

ACCOMMODATION

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FORSYTHIA PLACE SUBDIVISION

ARTICLE I. RECITALS

WHEREAS, the undersigned ("**Grantor**") is the owner of the FORSYTHIA PLACE SUBDIVISION, according to the official plat thereof filed in Book 115 of Plats at Pages 17237 through 17240 records of Ada County, Idaho, and every part, parcel, and Lot thereof (the "**Property**"). For purposes of this Master Declaration, the term Property shall further mean and refer to such additional real property as may hereafter be made subject to this Master Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

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

WHEREAS, to achieve the objectives and desires of the Grantor, the Grantor will control the management and governance of the Property and the Association until the Owners take over the management functions through the Association upon substantial completion of the development process.

ARTICLE II. DECLARATION

The Grantor hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "**Lot**", unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants 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 or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot and any

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interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor, any Owner, or by the Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the approved plans therefor as the same exist or may be modified from time-to-time by the Grantor, nor prevent normal construction activities during the construction of Improvements upon any Lot. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the ACC provided that such waiver shall be for a reasonable period. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

ARTICLE III. DEFINITIONS

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

ACC: The Architectural Control Committee for the Subdivision.

Annexation: Shall mean and refer to any real property made subject to this Master Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real property.

Architectural Guidelines: Shall mean such rules and/or standards promulgated by the Architectural Control Committee as authorized herein.

Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

Association: Shall mean and refer to FORSYTHIA PLACE Homeowners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and Improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Areas: Property within or adjacent to the Subdivision in which the Association owns an interest or controls, including any easement herein granted to the Grantor and/or the Association, or reserved on the official plat of the Subdivision, or which the Association is required to repair and maintain, and which is held, controlled, repaired and maintained for the betterment of the Lots within the Subdivision.

Community: Shall mean and refer to all Lots and its residents of Forsythia Place Subdivision.

Grantor: The undersigned and any successor in interest as provided for in this Master Declaration.

Forsythia Place Homeowners Association, Inc.: The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for providing self-government for the Property.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to Buildings, barns, outbuildings, roads, drainage facilities, pressurized irrigation lines, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of that Lot by the Grantor to an Owner and intended for residential occupancy.

Initial Development Period: The "Initial Development Period" commences on the date of execution of this Declaration and terminates on the day Grantor (or the assignee of Grantor's rights hereunder) no longer owns any Lots (including Lots annexed into the Community in the future) or on the day Grantor terminates its rights by notice to the Association. Once Grantor has terminated its rights, an Initial Transitional Meeting will be held with all owners to facilitate transfer of association to Owners.

Limited Assessment: Shall mean an Assessment as described below in Section 9.04.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Master Declaration: This document, including any duly made amendments.

Member: Any person(s) who is an Owner of a Lot within the Subdivision.

Mortgage: Any mortgage or deed of trust or other hypothecation of a Lot within the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether such right is exercised, including their heirs, personal

representatives, successors and assigns.

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

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

Property: Shall mean the FORSYTHIA PLACE SUBDIVISION, according to the official plat thereof filed in Book 115 of Plats at Pages 17237 through 17240 records of Ada County, Idaho, and every part, parcel, and Lot thereof (attached as Exhibit B); and shall further mean and refer to such additional real property as may hereafter be made subject to this Master Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

Regular Assessment: Shall mean an Assessment as described below in Section 9.02.

Special Assessment: Shall mean an Assessment as described below in Section 9.03.

Subdivision: Shall have the same meaning as Property.

ARTICLE IV. PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

(a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.

(b) The prevention of the erection on a Lot of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.

(c) Encouraging and insuring the erection of high quality and attractive Improvements appropriately located within the Subdivision to assure visual quality and harmonious appearance and function.

(d) Securing and maintaining proper set-backs from the public road(s) in the Subdivision and adequate, free spaces between Improvements.

(e) The integration of development of the different Lots by setting common general

standards consistent with the Architectural Guidelines existing from time-to-time.

(f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

**ARTICLE V.
USE AND BUILDING RESTRICTIONS**

SECTION 5.01 Residential Use. All Lots will be used exclusively for residential purposes and other uses incidental thereto as permitted under any applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot will be used at any time for commercial or business activity. A "**Home Occupation**" is any gainful occupation conducted on a Lot by a resident of the Lot. A Lot may be used for a home office or studio of not more than 500 square feet in size and that is entirely within a Building, provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Master Declaration and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to such requirements and conditions as the Association deems appropriate, and which Home Occupation must be conducted accordance with the other terms and limitations of the Master Declaration and applicable law. No Home Occupation may (a) involve highly combustible materials, (b) involve retail operations, (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools, (d) cause abnormal automotive or pedestrian traffic in the Community, (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, (f) involve dispatch activities where employees meet in the Community and are sent to other locations, (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community. It is not a violation of this Section for an Owner to lease its Lot and the Improvements thereon in accordance with Section 5.02. The use of a Lot for a shelter home, as the same is defined in Idaho Code§ 67-6530, whether operated for profit, will for the purposes of this Declaration be a commercial or business use.

