.
- E. SEE SHEET C1.5 FOR LOT LAYOUT.
- F. SEE SHEET C1.6 FOR LOT LAYOUT.
- G. SEE SHEET C1.7 FOR LOT LAYOUT.
- H. SEE SHEET C1.8 FOR LOT LAYOUT.
- I. SEE SHEET C1.9 FOR LOT LAYOUT.
- J. SEE SHEET C1.10 FOR LOT LAYOUT.



NOTES:  
 1. MATERIALS CONTAINED WITHIN THESE PLANS SHALL NOT EXCEED UNTIL AN ORIGINAL PRINT HAS BEEN ISSUED.  
 2. REVISIONS:

NO.	DATE	BY	CHK	APP	DESC.

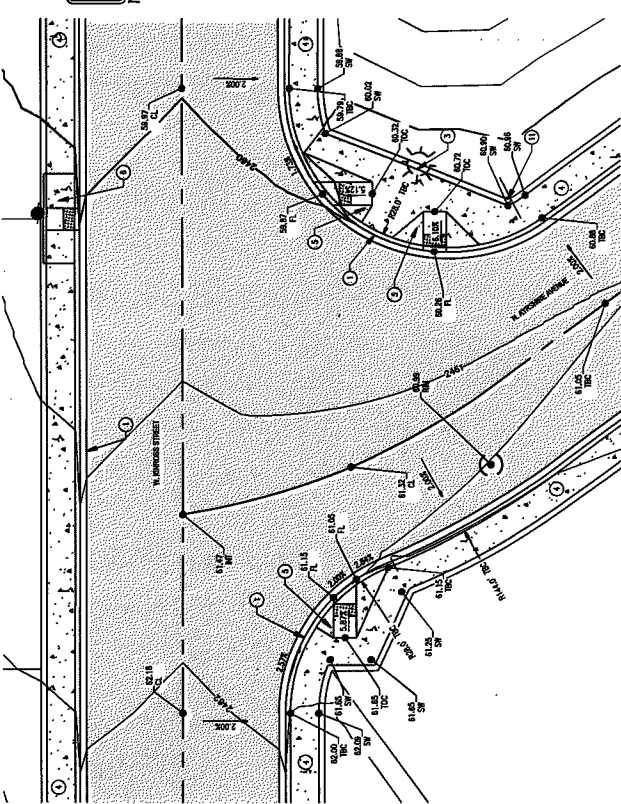


PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 V.S. \_\_\_\_\_  
 V.S. \_\_\_\_\_

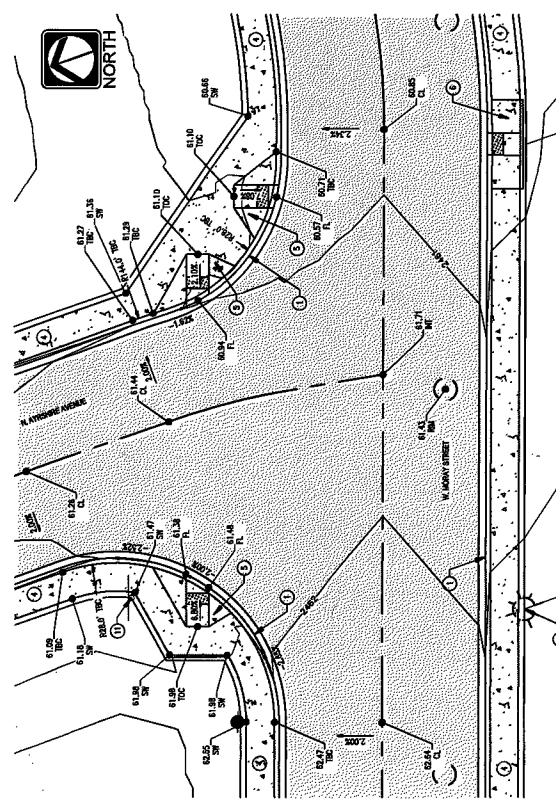
BLAINE A. WOMER  
 CIVIL ENGINEERING  
 1000 S. W. 10th St., Suite 100, Ft. Worth, TX 76104  
 (817) 336-8888

