

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=40 HEATHER LUTHER
DEVELOPMENT SERVICES INC.

2022-078721
09/12/2022 02:11 PM
\$127.00

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EASTFIELD SUBDIVISION**

Table of Contents

ARTICLE 1. RECITALS	
1.1. Property Covered	1
1.2. Residential Development	1
1.3. Purpose of Master Declaration	1
1.4. Government Regulations and Restrictions	1
1.5. Exempt Property	1
ARTICLE 2. DECLARATION	1
ARTICLE 3. DEFINITIONS	
3.1. Architectural Control Committee	2
3.2. Articles	2
3.3. Assessments	2
3.4. Association	2
3.5. Board	2
3.6. Bylaws	2
3.7. Common Area	2
3.8. Declaration	2
3.9. Dwelling	2
3.10. First Mortgagee	3
3.11. Grantor	3
3.12. Improvements	3
3.13. Irrigation Water Supply System	3
3.14. Lot or Lots	3
3.15. Member	3
3.16. Mortgage	3
3.17. Mortgagee	3
3.18. Owner	3
3.19. Person	3
3.20. Plat	3
3.21. Property	3
3.22. Supplemental Declaration	4
3.23. Waterway	4
ARTICLE 4. RESERVATION OF RIGHTS; ACKNOWLEDGEMENT OF RIGHTS.	
4.1. Agricultural Uses.	4
4.2. Reservations by Grantor.	4
4.3. Enjoyment of Common Area	5
ARTICLE 5. ASSOCIATION	
5.1. Membership	6
5.2. Voting Rights	6
5.3. Powers of Association	7
5.4. Duties of Association	9
5.5. Quorum Requirements for Board	10
5.6. Appeal and Hearing Rights	11
ARTICLE 6. ASSESSMENTS	
6.1. Covenant to Pay Assessments	12
6.2. Regular Assessments.	12
6.3. Special Assessments	12
6.4. Limited Assessments	12
6.5. Commencement of Regular Assessments	13
6.6. Initial Assessment and Transfer Assessments	13
6.7. Uniform Rate of Assessment	13
6.8. Assessment Due Date	14
6.9. Interest and Penalties	14
6.10. Estoppel Certificate	14

6.11.	Notice Requirements	14
6.12.	Subordination of the Lien to Mortgages	14
6.13.	Exempt Property	14
ARTICLE 7. ENFORCEMENT OF ASSESSMENTS		
7.1.	Right to Enforce	15
7.2.	Creation of Assessment Liens	15
7.3.	Notice of Assessment Lien	15
7.4.	Enforcement	16
7.5.	Notice Required	16
7.6.	Notice to Mortgagees	16
7.7.	Term of Assessment Lien	17
7.8.	Non Exclusive Remedy	17
ARTICLE 8. IRRIGATION WATER SUPPLY SYSTEM		
8.1.	Irrigation Water Supply	17
8.2.	Operation of the Irrigation Water Supply System	17
8.3.	Irrigation Assessments	17
ARTICLE 9. STORM WATER DRAINAGE AND RETENTION SYSTEM		
9.1.	Operation and Maintenance of Storm Drainage Facilities	18
9.2.	ACHD Storm Water and Drainage Easement	18
9.3.	Storm Water and Drainage and Retention Facilities Easement Area Restrictions	18
9.4.	Operation and Maintenance of Storm Water Drainage and Retention Facilities	18
9.5.	Association's Failure to Maintain: ACHD Remedies	19
9.6.	No Right to Dissolve	19
ARTICLE 10. EASEMENTS		
10.1.	Future Easements	19
10.2.	Encroachments	19
10.3.	Easement for Maintenance	20
10.4.	Waterway Easements	20
10.5.	Easement for Irrigation Water Supply System	20
ARTICLE 11. MAINTENANCE RESPONSIBILITY		
11.1.	Maintenance by Association	20
11.2.	Maintenance by Owner	20
11.3.	Failure of Owner to Maintain	21
ARTICLE 12. PROPERTY USE RESTRICTIONS		
12.1.	Initial Construction	21
12.2.	Lot Use	21
12.3.	Animals	21
12.4.	Garbage and Refuse Disposal	21
12.5.	Nuisance	22
12.6.	Outbuildings	22
12.7.	Parking and Storage of Vehicles and Equipment	22
12.8.	Sight Distance at Intersections	22
12.9.	Leasing Restrictions	22
12.10.	Sewer Restrictions	23
12.11.	Individual Mailboxes	23
12.12.	Signage	23
12.13.	Political Signs	23
12.14.	Flags	23
12.15.	Holiday Lights and Decorations	23
12.16.	Private Use and Maintenance of Lot 32, Block 1	23
12.17.	Antenna and Satellite Dishes	23
12.18.	Drainage	24

12.19	Grading	24
12.20	Risks of Canal, Stormwater Drainage and Irrigation Drainage	24
ARTICLE 13. ARCHITECTURAL CONTROL		
13.1.	Formation of Architectural Control Committee	24
13.2.	Purpose	24
13.3.	Pre-Approval of All Builders Required	24
13.4.	Selection of Approved Builders	25
13.5.	Design Approvals Required	25
13.6.	Denial of Plan	25
13.7.	Submissions	26
13.8.	Fencing	26
13.9.	Rules and Regulations	26
13.10.	Fees	27
13.11.	Variances	27
13.12.	Liability	27
13.13.	Construction and Sales Period Exception	28
13.14.	Waivers	28
ARTICLE 14. CONDEMNATION		
14.1.	Consequences of Condemnation	28
14.2.	Proceeds	28
14.3.	Apportionment	28
ARTICLE 15. MORTGAGEE PROTECTION		
ARTICLE 16. GENERAL PROVISIONS		
16.1.	Enforcement	29
16.2.	Default	29
16.3.	Severability	30
16.4.	Amendment	30
16.5.	Assignment by Grantor	30
16.6.	Grantor Control	30
16.7.	Interpretation	30
16.8.	Successors and Assigns	31

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTFIELD SUBDIVISION is made on the date hereinafter set forth by Schneider Custom Homes, Inc.. hereinafter referred to as "Grantor."

ARTICLE 1. RECITALS

1.1. Property Covered

Grantor is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Property", more particularly described in Exhibit A attached hereto and known as "EASTFIELD SUBDIVISION" ("Subdivision").

1.2. Residential Development

EASTFIELD SUBDIVISION is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from Eagle City and documented in Eagle City files or any other development plan(s) for which Grantor may from time to time obtain approval. The Property may contain parcels for common use, including but not limited to streams and canals, private open space, park areas, landscaping, wildlife habitat, recreational facilities, private streets or drives, and other amenities and facilities. Any development plans for the Property in existence prior to or following the effective date of this Master Declaration are subject to change at any time by Grantor and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3. Purpose of Master Declaration

The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "CC&R's") that will apply to the entire development and use of all portions of the Property. The CC&R's are designed to preserve the Property's value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, as defined below, and the Improvements located thereon in a cost effective and administratively efficient manner.

1.4. Government Regulations and Restrictions

In the event any of the CC&Rs are less restrictive than government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinance(s) shall apply. The CC&Rs are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a government rule, regulation, law or ordinance would render a part of the CC&Rs unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

1.5. Exempt Property

Lot 32, Block 1 of Eastfield Subdivision will be exempt from these CC&R's as long as the property is owned by the Grantor or member of the Grantor. Once the Grantor sells Lot 32, Block 1 of Eastfield Subdivision to a third party, the property will become subject to the CC&R's.

ARTICLE 2. DECLARATION

Grantor hereby declares that the Property, 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, covenants, conditions, easements 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and

with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and should inure to the benefit of and be binding upon Grantor, Grantor's successors in interest, and each grantee or Owner and such grantee's or Owner's, respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE 3. DEFINITIONS

- 3.1. **Architectural Control Committee**
Shall mean the committee created by the Grantor or Association pursuant to Article 13 hereof.
- 3.2. **Articles**
Shall mean the Articles of Incorporation of the Association.
- 3.3. **Assessments**
Shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Master Declaration.
- 3.4. **Association**
Shall mean the Idaho profit or non-profit corporation, its successors and assigns, established by the Grantor to exercise powers and carry out the duties set forth in this Master Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Eastfield Homeowners' Association, Inc." or any name which fairly reflects its purpose.
- 3.5. **Board**
Shall mean and refer to the duly elected and qualified board of directors of the Association.
- 3.6. **Bylaws**
Shall mean the corporate Bylaws of the Association.
- 3.7. **Common Area**
Shall mean all real property and Improvements thereon (including private streets or drives, common open space, common landscaped areas, and waterways) owned by the Association for the common use and enjoyment of the Owners.
- 3.8. **Declaration**
Shall mean this Master Declaration as it may be amended from time to time.
- 3.9. **Dwelling**
Shall mean that portion or part of any structure intended to be occupied by one family as a residence, together with the attached vehicular parking garage, and all projections therefrom.

3.10. **First Mortgagee**

Shall mean any Mortgagee possessing a lien on any dwelling first and prior to any other Mortgagee.

3.11. **Grantor**

Shall mean Schneider Custom Homes, Inc., or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Schneider Custom Homes, Inc. or its successor.

3.12. **Improvements**

Shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, pressurized irrigation system, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever. Improvements shall not include modifications the interior of a building or other enclosed structure that is not readily visible from the outside.

3.13. **Irrigation Water Supply System**

Shall mean a group of components used in diverting, supplying and distributing irrigation water to all or portions of the Property.

3.14. **Lot or Lots**

Shall mean and refer to any lot or parcel shown upon any recorded Plat or any approved and recorded record of survey creating legal parcels adjacent to the Property.

3.15. **Member**

Shall mean each person or entity holding a membership in the Association.