SECTION 5.02. Leasing. In order to foster and maintain the stable, residential character of the Community and to preserve the Community values, no Owner may lease, in whole or part, such Owner's Lot or the Building located thereon to any person or entity except as expressly permitted in this Section 5.02. For purposes of Section 5.01 and this Section 5.02, the term "lease" as applied to a Lot will be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. For purposes of Section 5.01 and this Section 5.02, a "member of such Owner's family" will be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. Each Owner may lease its entire Lot to any tenant comprised as of a single housekeeping unit so long as such lease is for a term of six (6) months or greater. For purposes of this Section, the term "single housekeeping unit" will be one or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot is fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot will comply with the Fair Housing Act to the extent it applies to such Owner.

SECTION 5.03. Minimum Height and Size, Schedule. No Lot shall be improved except with one (1) single-family residential dwelling and such accessory buildings and structures as are approved by the ACC. All single-level homes shall have a minimum of 2,200 square feet of finished space exclusive of unfinished basements, garages, storage rooms, covered patios, etc. All two-story homes shall have a minimum of 2,200 square feet of finished space (minimum 1,000 square feet on first floor) exclusive of unfinished basements, garages, storage rooms, covered patios, etc. The ACC may require additional square feet of finished space depending on compatibility with existing homes or otherwise in its discretion. All Buildings must be completed no later than twelve (12) months after construction of said Building has commenced.

SECTION 5.04. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Subdivision unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article XI, below.

SECTION 5.05. Prohibited Building/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or outbuilding shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Subdivision by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.06. Setbacks. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than is permitted by the ordinances of the City of Boise, Idaho, or other governmental entity having jurisdiction of the Property; provided, however, the ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

SECTION 5.07. Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish (no larger than 3 feet in diameter), shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 5.08. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

(a) For the installation and maintenance of public utility facilities of all kinds, including, without limitation, irrigation lines, power cables, water and sewer lines, radio and television and transmission cables, and the easements designated on the recorded subdivision plat for the Subdivision.

(b) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot within the Subdivision, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall

not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.

(c) Any additional easements, if any, as shown and designated on the recorded subdivision plat for the Subdivision.

The easement areas (excluding any equipment or appurtenances owned or maintained by the Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated, except as referenced in Section 8.01 below.

No Improvements shall be placed or permitted to remain on such easement areas located on a Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.09. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s) and shall be in accordance with the Architectural Guidelines. Exterior lights are prohibited from remaining on all night unless pre-approved in writing by the Architectural Committee due to reasonable circumstances. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed. Street lights are maintained by the City of Boise Public Works department.

SECTION 5.10. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated dogs, cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. Consistent and chronic barking dogs will be considered a nuisance and should be handled by Animal Control. Each dog shall be kept on a leash or otherwise controlled when such animal is off the premise of the owner. Such owner shall clean up all defecation immediately from other properties and/or public right of way. All dog runs or kennels must be approved by the ACC before construction.

SECTION 5.11. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. All water flowing on a Lot shall be contained and disposed of on such Lot and shall not be allowed to drain or flow upon, across or under adjoining Lots or the public right-of-way adjacent to such Lot, unless an express written easement for such purpose exists. There shall be no interference with the drainage pattern over any portion of the Subdivision, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ACC. For the purposes hereof, "drainage pattern" is defined as the system of drainage, whether natural or otherwise, which is shown on any plans approved by the ACC. The Owner of any Lot within the Subdivision in which grading or other work has been performed pursuant to a grading plan approved by the ACC shall maintain and repair all graded surfaces, drainage structures, means

or devices which are not the responsibility of the Association or any governmental entity. Ada County Highway District (hereafter "ACHD") or the Association, shall be responsible for the maintenance and repair or replacement of the storm water drainage easement which is located on Lots 3, 7 and 8, Block 2 adjacent to the public right-of-way, the purpose of such easement being to prevent the drainage of surface water from such Lots onto the public right-of-way within the Subdivision.

SECTION 5.12. Commercial Use Prohibited. No Lot shall be used at any time for commercial or business activity except as provided in Section 5.01, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Property, model homes or real estate sales.

SECTION 5.13. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

(a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintained in a neat and aesthetically pleasing condition.

(b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.

(c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.

(d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept always in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.

(e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area adjacent to a public right-of-way within the Subdivision or otherwise kept in the open or exposed to public view.

(f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration.