BENCHMARK  
 SEE SHEET C1.0  
 CONSTRUCTION PLANS  
 INTERSECTION DETAILS

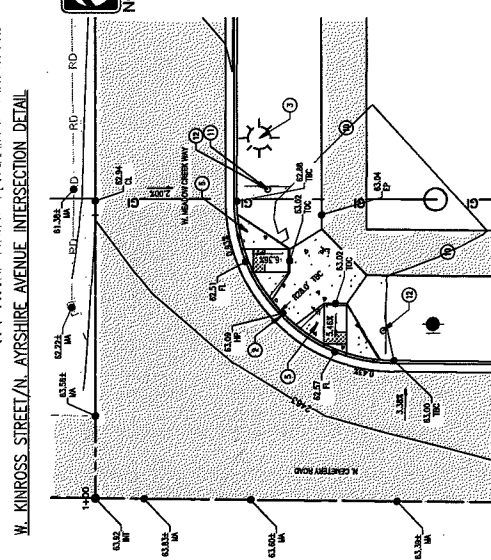
CITY OF MIDDLETON, ID  
 ESTATES AT WEST-HIGHLANDS SUBDIVISION NO. 1  
 SHEET NO. C2.10  
 FILE NO. N1420001



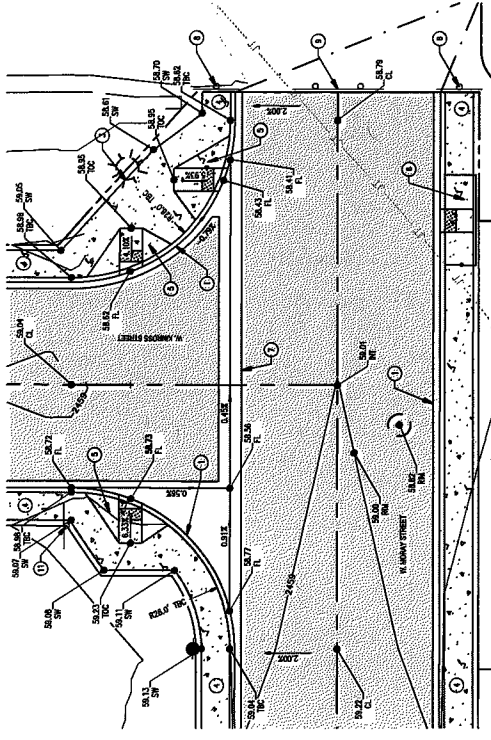
W. KINROSS STREET/N. AYRSHIRE AVENUE INTERSECTION DETAIL



W. MORAY STREET/N. AYRSHIRE AVENUE INTERSECTION DETAIL



N. CEMETERY ROAD/W. MEADOW CREEK WAY INTERSECTION DETAIL



W. MORAY STREET/N. AYRSHIRE AVENUE INTERSECTION DETAIL

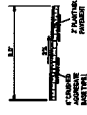
**KEYNOTES**

- 1. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 2. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 3. ELEVATIONS TO BE SHOWN.
- 4. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 5. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 6. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 7. ELEVATIONS TO BE SHOWN.
- 8. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 9. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 10. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 11. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.
- 12. SLOPE OF GRADES SHALL BE MINIMUM PER AASHTO 19-101.