3.16. **Mortgage**

Shall mean any mortgage, deed of trust or other security instrument by which a Dwelling or any part thereof is encumbered.

3.17. **Mortgagee**

Shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

3.18. **Owner**

Shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.19. **Person**

Shall mean any individual, partnership, corporation or other legal entity.

3.20. **Plat**

Shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.21. **Property**

Shall mean those portions of the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water

rights associated with or appurtenant to such property.

3.22. Supplemental Declaration

Shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.23. Waterway

Shall mean any surface water amenity, including, without limitation, any lake, canal, pond, channel, slough, stream, wetlands, or reservoir, natural or artificial, which is located on the Property, and which is included within or managed as Common Area.

ARTICLE 4. RESERVATION OF RIGHTS; ACKNOWLEDGEMENT OF RIGHTS.

4.1. Agricultural Uses.

Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that agricultural traffic and golf course equipment may use the streets within the Property for access to and from parcels not within the Property. Each Owner is deemed to further acknowledge that agricultural activities surrounding the Property, which may include noise from equipment, may occur at any time (24 hours a day).

4.2. Reservations by Grantor.

Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that Grantor has expressly conveyed, reserved, created and granted the following rights, interests, and easements for itself and, as it determines appropriate, for the Association :

- 4.2.1. Except for water rights specifically transferred in writing to the Association, Grantor hereby reserves for and to Grantor all water rights and all entitlements to receive water that have been placed to beneficial use upon the Property or are appurtenant to or associated with the Property, including, without limitation, all licenses, permits, claims, permit applications, and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Each Owner acknowledges that it does not have any right, title or interest in any such water or water rights or ditch or canal company or other water company shares or rights.
- 4.2.2. A permanent easement for the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to operate, maintain, repair, replace and restore landscaping and other Improvements within the Common Area, including, but not limited to, any sprinkler irrigation system which may be installed to irrigate any landscaping located within the Common Area or any Common Area easement as shown on the recorded Plat for the Subdivision.
- 4.2.3. A permanent easement over, across, under and through the Property for the construction, operation, maintenance, repair and replacement of the Irrigation Water Supply System as shown on the Plat. This permanent easement shall also include the right of ingress and egress from the easement over, under and across each Lot in which the easement is located to perform maintenance and repair, together with all rights necessary for the full and complete operation of the Irrigation Water Supply System.

4.2.4. Grantor reserves, creates, and grants all easements depicted and created on any recorded Plat for any portion of the Property, hereinafter depicted. The purpose of this reservation and grant is to ensure the creation of all such depicted easements for the purpose otherwise indicated on a Plat for any portion of the Property.

4.2.5. Grantor reserves the absolute right to grant and convey the right to the use and enjoyment of the Common Area to individuals and entities that are not Owners of a Lot upon such conditions as Grantor deems appropriate in its sole and absolute discretion. Grantor agrees to document such grants in writing and to provide notice of such to the Association. The Association shall not interfere with or seek to limit such use and enjoyment of the Common Area granted by the Declaration.

4.3. **Enjoyment of Common Area**

Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

4.3.1. The right of an Association to charge reasonable maintenance and other fees for the use of, as well as the maintenance and operation of, any Improvements, landscaping or recreational facility situated upon the Common Area.

4.3.2. The right of an Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid.

4.3.3. The right of an Association to suspend an Owner's voting rights and right to use the recreational facilities for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.

4.3.4. The right of an Association to limit the number of Members permitted to use the Common Area.

4.3.5. The right of an Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly held for this purpose.

4.3.6. The right of the Board of an Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the Members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said Property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said Property during certain times and reasonable regulations and restrictions regarding vehicle parking.

- 4.3.7. Delegation of Use: Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Board of an Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the Property at the time of use.
- 4.3.8. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE 5. ASSOCIATION

5.1. Membership

Every Owner, including Grantor, of a Lot which is subject to assessment shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred.

5.2. Voting Rights

The Association shall have two (2) classes of voting membership:

5.2.1. Class A

Class A Members shall be all Owners, with the exception of the Grantor, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be the Member entitled to exercise the rights. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, and fractional voting shall not be allowed. The vote of a Member whose Lot is being sold under contract of purchase shall be exercised by the contract buyer, unless the contract expressly provides otherwise.

5.2.2. Class B

Class B Member(s) shall be the Grantor and any successor(s) in title to any Lot(s) to whom Grantor has assigned in a recorded instrument all of its rights as Grantor hereunder and shall be entitled to ten (10) votes for each Lot owned. The Owner of any Lot or any number of Lots shall not be a Class B Member absent such written assignment. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- 5.2.2.1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- 5.2.2.2. Upon the Change of Control Date as defined in Section 16.6, terminating and converting all of the Class B membership to Class A membership.

5.2.3. **Quorum of Members at Meeting of Members**

The presence at any meeting requiring action by the Members of the Association, of twenty-five percent (25%) of the Members, in person or by proxy, of those represented by their presence or proxy at a duly noticed meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, such subsequent meeting not to be held more than sixty (60) days following the preceding meeting. The departure of, or- refusal to participate, or recusal of any Member shall not cause a quorum to be lost once a quorum exists at any meeting. For purposes of establishing a quorum, no proxy may be revoked once a quorum is established.

5.3. **Powers of Association**

The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the Bylaws or this Master Declaration. The Association shall be directed by directors and officers chosen in accordance with the Articles, Bylaws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, Bylaws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

5.3.1. **Assessments**

The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.

5.3.2. **Right of Enforcement**

The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, or Master Declaration and to enforce by mandatory injunction or otherwise, all provisions thereof.

5.3.3. **Delegation of Powers**

The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable.

5.3.4. **Liability of Board Members and Officers**

Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the Architectural Control Committee, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

5.3.5. **Association Rules**

The Association has the power to adopt, amend, and repeal such rules and regulations, as the Association deems necessary. Such rules shall govern the use by Owners, their tenants, guests, and any other person of Common Area and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be

inconsistent with the Articles, Bylaws or this Master Declaration. A copy of 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 mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration'. In the event of any conflict between an Association rule and any provision of the Articles, Bylaws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

5.3.6. **Emergency Powers**

The Association, or any person authorized by the Association, may enter onto any Lot, Improvement, or other structure on a Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or occupant.

5.3.7. **Licenses, Easements and Rights of Way**

The Association has the power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Area or any easement reserved by the Grantor or granted to the Association hereunder over any portion of the Property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

- 5.3.7.1. Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
- 5.3.7.2. Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
- 5.3.7.3. Any similar public or quasi-public Improvements or
- 5.3.7.4. Any common facility, portion of the Common Area, or Waterway, where such common facility, Common Area, or Waterway are located whether located on the Common Area or upon a Lot owned by an Owner.

5.3.8. **Establishment of Fines and Fees**

The Board shall have the power to impose a schedule of fines and fees and to assess such in accordance with the procedures for establishing Association rules as set forth above. The establishment of fines and fees shall be in compliance with Idaho Code Section 55-115. The Board shall not impose any fine or for any violation of this Master Declaration or Association rule unless and until it has provided notice pursuant to Idaho Code Section 55-115.

5.3.9. **Fiscal Year**

The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, assessment and accounting purposes.

5.4. **Duties of Association**

In addition to the powers delegated to it by the Articles, Bylaws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

5.4.1. **Operation and Maintenance of Common Area**

Perform, or provide for the performance of, the operation, maintenance and management of the Common Area and landscape easement areas, if any, owned or controlled by the Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, and the maintenance, management, repair or replacement all other property owned or controlled by the Association.

5.4.2. **Taxes and Assessments**

Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Association or against 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 they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes: In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

5.4.3. **Utilities**

Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Association.

5.4.4. **Insurance**

Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

- 5.4.4.1. Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk;" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.
- 5.4.4.2. Comprehensive public liability insurance insuring the Association, the Board, the officers, the Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board.
- 5.4.4.3. If elected by the Board, full coverage directors' and officers' liability insurance in an amount determined by the Board.
- 5.4.4.4. Such other insurance, including workmen'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's functions or to insure the Association against any loss from malfeasance or

dishonesty of any person charged with the management or possession of any Association funds or other property.

- 5.4.4.5. The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies and shall have full power to receive their interests in such proceeds and to deal therewith.
- 5.4.4.6. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- 5.4.4.7. Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, liability and other insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Lot within the Subdivision, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA or FHLMC, as applicable.
- 5.4.5. **Identification Signs**
Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same is located within or without the boundaries of the Subdivision.
- 5.4.6. **Rule Making**
Make, establish, promulgate, amend and repeal Association rules as set forth in Section 5.3.5.
- 5.4.7. **Architectural Control Committee**
Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Master Declaration.
- 5.4.8. **Enforcement of Restrictions and Rules**
Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Master Declaration and the Association rules.
- 5.4.9. **Preservation of Common Area**
Take such steps as it deems necessary to prevent those persons not authorized by this Master Declaration to use the Common Area from using the Common Area for ingress, egress, parking, recreation or any other purpose. Such steps shall include, without limitation, posting the property with such notices as may be appropriate and taking any legal action as may be necessary to prevent such use.

5.5. **Quorum Requirements for Board**

A majority of the individual members of the Board shall constitute a quorum for the transaction of business by the Board, and the votes of a majority of the directors' present at a meeting at which a quorum is present shall constitute the decision of the Board. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than thirty (30) days after the date of initial meeting. The departure of, or refusal to participate, or recusal of any member of the Board shall not cause a quorum to be lost once a quorum exists at any meeting.

5.6. **Appeal and Hearing Rights**

Actions by the Architectural Control Committee and the Association as set forth herein shall be subject to the following appeal and hearing provisions.