(g) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and

such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in Article IX of this Master Declaration.

(h) All vacant Lots must be kept weed and rubbish free until construction begins.

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

(j) Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from view in a location and of construction approved by the ACC; and located and maintained in a manner to avoid any endangerment of or nuisance to, adjacent Lot Owners.

SECTION 5.14. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within the Property and no odor shall be permitted to arise therefrom to render any Lot within the Property unsanitary, unsightly, offensive or detrimental to any other Lot therein or in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon or from any Lot to be offensive or detrimental to any other Lot within the Property or in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot within the Property.

SECTION 5.15. Mining and Drilling. No Lot shall be used for mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.16. Boats, Campers and Other Equipment. Trailers, motorhomes/RV's, trucks larger than 1-ton pickups, any work or commercial vehicle, boats, tractors, motorcycles, jet skis, snowmobiles, campers, garden or maintenance equipment and vehicles other than automobiles (hereafter "Vehicles and Equipment"), when not in actual use, shall always be kept in an enclosed structure on the Lot or behind a fence in side yard. Except for a temporary period not to exceed twenty-four (24) hours for loading and unloading, at no time shall any such Vehicles or Equipment be parked or stored on a Lot in full public view or on a public or private right-of-way within the Property. Operative automobiles (which, as used herein shall include a standard or smaller pickup) may be parked in the driveway. No inoperative automobile shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles.

SECTION 5.17. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.18. Exterior Materials and Colors. After completion of the Initial Construction and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within the Subdivision, in whole or in part, exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance.

SECTION 5.19. Roofs. Roof material shall be black Architectural 30 year or equivalent, unless the ACC expressly approves in writing a different color or material.

SECTION 5.20. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC rules, which may prohibit or limit the use thereof within the Subdivision, provide parking regulations and other rules regulating the same.

SECTION 5.21. Exterior Energy Devices. No energy production devices including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC. All solar panels shall be roof mounted.

a) Panel installation must be uniform and in a fixed array size, ie. 5x3, 2x4, etc. and not missing panels due to roof chimneys, pipes or vents.

b) All roof mounted equipment, excluding the face of the solar panel, must match or blend with the color of the roof material. Exposed surfaces such as any frame for panels but excluding the exposed collector panel face itself must be factory painted (or color anodized) to match or blend with, or the color of the materials used must match or blend with, the surface on which it is mounted.

c) Support racking should be recessed and hidden underneath the solar panels and must match or blend with the surface on which it is mounted.

d) All plumbing/conduit lines shall run inside the house and roof cavity. Any conduit visible on the roof or exterior of the house shall be painted to match or blend with, or the color of the materials used must match or blend with, the color of adjacent roof material and walls.

e) Aluminum trim, if used and visible, should be color anodized or otherwise factory color treated to blend into the surroundings.

SECTION 5.22. Mailboxes. Developer will install initial mailbox stand and mailbox. Each Owner will be responsible to replace the stand or mailbox after initial installation.

SECTION 5.23. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Building and Lot for sale by displaying a single, neat, reasonably sized "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Owners may temporarily place no more than three (3) political signs on a Lot. For rent signs are not allowed on any lot or common area. Open houses directional signs are allowed during the time frame of the Open House only.

SECTION 5.24. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior approval of the City of Boise, Idaho, and the written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.25. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. The ACC shall have the right to adopt uniform design standards for all fences constructed/installed within the Subdivision.

All fences and walls shall be subject to the following restrictions:

(a) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a lower height is required by the ACC).

(b) No fence or wall on a Lot shall be constructed or installed in the required set-back area adjacent to a public right-of-way within the Subdivision. Grantor will install a fence along the property line between the common area on Lot 12 and the adjacent Lots. The Association will maintain the fence that abuts the common area only. However, Owners will be responsible for any damage caused to the fence and will be charged for the repairs by the Association.

(c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located, and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

(d) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded subdivision plat of the Subdivision.

(e) All fencing is to be Estate Privacy Tongue & Groove Picket Fence (as attached at Exhibit A) and shall be tan in color and vinyl. All other solid fencing (i.e. dog-eared cedar, chain link, etc. shall be prohibited.

SECTION 5.26. Landscaping. The following provisions shall govern the landscaping of Lots within the Subdivision:

(a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article XI, below. The Owner must obtain ACC approval of said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.

(b) All landscaping within the rear yard of the Lot must be installed within ninety (90) days after the date of occupancy of the Building on the Lot, with an extension(s) allowed for weather related delays.

SECTION 5.27. Holiday Lighting and Decorations. Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween, Easter, etc) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

SECTION 5.28. Flagpoles and other monuments. All in-ground flagpoles or other monuments must be approved by the ACC before installation.