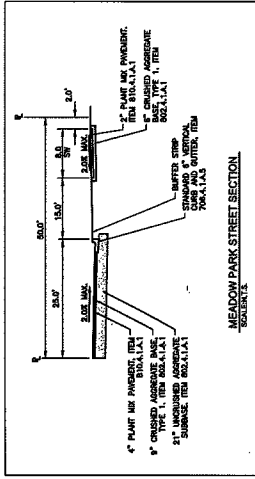
**SHEET NOTES**

- A. SEE SHEET C11 FOR GENERAL AND SHORWAY NOTES.
- B. SEE SHEET C12 FOR SPECIAL, SHORWAY NOTES.
- C. SEE SHEET C13 FOR SPECIAL, SHORWAY NOTES.
- D. SEE SHEET C14 FOR SPECIAL, SHORWAY NOTES.
- E. SEE SHEET C15 FOR SPECIAL, SHORWAY NOTES.
- F. SEE SHEET C16 FOR SPECIAL, SHORWAY NOTES.
- G. SEE SHEET C17 FOR SPECIAL, SHORWAY NOTES.
- H. SEE SHEET C18 FOR SPECIAL, SHORWAY NOTES.
- I. SEE SHEET C19 FOR SPECIAL, SHORWAY NOTES.
- J. SEE SHEET C20 FOR SPECIAL, SHORWAY NOTES.

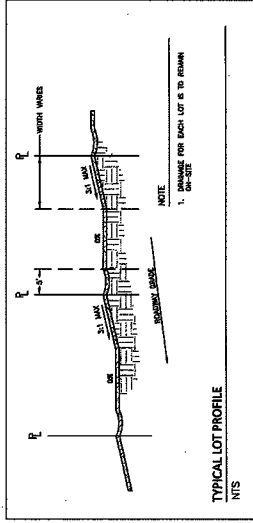
<p>811 Know what's below. Call before you dig.</p>		<p>INDEX: CONTRACTOR WITHIN THESE PLANS SHALL NOT CONSIDER ANY ENCUMBRANCE RECORD AND/OR GROUND FURTHER AND BEAT LOCUS.</p>		<p>DATE: _____ TIME: _____ BY: _____ CHECKED: _____ DATE: _____</p>	<p>SCALE: _____</p>	<p>PREPARED BY: BLAINE A. WOMER CIVIL ENGINEERING</p>	<p>BENCHMARK: SEE SHEET C1.0</p>	<p>CITY OF MIDDLETON, ID ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1 CONSTRUCTION PLANS INTERSECTION DETAILS</p>	<p>SHEET NO: C2.11</p>
		<p>SEAL - ENGINEER</p>		<p>DATE: _____</p>	<p>SCALE: _____</p>	<p>PREPARED BY: BLAINE A. WOMER CIVIL ENGINEERING</p>	<p>BENCHMARK: SEE SHEET C1.0</p>	<p>CITY OF MIDDLETON, ID ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1 CONSTRUCTION PLANS INTERSECTION DETAILS</p>	<p>SHEET NO: C2.11</p>



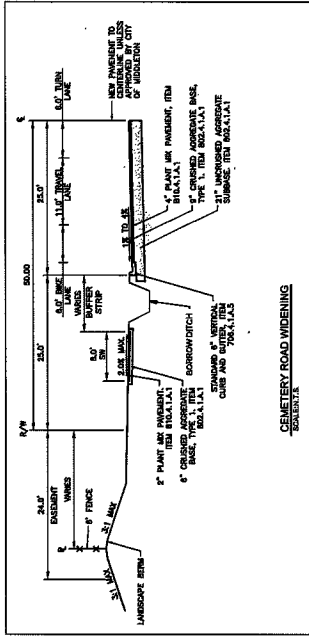
ASPHALT PATHWAY SECTION  
SCALE: 1" = 4'-0"



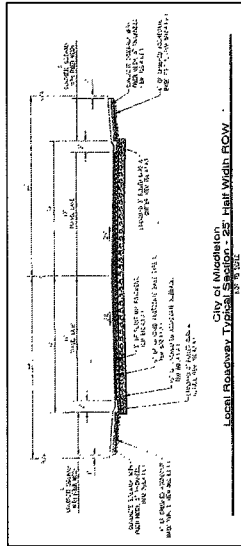
MEADOW PARK STREET SECTION  
SCALE: 1" = 4'-0"