5.6.1. **Hearing by Architectural Control Committee**

An Owner submitting an application to the Architectural Control Committee or served with a written notice of deviation or violation by the Architectural Control Committee, shall have the right to request and be heard at a hearing held by the Architectural Control Committee for the purpose of presenting facts and information to the Architectural Control Committee. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Architectural Control Committee is mailed to the Owner as evidenced by the records of the Architectural Control Committee. The hearing shall be held within ten (10) days following receipt by the Architectural Control Committee of the request for a hearing unless the Architectural Control Committee shall extend said period of time because of the unavailability of Architectural Control Committee members. A hearing may be continued by the Architectural Control Committee for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Architectural Control Committee shall issue a written opinion to the involved parties within ten (10) days thereafter which opinion shall set forth the findings of the Architectural Control Committee with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice.

5.6.2. **Appeals**

An Owner shall have the right to appeal to the Board (a) a decision of the Architectural Control Committee on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the Architectural Control Committee adverse to the Owner reached following a hearing held pursuant to Section 5.6.1. A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the Architectural Control Committee. Said notice of appeal shall be dated and shall contain the name of the Owner and a copy of the written decision or determination of the Architectural Control Committee. The failure of an Owner to appeal in the manner and within the time herein provided shall terminate all rights of said Owner to appeal said decision and it shall be binding and enforceable. The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Architectural Control Committee. The Board may require the Owner to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Architectural Control Committee shall be considered final and not subject to further appeal. At the hearing the Owner shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the participating parties shall have the opportunity to question and cross examine witnesses presented by the other and to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Architectural Control Committee or the Board. Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner shall be given written notice of the decision which shall be deemed given when deposited in the United

States mail, postage prepaid and properly addressed. A decision of the Board of an appeal of a decision of the Architectural Control Committee shall be final and shall not be subject to reconsideration or further appeal.

ARTICLE 6. ASSESSMENTS

6.1. Covenant to Pay Assessments

Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular Assessments, Special Assessments, and Limited Assessments or charges made by the Association of which the Owner is a Member. All Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless it is expressly assumed. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his Lot.

6.2. Regular Assessments.

Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

The Board will compute the amount of the initial Regular Assessment beginning the first day of the month in which the first sale of a Lot occurs (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

6.3. Special Assessments

In addition to Regular Assessments, provided that two-thirds (2/3) of the votes of each class voting in person or by proxy at an annual or special meeting duly called for the purpose of approving a Special Assessment vote to approve the Special Assessment, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- 6.3.1. To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon, or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration.
- 6.3.2. To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

6.4. **Limited Assessments**

Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that in addition to Regular Assessments and Special Assessments, in the event of an Owners' default under this Master Declaration, the Association shall have the power to impose and the Owner shall have the obligation to pay Limited Assessments as follows:

6.4.1. **Limited Purpose**

The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose, which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association.

6.4.2. **Maintenance and Repair**

The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Subdivision, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. Limited Assessments for maintenance of a Lot shall be authorized pursuant to Section 11.3 below. The Board shall perform all such work specified in the written notice provided to the Owner of the Lot and shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees and management fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

6.4.3. **Correction of Violations**

In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of this Master Declaration or the Architecture Control Committee Standards after completion of the initial development and construction of Improvements on a Lot, shall have the power after notification per Idaho Code Section 55-115 to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection herewith. The cost of such corrective action, together with interest, related expenses, management fees and attorneys' fees shall be assessed and collected as set forth in this Article 6 and Article 7 of this Master Declaration. Consistent with the provisions of this Master Declaration, the Board may impose fines in lieu of undertaking correction of any violation pursuant to Idaho Code Section 55-115.

6.5. **Commencement of Regular Assessments**

Regular Assessments of the Association against each Lot shall commence on the date of the closing of the first sale of a Lot to an Owner. However, the Association may waive Regular Assessments until the Association determines that such Regular Assessments are necessary to the Association. Provided, however, that no Lot owned by the Grantor shall be assessed a Regular Assessment or Special Assessment.

6.6. **Initial Assessment and Transfer Assessment**

The following Assessments shall be levied against each Lot as set forth herein. At the closing of the initial sale of each Lot and/or Home by the Grantor, an "Initial Assessment" in the amount of Five Hundred Dollars (\$500.00) shall be collected from the purchaser of the Lot and/or Home as payment to the Association for the set-up costs and the maintenance of the Common Area/landscape easements to be maintained by the Association. Upon the transfer of ownership of any Lot and/or Home after the initial sale, a "Transfer Assessment" in the amount of Five Hundred Dollars (\$500.00) shall be payable by the Owner as payment to the Association to fund the costs associated with the conveyance for the time of the Association confirming payment of prior assessments and to reflect the modification to the Association's

records to evidence the conveyance. The amount of this transfer assessment may be adjusted each year by the Board.

6.7. **Uniform Rate of Assessment**

Except as expressly provided to the contrary in this Master Declaration, Regular Assessments and Special Assessments of the Association shall be fixed at a uniform rate for all Lots. Limited Assessments imposed pursuant to Section 6.4 above shall not be subject to the requirements of this Section.

6.8. **Assessment Due Date**

The due dates for Regular Assessment or Special Assessment shall be established by the Board. Limited Assessments shall be paid within ten (10) days of the date that the Board invoices the Owner of the Lot upon which a Limited Assessment. All installments of Assessment shall be delinquent if not paid within thirty (30) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special Assessments or Limited Assessments be paid in a lump sum instead of installments. The duty and obligation to pay Assessments by any Owner is independent of any other obligation or claim, as such Owners shall pay all Assessment without offset or deduction.

6.9. **Interest and Penalties**

Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of eighteen percent (18%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

6.10. **Estoppel Certificate**

The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

6.11. **Notice Requirements**

Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 6.3, above, or a Limited Assessment described in Section 6.4, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or limited Assessment not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

6.12. **Subordination of the Lien to Mortgages**

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

6.13. Exempt Property

The following property, subject to this Master Declaration, shall be exempt from Assessments by an Association created herein:

- 6.13.1. All property expressly dedicated to and accepted by a local public authority;
- 6.13.2. The Common Area;
- 6.13.3. All portions of the Property owned by the Grantor or member of Grantor or the Association;
- 6.13.4. All Lots owned by Grantor, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE 7. ENFORCEMENT OF ASSESSMENTS

7.1. Right to Enforce

The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessment in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees, management fees, and collection fees in connection therewith.

7.2. Creation of Assessment Liens

There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Regular Assessments and Special Assessments levied against any and all Lots within the Subdivision pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, which amounts shall be deemed to be Assessments once incurred by the Association . Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by first Mortgage, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Regular Assessments and Special Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

7.3. Notice of Assessment Lien

If an Owner fails to pay an Assessment within thirty (30) days of the Owner's receipt of notice of the Assessment, then the Association shall prepare a written Notice of Assessment Lien. The Notice of Assessment Lien shall include:

- 7.3.1. A true statement of the amount due for the unpaid Assessment after deducting all just credits and offsets;
- 7.3.2. The name of the Owner, or reputed Owner, if known;

- 7.3.3. The name and address of the Association; and
- 7.3.4. A description of the Lot to be charged with the lien pursuant to the Notice of Assessment Lien.

The Notice of Assessment Lien shall be verified by the oath of an officer of the Association or the Association's designated agent having knowledge of the facts underlying the notice of assessment, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. Within twenty-four (24) hours after recording the Notice of Assessment Lien against the Lot, the Association shall serve, by personal delivery to the Owner or reputed Owner of the Lot, or by certified mail to the last known address to the Owner or reputed Owner of the lot a true and correct copy of the recorded Notice of Assessment lien. At such time as a delinquent Assessment, which is described in the Notice of Assessment Lien, is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

7.4. Enforcement

Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with said Lot as the Owner thereof.

7.5. Notice Required

Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after the Notice of Assessment Lien has been delivered as set forth In Section 7.3 above.

7.6. Notice to Mortgagees

The Association shall have no obligation to provide a Mortgagee with a copy of a Notice of Assessment Lien served on an Owner under Section 7.3, above; unless and until Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) that shall contain the following:

- 7.6.1. The name and address of said Mortgagee;
- 7.6.2. A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- 7.6.3. The name and address of the Owner;
- 7.6.4. The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- 7.6.5. The maturity date of the obligation secured by said Mortgage lien;
- 7.6.6. A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;

7.6.7. The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent; a reasonable fee established by the Board, for such notification and such charge shall be a cost of collection deemed to be an Assessment and secured by the Assessment lien described in Section 7.2; above. The charge for such notification shall be subject to change by the Board.

7.7. **Term of Assessment Lien**

Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall be valid for a period of one (1) year from the date the Notice of Assessment Lien is filed and recorded, provided, however, that such period may be extended by the Association for a period of one (1) additional year by recording a written extension thereof or as otherwise permitted by law.

7.8. **Non Exclusive Remedy**

The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity, including but not limited to pursuit of legal action for costs and damages incurred by the Grantor or the Association as a result of the Owner's non-performance, seeking injunctive relief as may be appropriate, and undertaking commercially reasonable collection measures.

ARTICLE 8. IRRIGATION WATER SUPPLY SYSTEM

8.1. **Irrigation Water Supply**

Each Lot shall have access to an Irrigation Water Supply System, to be constructed by Grantor and owned and operated by the Association. All Owners to which the Irrigation Water Supply System has been extended shall be required to pay the Assessment therefore as provided in Section 8.3, below ("Irrigation Assessment"), regardless of actual use or non-use of water from the Irrigation Water Supply System.

8.2. **Operation of the Irrigation Water Supply System**

The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water. The Association shall have the right to adopt reasonable rules regarding use of water, including but not limited to use schedules and limitations on the amount of water available for use on each Lot. The Association shall have no liability for any temporary interruptions in water supply service. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation Water Supply System.

8.3. **Irrigation Assessments**

The Association shall establish an amount sufficient to pay the cost of operating the Irrigation Water Supply System and such amount will be included as part of the Regular Assessments set forth in Section 6.2.