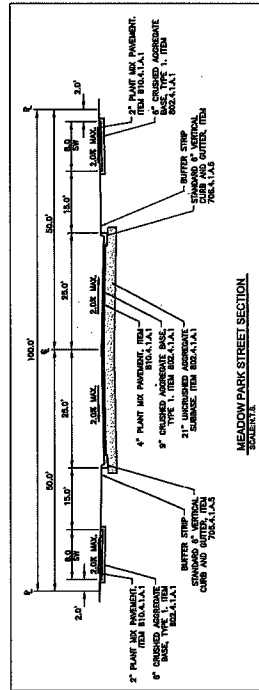
TYPICAL LOT PROFILE  
N/S



CEMETERY ROAD WIDENING  
SCALE: 1" = 4'-0"



Local Roadway Typical Section - 22' Right-Of-Way  
SCALE: 1" = 4'-0"



MEADOW PARK STREET SECTION  
SCALE: 1" = 4'-0"



Know what's below.  
Call before you dig.

NOTE: UNCONFINED UTILITY PIPES SHALL NOT EXCEED 18\"/>

NO.	DATE	BY	CHKD.	DESCRIPTION

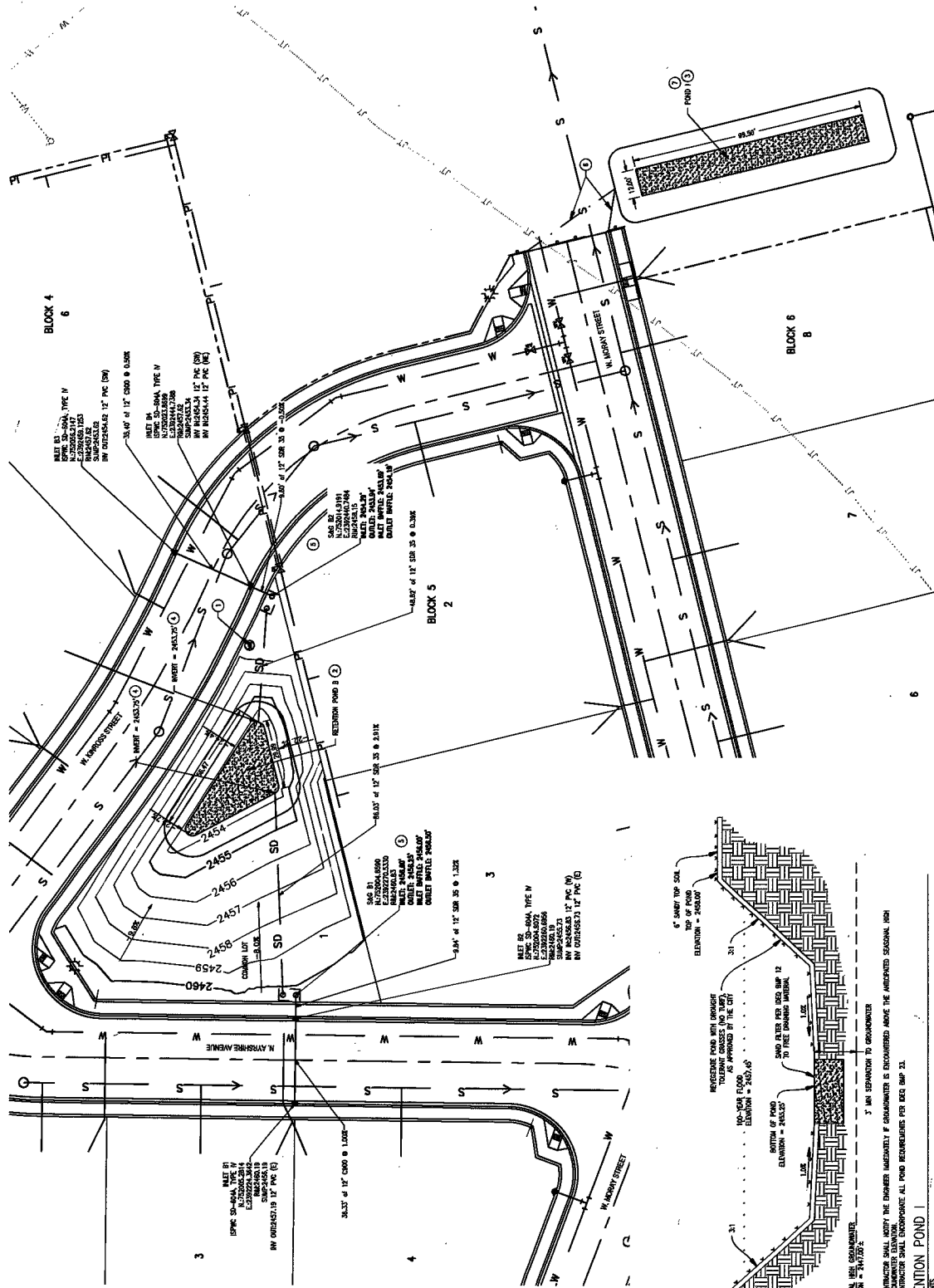


SEAL - ENGINEER  
**Blaine A. Womer**  
 CIVIL ENGINEERING  
 STATE OF MICHIGAN LICENSE NO. 92084  
 PREPARED BY: \_\_\_\_\_  
 SCALE: 1" = 4'-0"  
 DATE: \_\_\_\_\_

BENCHMARK  
 SEE SHEET  
 C1.0

CITY OF MIDDLETON, ID  
 ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
 CONSTRUCTION PLANS  
 ROADWAY SECTIONS AND DETAILS  
 SHEET NO. C2.12  
 FILE NO. N142001





- KEYNOTES**
1. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  2. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  3. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  4. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  5. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  6. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  7. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  8. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  9. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
  10. METAL ROUND MANHOLE COVERS SHALL BE 24" DIA. METAL CAST IRON WITH 12" DIA. RINGS.
- SHEET NOTES**
1. SEE SHEET C-1 FOR GENERAL AND DETAIL NOTES.
  2. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  3. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  4. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  5. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  6. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  7. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  8. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  9. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.
  10. SEE SHEET C-1 FOR DETAILS AND MATERIAL REQUIREMENTS.

**BLAINE A. WOMER**  
CIVIL ENGINEERING

**SEAL - ENGINEER**

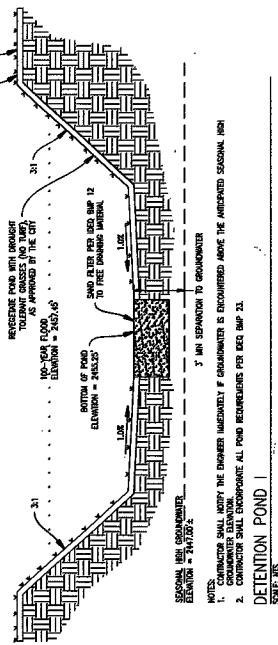
**PREPARED BY:** \_\_\_\_\_  
**SCALE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**BENCHMARK**  
SEE SHEET C-10

**CITY OF MIDDLETON, ID**  
ESTATES AT WEST HIGHLANDS SUBDIVISION NO. 1  
CONSTRUCTION PLANS  
RETENTION POND B & 1

**SHEET NO. C5.1**

**FILE NO. N1420001**



**811**

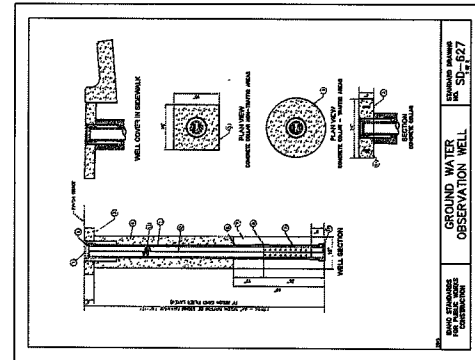
**Know what's below.**  
Call before you dig.

**NOTES:**

1. CONTRACTOR SHALL VERIFY THE DIMENSIONS INDICATED BY THE ARCHITECT'S SECTIONS.
2. CONTRACTOR SHALL ENCLOSE ALL POND REQUIREMENTS FOR DEE BMP 21.