ARTICLE 9. STORM WATER DRAINAGE AND RETENTION SYSTEM

9.1. **Operation and Maintenance of Storm Drainage Facilities**

The Association shall operate and maintain or otherwise provide for the operation and maintenance of all public storm drainage and retention facilities, including, without limitation, drainage pipes and collection ponds ("Storm Water Drainage and Retention Facilities") located on and through the Lots, the Common Area and the rights-of-way of the Ada County Highway District ("ACHD"), and the repair and replacement of property damaged or destroyed by casualty loss.

9.2. **ACHD Storm Water and Drainage Easement**

ACHD is hereby granted a perpetual blanket storm water, drainage and retention easement over the Storm Water Drainage and Retention Facilities as shown and depicted on the design and construction drawings for the Subdivision on file with and approved by the City of Eagle, on which Grantor shall have constructed the Storm Water Drainage and Retention Facilities to be owned by the Association and operated and maintained as set forth herein. The easement granted hereby shall include the right to construct, install, maintain and replace the Storm Water Drainage and Retention Facilities, together with the right of access thereto for all purposes consistent with this grant of easement.

9.3. **Storm Water and Drainage and Retention Facilities Easement Area Restrictions**

The easement for the Storm Water Drainage and Retention Facilities described in this Article shall be improved with such ponds, pipes and beds as set forth above in which no permanent buildings or structures shall be placed ("Storm Water Drainage and Retention Facilities Easement Area"). Notwithstanding the foregoing, other landscaping improvements (for example, shrubs, trees, fences and grass) and the like may be placed or installed in Storm Water Drainage and Retention Facilities Easement Area, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention Facilities. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD. To the extent that swales are constructed and exist for the purpose of retaining storm water within ACHD's right of way, then such swales constitute Storm Water Drainage and Retention Facilities Easement Areas. The Association shall maintain such swales as Storm Water Drainage and Retention Facilities Easement Areas. No trees shall be planted within any swale and shall be placed to the rear of the swale.

9.4. **Operation and Maintenance of Storm Water Drainage and Retention Facilities**

The Association and individual Owners (as to the portion of the facility located adjacent to their Lot) shall provide all "light duty" maintenance of the Storm Water Drainage and Retention Facilities. All required maintenance shall be performed in accordance with the Maintenance and Operation Manual approved by ACHD. Required "light duty" maintenance shall include, but not be limited to the following:

- 9.4.1. Periodic inspection of the Storm Water Drainage and Retention Facilities, for bank erosion, on at least a monthly basis; and
- 9.4.2. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating; provided, however, any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention Facilities; and
- 9.4.3. Collection and disposal of any and all trash and debris found in and around the easement area.

9.5. **Association's Failure to Maintain: ACHD Remedies**

In the event that ACHD determines in its sole discretion, that the Association is not adequately maintaining the Storm Water Drainage and Retention Facilities, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said facilities, ACHD shall provide thirty (30) days advance written notice of its intention to do so, which said notice shall specifically identify the maintenance which is then required. In the event the Association shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the storm water and drainage easement area to perform such maintenance and inspection of the Storm Water Drainage and Retention Facilities. Should ACHD engage in maintenance of the Storm Water Drainage and Retention Facilities after having provided the required notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association for the cost of the said maintenance and, if said bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all Lots within the subdivision with the power of sale as to each and every lot in order to secure any and all assessments levied against all Lots in the subdivision pursuant to this Declaration as if the said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD. The Association, and all Lot owners, by accepting title to a Lot, agree that all Lot owners in the subdivision are benefited property owners of such maintenance. The Association shall not be dissolved or relieved of its responsibility to maintain the Storm Water Drainage and Retention Facilities nor shall the facilities or their components be changed without the prior written approval of ACHD. The provisions of this Section shall not be amended without the prior written consent of ACHD.

9.6. **No Right to Dissolve**

The Association shall not be dissolved or relieved of its responsibility to maintain the Drainage and Retention Facility without prior written approval of ACHD.

ARTICLE 10. EASEMENTS

In addition to all easements set forth above, the following easements are hereby expressly conveyed, reserved, created and granted:

10.1. **Future Easements**

An Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as maybe reasonably necessary to serve the interests and convenience of the Owners of this Subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

10.2. **Encroachments**

In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling or drainage water from any Lot or Dwelling encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwellings be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the Property by other Owners and if it occurred due to the willful conduct of any Owner.

10.3. Easement for Maintenance

The Grantor and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Property, the Common Area, the Storm Water Drainage and Retention System and the Irrigation Water Supply System, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together With all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto; including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service corrections and drainage systems.

10.4. Waterway Easements

Grantor hereby reserves for the benefit of the Association an easement for all Waterways, and appurtenant equipment and systems, over, across and under all Lots and Common Area to the extent reasonably required to maintain any Waterway installed by Grantor on the Property. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable.

10.5. Easement for Irrigation Water Supply System

The Grantor and the Association shall have a permanent easement for the construction, maintenance and repair of the Irrigation Water Supply System and related pumps, pipes, and any other conveyancing apparatus in the utility, drainage and irrigation easements as depicted, described or set forth on the Plat. Grantor reserves the right to make any reconfiguration of any portion of the Irrigation Water Supply System which it determines, in its own discretion, to be necessary, expedient or desirable.

ARTICLE 11. MAINTENANCE RESPONSIBILITY

11.1. Maintenance by Association

The Association designated in this Master Declaration and any Supplemental Declaration shall provide maintenance to and be responsible for the Common Areas and Improvements thereon, including any Association-owned streetlights, the Irrigation Water Supply System, the Storm Water Drainage and Retention System (as provided in Article 9, above), and any Waterway which may be located upon a Lot. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

11.2. Maintenance by Owner

Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling (including but not limited to roof, siding and paint) and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling, including any parking strip located between the sidewalk and the street adjacent to the Owner's Lot or any portion of the Common Area that functions as a parking strip between the Owner's Lot and any roadway. The Association shall have an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association in the event of an Owner's failure to undertake such. In the event of damage or destruction of a Dwelling or any Improvement on a Lot by fire or other casualty, the Owner must complete repair and/or replacement of the Dwelling or any Improvement on a Lot within one hundred twenty (120) days of the damage or destruction. Upon such event, the Owner shall also keep the Board informed of the status of such work.

11.3. Failure of Owner to Maintain

In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Association shall have the power to enter onto said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that the Association shall have delivered to such Owner written notice at least ten (10) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth. The Association may levy a Limited Assessment against such Lot for all cost incurred by the Association in performing such maintenance or repairs, including attorneys' fees, management fees, or collection fees, together with interest therein. The Association may also impose fines consistent with the provisions of this Master Declaration.

ARTICLE 12. PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Property and shall be for the benefit of and limitations upon all present and future Owners of said property or of any interest therein:

12.1. Initial Construction

The Owner of each Lot shall commence construction of a Dwelling on such Lot within one (1) year after the date the Lot is conveyed to the Owner by Grantor and shall complete construction of a Dwelling as permitted herein within two (2) years after the date the Lot is conveyed to the Owner by Grantor. During that period of time, the Owner shall be responsible for keeping the Lot clear of weeds and trash; repairing any damage caused by its contractor and maintaining the general condition of the Lot. Burning of weeds, refuse, or construction materials is absolutely prohibited on every Lot.

12.2. Lot Use

No Lot, with the exception of the Common Area, shall be used except for single-family residential purpose. No Lot or the Common Area shall be used for the observable conduct of any trade, business or professional activity and no such activity result in increased traffic or parking demand within the Subdivision. All Lots and Improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations.

12.3. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Property, except that no more than two of any combination of domesticated dogs or domesticated cats may be kept within a Dwelling or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee. The Association shall have the right to remove pets from a Lot in the event of uncontrolled barking, repeated violations of fencing requirements, leash or clean up rules. All animal control issues will be handled by the County Animal Control.

12.4. Garbage and Refuse Disposal

Garbage and recycling containers shall be screened from view of other homes and the street. Garbage and recycling containers will not be visible except between 5:00 am and 8:00 pm on the day selected by the trash collector for trash and recycling pickup. No part of said Property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Property except in a sanitary container. Any other equipment for the storage

or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.

12.5. Nuisance

No noxious or offensive or unsightly conditions shall be permitted upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12.6. Outbuildings

No trailer, truck camper; recreational vehicle, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Property.

12.7. Parking and Storage of Vehicles and Equipment

Any automobile or other vehicle used by any Owner shall be parked in the garage which is a part of his Dwelling. Every Dwelling shall have a minimum of a garage that is sufficient to permit interior parking for two automobiles. Carports shall be prohibited. There is no parking allowed behind garages or within the driveway apron. The primary purpose of all garages required in conjunction with the garage required for each dwelling is for the parking and storage of vehicles. No other use of a garage which would limit the use for the parking and storage of the number of vehicles for which the garage is designed shall be permitted. Long term parking or storage of vehicles as well as the parking and storage of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any driveway, public street, private street, or Common Area adjacent thereto, and shall be stored entirely within an enclosed garage or approved structure. All other parking of equipment shall be prohibited, except as approved in writing by the Association. Any vehicle awaiting repair or being repaired shall be removed from the Subdivision within 48 hours. There shall be no repair of vehicles in the driveways or streets of the Subdivision. Additional parking spots are in designated parking areas only. Some parking spots are designated for guests of homeowners and are not to be used for homeowner parking.

12.8. Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. All fencing at intersections must comply with the local transportation authority or as noted above, whichever is most restrictive.

12.9. Leasing Restrictions

Any Lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Master Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Master Declaration, a "Lease" shall mean any agreement for the leasing or rental of a Dwelling for at least a minimum of six months; all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling.

12.10. **Sewer Restrictions**

All bathroom, sink and toilet facilities shall be located inside the Dwelling or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.