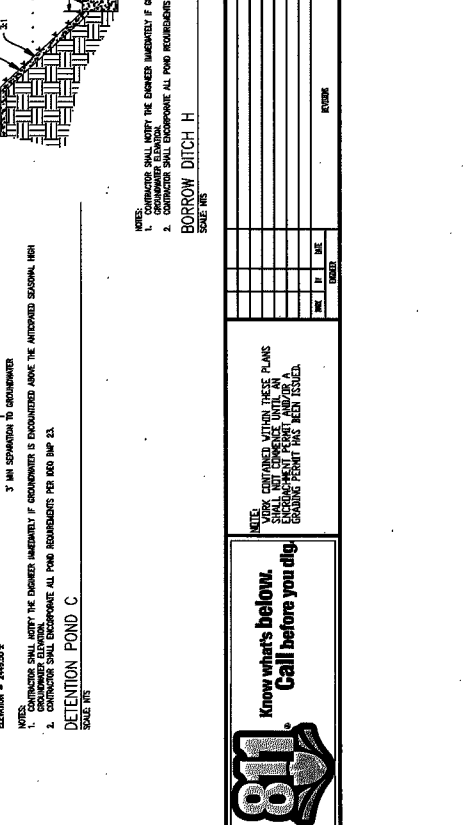
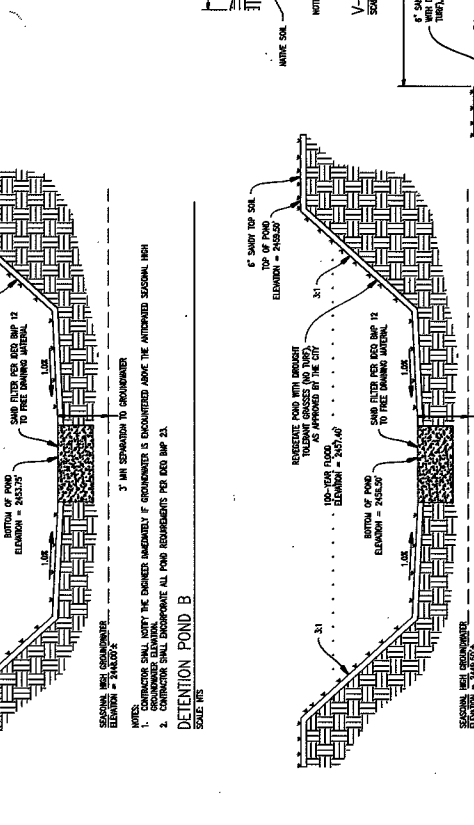
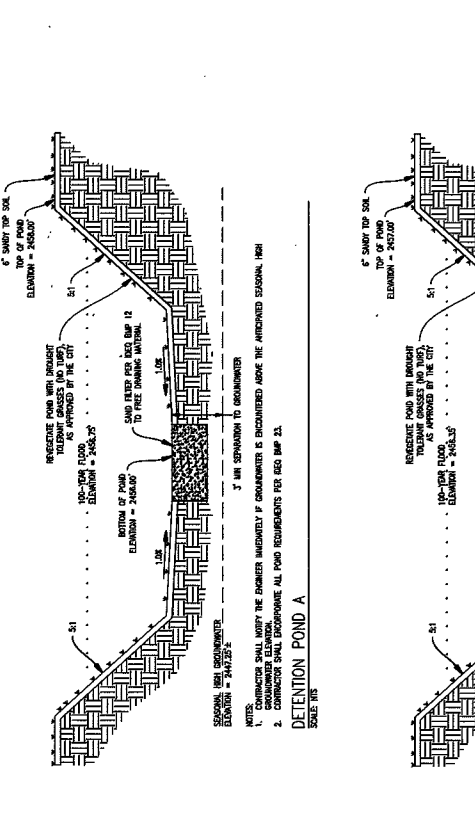
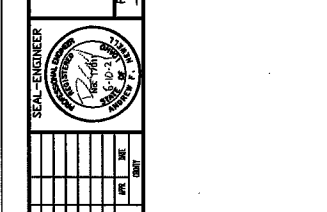
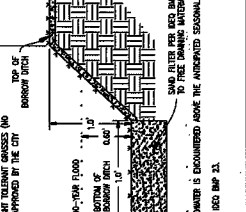
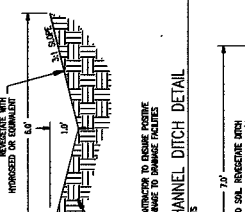
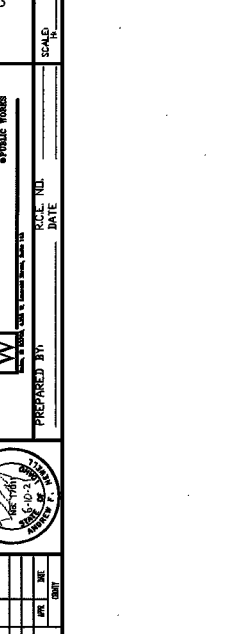
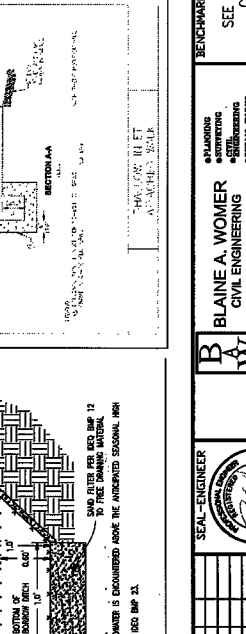
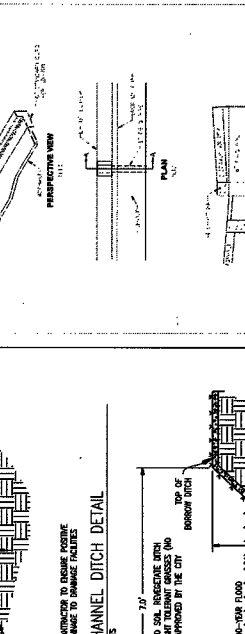
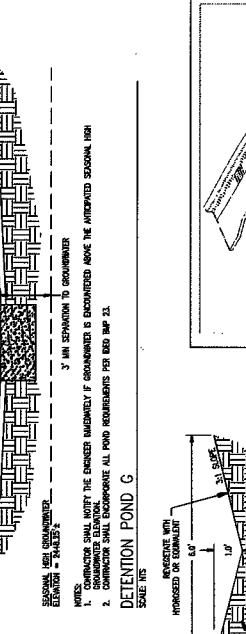
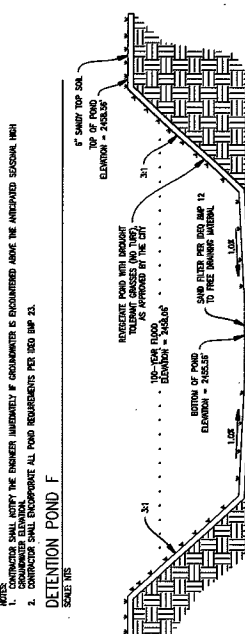
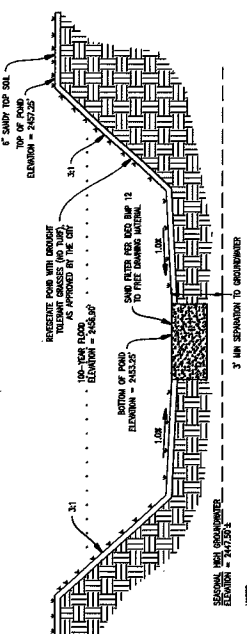