12.11. **Cluster Mailboxes**

The Grantor will construct cluster mailboxes with a location required by the City or Post Office. The association will be responsible to maintain the cluster mailbox once it is installed. Each homeowner will be responsible for their own key. If key is lost, homeowner will be responsible to rekey the box.

12.12. **Signage**

No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling and Lot for sale by displaying up to one, neat, sign that does not exceed three square feet in area. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot only during construction of the Improvements. Directional signs may be used to give directions to traffic or pedestrians or give special instructions during open house times only. Any directional or identification sign within the Subdivision shall be permitted, provided the same is approved by the Architectural Control Committee prior to installation. Lighted, moving or flashing signs for any purposes are prohibited. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community.

12.13. **Political Signs**

A "political sign" is limited to any fixed, ground mounted display in support or opposition to a candidate for office or a ballot measure. An Owner may place political signs for an upcoming election on any Lot owned by that Owner, but only thirty (30) days prior to the applicable election and signs must be removed within one (1) week after the election. The Association may remove any political sign that violates this section so long as the removal is not prohibited by applicable law (e.g. Idaho Code §55-115(5) or its successor. No signs are allowed in the common area.

12.14. **Flags**

The association may adopt reasonable rules that regulate the display of flags as permitted by applicable law (e.g. Idaho Code § 55-115(6) or its successor.

12.15 **Holiday Lights and Decorations.** Winter holiday decorations and lighting displays are permitted starting on November 1st of each year and must be removed by January 15 of the following year, weather permitting. Any other holiday decoration (such as Halloween, Easter, etc.) are permitted up to 30 days prior to the holiday and must be removed within one week after the holiday.

12.16 **Private Use and Maintenance of Lot 32, Block 1.** The area shown on Exhibit B within the shaded area shall be for sole private use and maintenance of the owner of Lot 32, Block 1 regardless of any other regulations or definitions herein.

12.17 **Antenna, Satellite Dishes.** All exterior radio antenna, television antenna, satellite dishes or other such devices of any type will be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any such structure's side walls. All such devices will be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Community except that the screening will not be required where it would unreasonably delay the installation or unreasonably increase the cost of installation, maintenance or use thereof, or preclude the reception of an acceptable quality signal. No such device may be installed until after an Owner has received Committee approval for construction of residential

improvements on the Owner's Lot.

- 12.18 **Drainage**. No Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Committee and properly installed. For the purpose hereof, "established" drainage is defined as the systems of drainage, whether natural or otherwise, which exists at the time of the overall grading of any portion of the Community is completed by Grantor, or that drainage which is shown on any plans approved by the Committee, which may include drainage from Common Areas over any Lot in the Community.
- 12.19 **Grading**. Except as provided in Section 12.18, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.
- 12.20 **Risks of Canal, Stormwater Drainage and Irrigation Drainage**. NOTICE REGARDING RISK OF DROWNING OR INJURY. DO NOT UNDER ANY CIRCUMSTANCES SWIM IN THE CANAL. Water is (or may be) located in or nearby the subdivision. There are stormwater swales that may fill from time to time. There is a drainage swale for excess irrigation water and irrigation water facilities. There is an irrigation canal in and located next to the Subdivision. Any water poses a risk of drowning. Owner is responsible to ensure Owner and Owner's children and guests are aware of the risks and Owner accepts these risks and responsibility to remain safe and supervise children and guests from these risks. Owner shall indemnify, defend and hold Declarant and Association harmless from failing to take precautions and advise their guests of such risks.

ARTICLE 13. ARCHITECTURAL CONTROL

13.1. **Formation of Architectural Control Committee**

In order to protect the quality and value of the homes built on the Property, to assure an attractive, compatible and aesthetically pleasing community, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three members to be appointed by the Grantor until the Change of Control Date as set forth in Section 16.6. Thereafter, the members of the Architectural Control Committee are to be appointed annually by the Board of the Association.

13.2. **Purpose**

The purpose of the Architectural Control Committee is to implement policies and guidelines for the design and construction of Dwellings and Improvements on the Property with a view to maximize compatibility and quality of Dwellings and Improvements in the Subdivision. The Architectural Control Committee is vested with the power and authority set forth herein to further this purpose.

13.3. **Pre-Approval of All Builders Required**

Grantor vests in the Architectural Control Committee the power to approve all general contractors authorized to construct Dwellings and Improvements within the Subdivision ("Approved Builder"), as set forth herein. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), shall be deemed to acknowledge that it shall not engage, hire, retain, or contract with any contractor or subcontractor, other than an Approved Builder, for the purpose of constructing a Dwelling or any Improvement on any Lot, without the prior written approval of the Architectural Control Committee, which approval can be withheld at its sole discretion.

13.4. Selection of Approved Builders

The Architectural Control Committee shall have the exclusive right to select the Approved Builders. The Architectural Control Committee shall select Approved Builders from those general contractors that (a) demonstrate the required standard of excellence in the residential building trade as determined, in the sole discretion of the Architectural Control Committee; (b) demonstrate the financial wherewithal to undertake the construction of Dwellings consistent with the requirements of this Master Declaration; (c) demonstrate the capability to construct Dwellings of the type permitted within the Subdivision; and (d) who have received written approval from the Architectural Control Committees as an Approved Builder upon written request and application. Approved Builder status is nontransferable. Until written approval is provided by the Architectural Control Committee, or the applicant included in the Approved Builder List, the builder is not an Approved Builder. Application for Approved Builder status does not halt or suspend any requirement found herein. The Architectural Control Committee will maintain and publish, from time to time, a list of Approved Builders ("Approved Builder List"). The Approved Builder List shall set forth the names, addresses and other pertinent information relating to the Approved Builders. The Architectural Control Committee may, from time to time, change or update the Approved Builder List. An Approved Builder may be removed from the Approved Builder List in the sole and absolute discretion of the Architectural Control Committee.

13.5. Design Approvals Required

No Improvement shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing or previously approved Improvements shall be made to any Lot, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail regarding the Improvements have been submitted to and approved in writing by the Architectural Control Committee as conforming with requirements of this Master Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed denied. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such Improvements, construction or alterations which, it determines are not consistent with the standards set forth in this or any other Declaration applicable to the Property. The Architectural Control Committee is hereby authorized to exercise its discretion as to all considerations herewith. The Architectural Control Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of any proposed Improvement. Actual construction shall comply substantially with the plans and specifications approved.

13.6. Denial of Plan

In the event the plan is denied, the Owner and the Architectural Control Committee shall work together to correct the deficiencies in the original plan(s) submitted by the Owner. The Owner shall re-submit such revised plan(s) to the Architectural Control Committee after each denial, if the Owner so desires. The Architectural Control Committee shall have thirty (30) days after a plan is re-submitted within which to notify the Owner whether the revised plan(s) has (have) been approved. Failure to notify the Owner within the time frame set forth above shall constitute the Architectural Control Committee's denial of the revised plan(s).

13.7. **Submissions**

Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation; the following:

13.7.1. **Approved Builder**

The Owner shall provide evidence that the Owner is utilizing a builder from the Approved Builder List by providing a copy of the construction contract. Approval by the Architectural Control Committee of any an Improvement or Dwelling will be withheld unless the construction of the same is to be undertaken by an Approved Builder.

13.7.2. **Site Plan**

A site plan that shall show all Improvements on the Lot, all applicable setbacks, and any other pertinent information related to the Improvements; and

13.7.3. **Building Plan**

A building plan that shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides of the Dwelling, detailed exterior specifications for each Dwelling that shall indicate, by sample, all exterior colors, material, and finishes, including roof, to be used.

13.7.4. **Grading and Landscape Plan**

A grading and landscape plan for the Lot shall show grading, drainage, berms and mounding proposed for the Lot, together with the location, type and size of trees, plants, groundcover, shrubs, sprinkler system, fences, free- standing exterior lights, driveways, parking areas and walkways. The grading and landscape plan shall have a plant list or other indication of species, variety, size, quantity, spacing, and location on all plant material proposed for the Lot. Lots shall be graded so that all runoff runs either over the curb, or to the drainage easement, and that no runoff shall cross any lot line on to another lot except within a drainage easement.

13.7.5. **Supporting Plan Submissions**

Electronic versions of all plan submittals shall be provided if requested by the Architectural Control Committee to ensure and confirm conformance with all requirements herein.

13.8. **Fencing**

All fencing in the Common Area to be installed per Fence Plan (Exhibit B). 5' height western wrought iron fence as detailed may be installed adjacent to common area or between buildings. All other fencing (i.e. dog-eared cedar fencing, chain link) shall be prohibited. 6' height Avimor Modern aluminum black frame with woodgrain vinyl fence in "honey maple" infill may be installed between buildings. Fencing for all lots in the subdivision shall be submitted to and approved by the ACC before installation.

13.9. **Rules and Regulations**

The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Architectural Control Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Master Declaration, pertaining to matters of design, materials, colors, and aesthetic interests as necessary to implement and enforce the provisions of this Master Declaration. Any such rules and regulations may be amended from time to time, in the sole discretion of

the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Master Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

13.10. **Fees**

The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

13.11. **Variances**

The Architectural Control Committee may authorize variances from compliance with any of the development provisions of this Master Declaration, including restrictions on height; size; material type and selection; floor area; or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Notwithstanding the foregoing, however, no variances will be granted for (a) Improvements, including without limitation, manicured lawns or other Lot landscaping and any other encroachment upon the Common Area or (b) any Improvement that requires relief from or modification to any provision of the Development Agreement. No variance shall be effective until evidenced in a written document executed by signed by at least two (2) members of the Architectural Control Committee and consented to and acknowledged by the Owner of the Lot and shall become effective upon recordation in the office of the County Recorder of Ada County. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that if a variance is granted in accordance with the provisions of this Section, then no violation of the covenants, conditions or restrictions contained in this Master Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted and no remedies that may exist as set forth herein or otherwise exist at law may be pursued. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or any Supplemental Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

13.12. **Liability**

Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, Contractor, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that it has waived and released any and all claims that arise from the decisions and actions of the Architectural Control Committee and the members thereof in carrying out the responsibilities delegated to them hereunder. The sole remedy and relief available to any party seeking relief for such decisions or actions shall be declaratory or injunctive relief to the extent expressly authorized hereunder.