**LEGEND**

- 1. THE WALL OF THE OBSERVATION WELL SHALL BE CONSTRUCTED WITH 12" DIA. RIBBED STEEL PIPE, 10' LONG, WITH 1/2" WALL THICKNESS.
- 2. THE OBSERVATION WELL SHALL BE CONSTRUCTED WITH 12" DIA. RIBBED STEEL PIPE, 10' LONG, WITH 1/2" WALL THICKNESS.
- 3. THE OBSERVATION WELL SHALL BE CONSTRUCTED WITH 12" DIA. RIBBED STEEL PIPE, 10' LONG, WITH 1/2" WALL THICKNESS.
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- 10. THE OBSERVATION WELL SHALL BE CONSTRUCTED WITH 12" DIA. RIBBED STEEL PIPE, 10' LONG, WITH 1/2" WALL THICKNESS.

**NOTES:**

- 1. VERIFY THE LOCATION OF OBSERVATION WELLS WITH LOCAL AGENCIES.
- 2. VERIFY THE LOCATION OF OBSERVATION WELLS WITH LOCAL AGENCIES.
- 3. VERIFY THE LOCATION OF OBSERVATION WELLS WITH LOCAL AGENCIES.
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- 10. VERIFY THE LOCATION OF OBSERVATION WELLS WITH LOCAL AGENCIES.



**Know what's below. Call before you dig.**

**BLAINE A. WOMIER CIVIL ENGINEERING**  
 1000 N. 10th Street, Suite 100, Fargo, ND 58102  
 (701) 785-1111  
 www.bawomier.com

**SEAL - ENGINEER**  
 STATE OF NORTH DAKOTA  
 No. 10164  
 6-10-21

**PREPARED BY:** DATE: SCALE: 1/8" = 1'-0"

**EXPANSION**  
 SEE SHEET C1.0  
 SEE BENCHMARK

**CITY OF MIDDLETON, ID**  
 ESTATES AT WEST HIGHLANDS SUBMISSION NO. 1  
 CONSTRUCTION PLANS  
 STORM WATER DETAILS

**SHEET NO. C5.3**  
 FILE NO. N1420001

## **APPENDIX B - CHECKLISTS**

**Estates at West Highlands Subdivision No. 1  
OPERATION & MAINTANENCE MANUAL  
INSPECTION LIST**

<b>Location</b>				
	<b>Inspection 1</b>	<b>Inspection 2</b>	<b>Inspection 3</b>	<b>Inspection 4</b>
<b>Date:</b>				
<b>Time:</b>				
<b>Approx. Date &amp; Amount of Last Rainfall:</b>				
<b>Inspector:</b>				

Maintenance Item	Pass/Fail				Comments
	1	2	3	4	
<b>1. Irrigation (Monthly, during irrigation season)</b>					
1. Control of nuisance water from lots and common areas to streets					
2. Control of watering within pond landscape					
<b>2. Retention Pond (Annual, After Major Storms)</b>					
1. Vegetation and ground cover adequate					
2. Weed control					
3. Unauthorized planting					
4. Slope protection/erosion					
5. Animal burrows					
6. Inlet/Outlet pipe trash rack					
a. Debris removal necessary					
b. Corrosion control					
7. Flow spreader					
8. Energy dissipation at inlet (riprap)					
9. Removal of litter and debris					
10. Standing water or wet spots, source of water?					
<b>3. Other (Monthly)</b>					
1. Encroachment of pond or easement area					
2. Complaints from residents					
3. Aesthetics					
a. Care for grass within the public right-of-way and storm drainage easements during the growing season. Grass should be cut per the landscaper's recommendation to provide adequate cover of the roots and reduce the effects of evaporation.					
b. Other (specify)					
4. Clean trash and debris within the subdivision as needed.					
5. Note forebay sildimentation depth, remove when depth exceed > 50% design.					
6. Remove cobble and sediment accumulation from sand infiltration areas, rake/till sand for positive drainage.					
7. Any public hazards (specify)					
<b>4. Other (Annual)</b>					
1. Pressure Irrigation - Maintain and repair to ensure the proper irrigation of vegetation in planted areas. The irrigation system shall be drained prior to the winter months to reduce damage caused by freezing.					
2. Outlet Control Structure					
a. Low flow orifice obstructed					
b. excessive sediment aculumulation in or around structure					
c. Condition of Structure					
i. Minor spalling (<1")					
ii. Major spalling (rebar exposed)					
iii. Joint failure					
iv. Water tightness					
d. outfall pipe functioning					
3. Other (specify)					

**Comments:**