13.13. Construction and Sales Period Exception

During the course of construction of any permitted Improvement and during the initial sales period, the restrictions (including sign restrictions) contained in this Master Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwellings; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale.

13.14. Waivers

The approval of any plans, drawings or specifications for any Improvement or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matter subsequently submitted for approval.

ARTICLE 14. CONDEMNATION

14.1. Consequences of Condemnation

If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

14.2. Proceeds

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

14.3. Apportionment

The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE 15. MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Master Declaration or in the Articles or Bylaws of an Association:

15.1. All Associations shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.

15.2. The holders of First Mortgages shall have the right to examine the books and records of any Association and to review annual reports or other appropriate financial data.

15.3. Any management agreement for the Property or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- 15.4. Any lien which an Association may have on any Dwelling for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- 15.5. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:
- 15.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
 - 15.5.2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
 - 15.5.3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
 - 15.5.4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
 - 15.5.5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
 - 15.5.6. Amend materially this Master Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE 16. GENERAL PROVISIONS

16.1. Enforcement

The Association or any Owner or the owner of any recorded mortgage upon any part of said property; shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration. Failure by an Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.2. Default

A person shall be deemed to be in default of this Master Declaration only upon the expiration of thirty (30) days (five [5] days in the event of failure to pay money) from receipt of written notice from the Grantor or Association specifying the particulars in which such person has failed to perform the obligations of this Master Declaration unless such person, prior to the expiration of said thirty (30) days (five [5] days in the event of failure to pay money), has started in good faith to rectify the particulars specified in said notice of default ("Notice of Violation"). The requirement for written notice shall be satisfied upon the mailing of a

Notice of Violation to the address evidenced on the records of the Ada County Assessor as being the address to which tax notices are to be mailed.

16.3. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

16.4. Amendment

The covenants and restrictions of this Master Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by members entitled to cast not less than sixty percent (60%) of the votes of membership. Except as otherwise provided herein, any of the covenants and restrictions of this Master Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty percent (60%) of the votes of the votes of membership. Any amendment must be recorded. Prior to the Change of Control Date, Grantor shall have the unilateral right to amend this Master Declaration without the consent of any other Owner. After the Change of Control Date, so long as Grantor owns any Lot or portion of the Subdivision, no amendment to the Master Declaration shall be effective unless Grantor consents.

16.5. Assignment by Grantor

Any or all rights, powers and reservations of Grantor herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Grantor hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. All rights of Grantor hereunder reserved or created shall be held and exercised by Grantor alone, so long as it owns any interest in any portion of said property.

16.6. Grantor Control

Grantor shall retain and shall exercise all rights and powers hereunder through any such Person until the occurrence of the Change of Control Date. Until the occurrence of the Change of Control Date, Grantor shall have (a) the right to appoint the members of the Architectural Control Committee; (b) the unilateral right to amend the Master Declaration without the consent of any Owner; and (c) appoint at least two members to the Board. For purposes of this Master Declaration the term "Change of Control Date" means the first to occur of the following: (i) the date when Grantor (and any Person in which it or its principals own a majority of the capital and profits interests) ceases to be the Owner of any portion of the Subdivision; or (ii) the date Grantor resigns by recording a written notice of termination of control with the County Recorder of Ada County, Idaho.

16.7. Interpretation

The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho.

16.7.1. Restrictions Construed Together

All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Master

Declaration.

16.7.2. Restrictions Severable

Notwithstanding the provisions of the foregoing paragraph 16.7.1, each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

16.7.3. Singular Includes Plural

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

16.7.4. Captions

All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

16.8. Successors and Assigns

All references herein to Grantor, Owners, any Association or person shall be construed to include all successors, assigns; partners and authorized agents of such Grantor, Owners, Association or person.

DATED this 12 day of September, 2022

SCHNEIDER CUSTOM HOMES INC.

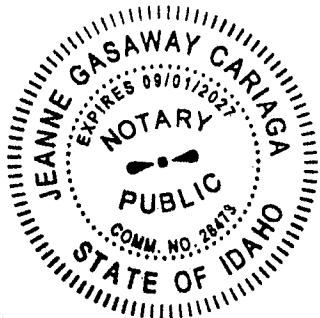
Dylan Schneider
By: Dylan Schneider
Its: President

STATE OF IDAHO)

)ss.

County of Ada)

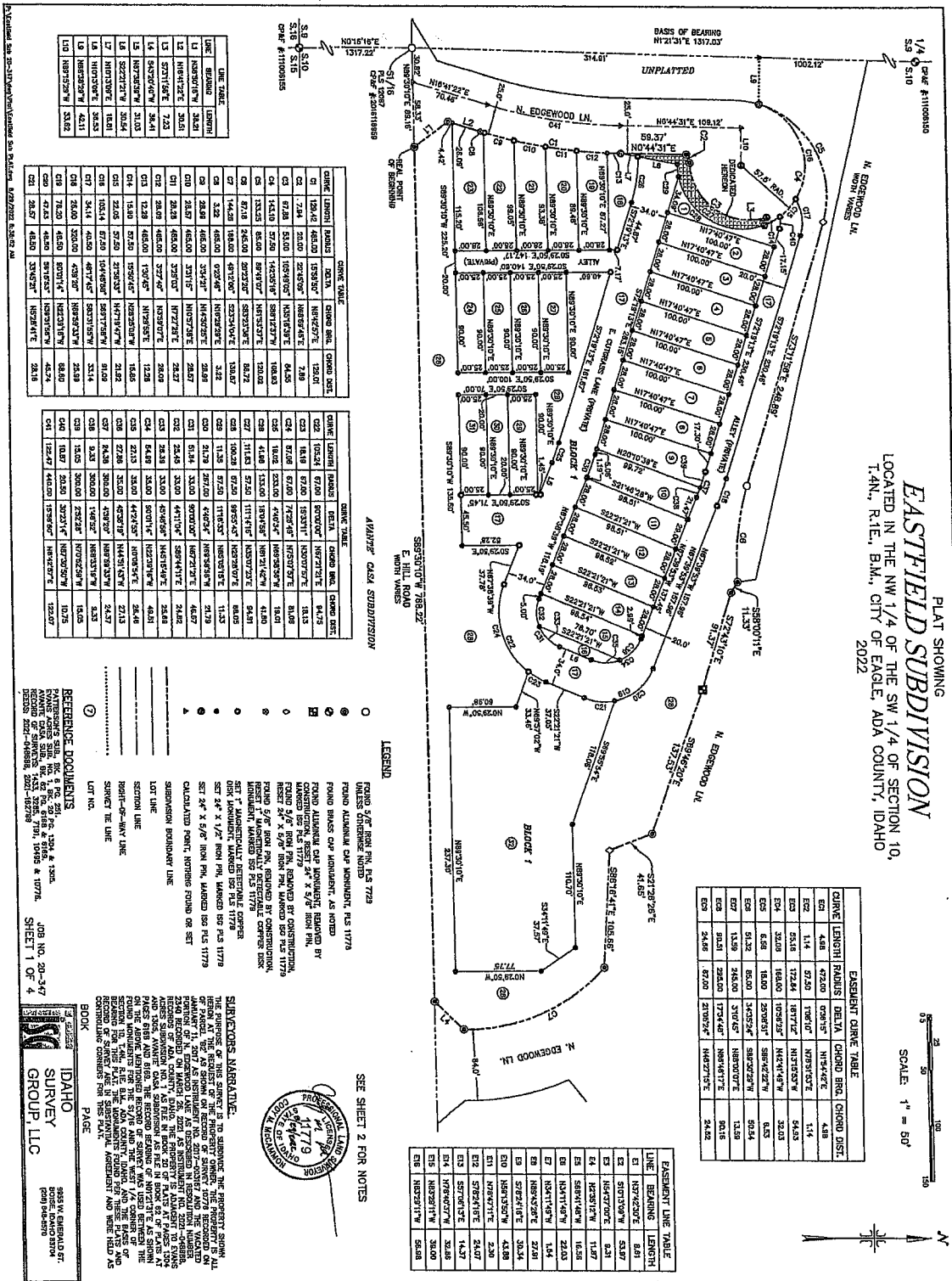
On this 12th day of September, 2022, before me, the undersigned notary public in and for the State of Idaho personally appeared Dylan Schneider, known or represented to me to be the authorized representative for SCHNEIDER CUSTOM HOMES INC., who being first duly sworn upon oath, declared that he has read the within and foregoing Master Declaration of Covenants, Conditions and Restrictions, knows the contents thereof, and the facts therein stated are true, and acknowledged to me that he executed the within and foregoing.



Jeanne Cariaga
Exp Date 9/10/2021
City, State Eagle, ID

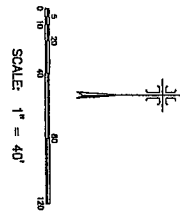
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EASTFIELD SUBDIVISION

EXHIBIT A

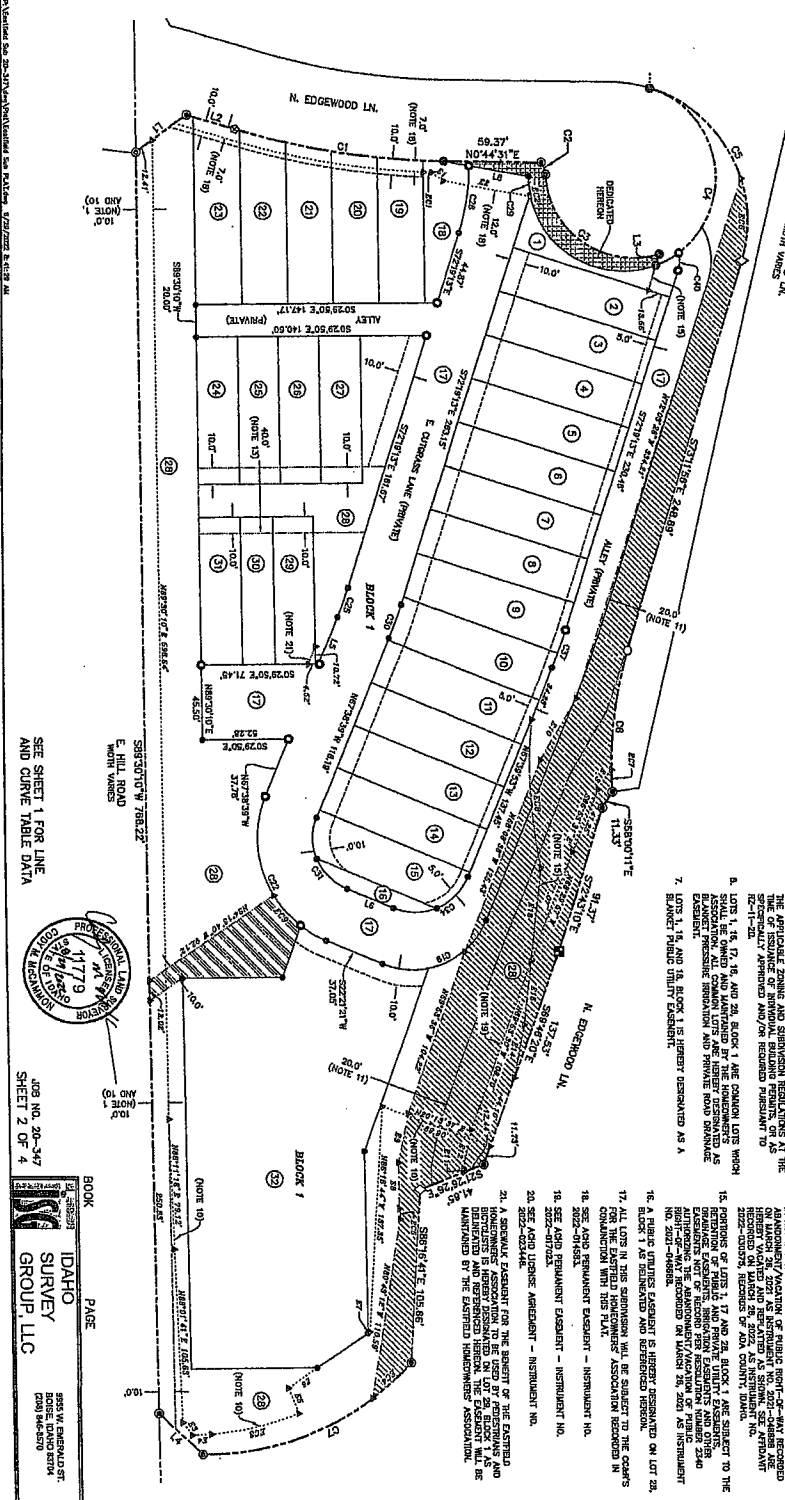


EASTFIELD SUBDIVISION

EASEMENTS



- LEGEND**
- FOUND 5/8" IRON PIN, PLS 11728
 - FOUND ALUMINUM CAP MARKING, PLS 11778
 - FOUND ALUMINUM CAP MARKING, AS NOTED
 - FOUND ALUMINUM CAP MARKING, REMOVED BY CONSTRUCTION, REST 24" X 5/8" IRON PIN
 - FOUND 5/8" IRON PIN, REMOVED BY CONSTRUCTION, REST 24" X 5/8" IRON PIN
 - FOUND 5/8" IRON PIN, REMOVED BY CONSTRUCTION, REST 24" X 5/8" IRON PIN, MARKED SET PLS 11778
 - SET 1" METRICALLY VERIFIED COPPER SET MARKING, MARKED SET PLS 11778
 - SET 24" X 5/8" IRON PIN, MARKED SET PLS 11778
 - CALCULATED POINT, FORMER FOUND OR SET
-
- SUBDIVISION BOUNDARY LINE
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE, AS NOTED
 - ALSO EASEMENT LINE, AS NOTED
 - NEW ART CREEK WITH CONCRETE CHANNEL EASEMENT (NOTE 12)
 - EASEMENT DIMENSION
 - LOT NO.



- NOTES**
1. A NEW 100' RIGHT WAY PUBLIC UTILITY AND PRESSURE MAIN EASEMENT IS SHOWN ON THIS MAP. THE LOT LINES SHOWN TO A PUBLIC STREET AND PRIVATE ROAD AS SHOWN ON THIS MAP SHALL BE DEEMED TO BE THE CORRECT LINES UNLESS SHOWN OTHERWISE. THE EASEMENT IS HEREBY ASSIGNED TO ALL LOT LINES COMMON TO A PRIVATE ROAD OR STREET.
 2. THE METRICALLY VERIFIED COPPER SET MARKING 21-4501, 21-4502, 21-4503, 21-4504, 21-4505, 21-4506, 21-4507, 21-4508, 21-4509, 21-4510, 21-4511, 21-4512, 21-4513, 21-4514, 21-4515, 21-4516, 21-4517, 21-4518, 21-4519, 21-4520, 21-4521, 21-4522, 21-4523, 21-4524, 21-4525, 21-4526, 21-4527, 21-4528, 21-4529, 21-4530, 21-4531, 21-4532, 21-4533, 21-4534, 21-4535, 21-4536, 21-4537, 21-4538, 21-4539, 21-4540, 21-4541, 21-4542, 21-4543, 21-4544, 21-4545, 21-4546, 21-4547, 21-4548, 21-4549, 21-4550, 21-4551, 21-4552, 21-4553, 21-4554, 21-4555, 21-4556, 21-4557, 21-4558, 21-4559, 21-4560, 21-4561, 21-4562, 21-4563, 21-4564, 21-4565, 21-4566, 21-4567, 21-4568, 21-4569, 21-4570, 21-4571, 21-4572, 21-4573, 21-4574, 21-4575, 21-4576, 21-4577, 21-4578, 21-4579, 21-4580, 21-4581, 21-4582, 21-4583, 21-4584, 21-4585, 21-4586, 21-4587, 21-4588, 21-4589, 21-4590, 21-4591, 21-4592, 21-4593, 21-4594, 21-4595, 21-4596, 21-4597, 21-4598, 21-4599, 21-4600, 21-4601, 21-4602, 21-4603, 21-4604, 21-4605, 21-4606, 21-4607, 21-4608, 21-4609, 21-4610, 21-4611, 21-4612, 21-4613, 21-4614, 21-4615, 21-4616, 21-4617, 21-4618, 21-4619, 21-4620, 21-4621, 21-4622, 21-4623, 21-4624, 21-4625, 21-4626, 21-4627, 21-4628, 21-4629, 21-4630, 21-4631, 21-4632, 21-4633, 21-4634, 21-4635, 21-4636, 21-4637, 21-4638, 21-4639, 21-4640, 21-4641, 21-4642, 21-4643, 21-4644, 21-4645, 21-4646, 21-4647, 21-4648, 21-4649, 21-4650, 21-4651, 21-4652, 21-4653, 21-4654, 21-4655, 21-4656, 21-4657, 21-4658, 21-4659, 21-4660, 21-4661, 21-4662, 21-4663, 21-4664, 21-4665, 21-4666, 21-4667, 21-4668, 21-4669, 21-4670, 21-4671, 21-4672, 21-4673, 21-4674, 21-4675, 21-4676, 21-4677, 21-4678, 21-4679, 21-4680, 21-4681, 21-4682, 21-4683, 21-4684, 21-4685, 21-4686, 21-4687, 21-4688, 21-4689, 21-4690, 21-4691, 21-4692, 21-4693, 21-4694, 21-4695, 21-4696, 21-4697, 21-4698, 21-4699, 21-4700, 21-4701, 21-4702, 21-4703, 21-4704, 21-4705, 21-4706, 21-4707, 21-4708, 21-4709, 21-4710, 21-4711, 21-4712, 21-4713, 21-4714, 21-4715, 21-4716, 21-4717, 21-4718, 21-4719, 21-4720, 21-4721, 21-4722, 21-4723, 21-4724, 21-4725, 21-4726, 21-4727, 21-4728, 21-4729, 21-4730, 21-4731, 21-4732, 21-4733, 21-4734, 21-4735, 21-4736, 21-4737, 21-4738, 21-4739, 21-4740, 21-4741, 21-4742, 21-4743, 21-4744, 21-4745, 21-4746, 21-4747, 21-4748, 21-4749, 21-4750, 21-4751, 21-4752, 21-4753, 21-4754, 21-4755, 21-4756, 21-4757, 21-4758, 21-4759, 21-4760, 21-4761, 21-4762, 21-4763, 21-4764, 21-4765, 21-4766, 21-4767, 21-4768, 21-4769, 21-4770, 21-4771, 21-4772, 21-4773, 21-4774, 21-4775, 21-4776, 21-4777, 21-4778, 21-4779, 21-4780, 21-4781, 21-4782, 21-4783, 21-4784, 21-4785, 21-4786, 21-4787, 21-4788, 21-4789, 21-4790, 21-4791, 21-4792, 21-4793, 21-4794, 21-4795, 21-4796, 21-4797, 21-4798, 21-4799, 21-4800, 21-4801, 21-4802, 21-4803, 21-4804, 21-4805, 21-4806, 21-4807, 21-4808, 21-4809, 21-4810, 21-4811, 21-4812, 21-4813, 21-4814, 21-4815, 21-4816, 21-4817, 21-4818, 21-4819, 21-4820, 21-4821, 21-4822, 21-4823, 21-4824, 21-4825, 21-4826, 21-4827, 21-4828, 21-4829, 21-4830, 21-4831, 21-4832, 21-4833, 21-4834, 21-4835, 21-4836, 21-4837, 21-4838, 21-4839, 21-4840, 21-4841, 21-4842, 21-4843, 21-4844, 21-4845, 21-4846, 21-4847, 21-4848, 21-4849, 21-4850, 21-4851, 21-4852, 21-4853, 21-4854, 21-4855, 21-4856, 21-4857, 21-4858, 21-4859, 21-4860, 21-4861, 21-4862, 21-4863, 21-4864, 21-4865, 21-4866, 21-4867, 21-4868, 21-4869, 21-4870, 21-4871, 21-4872, 21-4873, 21-4874, 21-4875, 21-4876, 21-4877, 21-4878, 21-4879, 21-4880, 21-4881, 21-4882, 21-4883, 21-4884, 21-4885, 21-4886, 21-4887, 21-4888, 21-4889, 21-4890, 21-4891, 21-4892, 21-4893, 21-4894, 21-4895, 21-4896, 21-4897, 21-4898, 21-4899, 21-4900, 21-4901, 21-4902, 21-4903, 21-4904, 21-4905, 21-4906, 21-4907, 21-4908, 21-4909, 21-4910, 21-4911, 21-4912, 21-4913, 21-4914, 21-4915, 21-4916, 21-4917, 21-4918, 21-4919, 21-4920, 21-4921, 21-4922, 21-4923, 21-4924, 21-4925, 21-4926, 21-4927, 21-4928, 21-4929, 21-4930, 21-4931, 21-4932, 21-4933, 21-4934, 21-4935, 21-4936, 21-4937, 21-4938, 21-4939, 21-4940, 21-4941, 21-4942, 21-4943, 21-4944, 21-4945, 21-4946, 21-4947, 21-4948, 21-4949, 21-4950, 21-4951, 21-4952, 21-4953, 21-4954, 21-4955, 21-4956, 21-4957, 21-4958, 21-4959, 21-4960, 21-4961, 21-4962, 21-4963, 21-4964, 21-4965, 21-4966, 21-4967, 21-4968, 21-4969, 21-4970, 21-4971, 21-4972, 21-4973, 21-4974, 21-4975, 21-4976, 21-4977, 21-4978, 21-4979, 21-4980, 21-4981, 21-4982, 21-4983, 21-4984, 21-4985, 21-4986, 21-4987, 21-4988, 21-4989, 21-4990, 21-4991, 21-4992, 21-4993, 21-4994, 21-4995, 21-4996, 21-4997, 21-4998, 21-4999, 21-5000.

BOOK PAGE
DAHO
SURVEY
GROUP, LLC
 11779
 JOB NO. 20-347
 SHEET 2 OF 4

EASTFIELD SUBDIVISION

304 124 RE 10750

CERTIFICATE OF OWNERS

Known and meant by these names: **Schneider Custom Homes, Inc., an Idaho Corporation** is the owner of the property described as follows:

A parcel of land located in the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 4 North, Range 1 East of the Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

Comprising at the South 1/16 corner common to Sections 9 and 10 from which the 1/4 corner of said Section 3 and 10 bears North 01°13'1" East, 1317.03 feet; thence on the westerly extension thereof and the north boundary line of Avenue Cass Subdivision as file in Book 62 of Plats as Pages 618 and 619, records of Ada County, Idaho, North 89°20'10" East, 88.16 feet to a point on the westerly right-of-way line of N. Edgewood Lane and the 1564. POINT OF BEGINNING.

thence or said westerly right-of-way line for the following eight (8) courses and distances:

- North 85°50'10" West, 38.21 feet;
- North 16°41'22" East, 30.51 feet;
- 129.42 feet along the arc of curve to the left, said curve having a radius of 465.00 feet, a central angle of 15°56'57" and a long chord which bears North 09°42'37" East, 123.01 feet;
- North 07°44'31" East, 59.37 feet;
- 7.98 feet along the arc of curve to the right, said curve having a radius of 20.00 feet, a central angle of 22°40'09" and a long chord which bears North 66°39'49" East, 7.99 feet;
- 57.26 feet along the arc of a non-tangent curve to the left, said curve having a radius of 53.00 feet, a central angle of 105°49'05" and a long chord which bears North 35°15'59" East, 69.45 feet;
- South 73°11'56" East, 7.23 feet;
- 143.10 feet along the arc of a non-tangent curve to the left, said curve having a radius of 57.50 feet, a central angle of 142°35'31" right-of-way line, 133.25 feet along the arc of a non-tangent curve to the right, said curve having a radius of 65.00 feet, a central angle of 69°49'07" and a long chord which bears North 61°33'37" East, 120.02 feet;
- thence South 73°11'56" East, 248.89 feet;
- thence 67.18 feet along the arc of curve to the left, said curve having a radius of 245.00 feet, a central angle of 27°22'22" and a long chord which bears South 59°25'59" East, 68.72 feet to the southeasterly right-of-way line of Edgewood Lane;

thence on said westerly right-of-way line for the following seven (7) courses and distances:

- South 89°00'11" East, 11.33 feet;
- South 21°29'28" East, 41.88 feet;
- South 72°43'10" East, 91.37 feet;
- South 69°46'20" East, 197.83 feet;
- South 81°26'28" East, 41.88 feet;
- South 81°16'41" East, 108.89 feet;
- thence on said westerly right-of-way line to the right, said curve having a radius of 188.00 feet, a central angle of 46°12'07" and a long chord which bears South 23°34'09" East, 138.87 feet;
- South 42°29'40" West, 38.41 feet to the north right-of-way line of E. Hill Road, coincident with the north boundary line of said Avenue Cass Subdivision;
- thence on said north right-of-way line, South 89°20'10" West, 782.22 feet to the 1564. POINT OF BEGINNING.

Containing 4.689 acres, more or less.

It is the intention of the undersigned to hereby dedicate the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The private streets shown on this plat are not dedicated to the public, and the same are reserved to the owner. The public streets shown on this plat are not dedicated to the public, and the same are reserved to the owner. All lots in this plat will be eligible to receive water service from an existing Edge Water Company main the located adjacent to the subject subdivision, and Edge Water Company has agreed in writing to serve all the lots in this subdivision.

Schneider Custom Homes, Inc., an Idaho Corporation
Dylan R. Schneider
 Dylan R. Schneider, President

CERTIFICATE OF SURVEYOR

I, **Cody M. McCammon**, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that the above described plat was prepared by me in accordance with the Certificate of Owner was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the laws of Idaho Code relating to plats and surveys.



 P.L.S. No. 11779
 Cody M. McCammon

ACKNOWLEDGEMENT

State of Idaho)
 County of Ada) ss.

On this 24 day of MAY, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dylan R. Schneider**, known or identified to me to be the president of **Schneider Custom Homes, Inc.**, an Idaho Corporation, the corporation that executed the foregoing instrument, and acknowledged to me that he executed such instrument for and on behalf of said corporation and that said corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Tammy R. Buxton
 Notary Public, State of Idaho
 Residing in IDAHO, Idaho

BOOK PAGE


 IDAHO SURVEY GROUP, LLC
 8953 W. EUREKA ST.
 DONALDSON, IDAHO 83421

JOB NO. 20-347
 SHEET 3 OF 4

EASTFIELD SUBDIVISION

PL 14-18-151

HEALTH CERTIFICATE

Sanitary conditions as required by Idaho Code, Title 49, Chapter 13 have been established based on a review by a Qualified Licensed Professional Engineer (Q.L.P.E.) representing Eagle Sewer District and Eagle Water Company and the Q.L.P.E. approval of the design plans and specifications and the conditions imposed on the approval, no existing water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. All the developer files to construct water and sewer lines for the proposed subdivision. The developer is responsible for the construction of the water and sewer lines of the subdivision and the construction of any building or other existing drinking water or sewer/sanitary facilities shall be allowed.



Sgt. Paul ...
 Central District Team
 Date: 3-14-2022

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 27 day of June, 2022.



M. ...
 President
 Date: 7-14-2022

CERTIFICATE OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Eagle, Ada County, Idaho, do hereby certify that I have checked this final plat and that the Eagle City requirements regarding final plats have been met.

M. ...
 Eagle City Engineer
 Date: 7-14-2022

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Eagle, Ada County, Idaho, hereby certify that at a regular meeting of the City Council held on the 9 day of November, 2022, this plat was duly accepted and approved.



M. ...
 City Clerk, Eagle, Idaho

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

D. ...
 County Surveyor
 30 August 2022
 RS #13553

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of IC 49-1308 do hereby certify that any and all taxes and fees due to the County of Ada, State of Idaho, for any interest in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Date: Aug 30, 2022



E. ...
 County Treasurer
 Signed by Deputy: D. ...

COUNTY RECORDER'S CERTIFICATE

County of Ada) s.s.
 State of Idaho)

I hereby certify that this instrument was filed for record at the request of M. ... on the 17 day of August, 2022, in book 124 of page 10175.

Implement the 2022-07-14-2020
 Date: 8-17-22

P. ...
 E-Official Recorder

JOB NO. 20-347
 SHEET 4 OF 4

BOOK PAGE
IDAHO SURVEY GROUP, LLC
 808 W. GARDEN ST.
 BOISE, IDAHO 83725
 (208) 333-8870

EXHIBIT B

FENCING PLAN