SECTION 5.29. Adoption of Architectural Guidelines. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate Architectural Guidelines relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All Architectural Guidelines shall be consistent with the provisions of this Master Declaration. Notwithstanding the foregoing, so long as the Grantor owns a Lot within the Subdivision, any amendments to the Architectural Guidelines recommended by the ACC must be first approved by the Grantor.

SECTION 5.30. Delegation of Use. Any Owner may delegate or assign his rights in any Lot and in any rights under this Master Declaration whether by easement or otherwise to members of his family, his tenants or his contract purchasers who reside on the Lot to which the Owner has title; provided, however, that such delegation or assignment shall not relieve the Owner from any obligations hereunder and such person to whom rights are delegated or assigned shall be, in all respects, subject to the prohibitions, limitations and obligations contained in this Master Declaration.

SECTION 5.31. Marijuana-Free Community. No Owner may use, occupy, or permit the use or occupancy of any Lot (or any portion thereof) that in any manner relates to the use, sale, possession, cultivation, manufacture, distribution, or marketing of any substance containing any amount of marijuana, cannabis, or tetrahydrocannabinol, whether for commercial, medical, or personal purposes, whether or not such activities are lawful under all applicable laws (collectively, "**Prohibited Activities**"). Notwithstanding the foregoing, nothing in this section will prohibit any person from possessing and using any drug approved by the U.S. Food and Drug Administration that has been lawfully prescribed and lawfully obtained by such person, provided that such person only uses the drug in compliance with applicable law, and such person's possession and use as aforesaid shall not be included within the term "**Prohibited Activities.**"

Any lease (as defined in Section 5.02) of a Lot entered into by an Owner must contain a clause expressly prohibiting the tenant thereunder from engaging or permitting others to engage in any Prohibited Activities, and further permitting the Owner to terminate the lease and evict the tenant in the event the tenant violates such clause. If the Owner becomes aware that its tenant is or has been engaged, or is permitting or has permitted others to engage, in any Prohibited Activities on the Owner's Lot, then the Owner shall take all commercially reasonable actions to terminate the lease in accordance with applicable law, evict the tenant, and otherwise take all commercially reasonable actions to terminate the Prohibited Activities on such Lot. The Owner must keep the Association fully advised of the Owners actions and plans to prohibit and terminate the Prohibited Activities as required by this Section.

In addition and not by way of limitation, each Owner agrees to indemnify, defend and hold the Association and all other Owners harmless from and against any loss, claim (including without any governmental action for seizure or forfeiture of any real or personal property, with or without compensation, and whether or not the property is taken free of or subject to lien or security interest), damage, liability, fine, penalty, cost or expense (including attorneys' fees and expenses) arising from, out of, or related to any Prohibited Activities at or on the Owner's Lot and/or the indemnifying Owner's breach, violation, or failure to enforce or comply with any of the covenants set forth in this Section.

The failure by any Owner to fully and faithfully comply with this Section shall constitute a material non-curable event of default that grants the Association and any other Owner the right to exercise any right or remedy available in the Master Declaration or at law.

SECTION 5.32. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Subdivision or to grant licenses, reservations, rights-of-way or easements with respect to the public rights-of-way or the Common Area within the Subdivision, to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Subdivision owned or controlled by the Grantor, or to alter the foregoing and its development plans and designs, or construct additional Improvements as the Grantor deems advisable in the course of development and construction of the Subdivision. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time-to-time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the development of the Subdivision, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor.

ARTICLE VI. FORSYTHIA PLACE HOMEOWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. FORSYTHIA PLACE HOMEOWNERS Association, Inc. shall be organized by the Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the corporation, including contract sellers, shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 6.03. Transitional Meeting. A transitional meeting shall be held after the "Initial Development Period" has ended. This meeting is held to turn over the control of the association to the homeowner's and to elect of board of directors to guide the Association going forward.

SECTION 6.04 Annual Meeting. The Association shall hold an annual meeting each year on a date determined by the board. Subsequent regular annual meetings of the Association shall be held as provided in the Bylaws of the Association. Special meetings may be called as provided for in the Bylaws of the Association. Notice of annual or special meetings of the Association shall be delivered to all Members of the Association as provided in the Bylaws of the Association. All meetings shall be held within the Subdivision or as close thereto as practicable at a reasonable place selected by the Board.

SECTION 6.05. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners of Lots within the Subdivision, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

CLASS B. Class B member(s) shall be the Grantor, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

SECTION 6.06. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint as set forth in the By-laws.

SECTION 6.07. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws 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, By-Laws 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 Areas and the performance of other responsibilities including, but not limited to, the following:

(a) **Assessments.** The power 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.

(b) **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, By-Laws, Master Declaration or Architectural Guidelines, and to enforce by mandatory injunction or otherwise, all provisions thereof. The Board has the power and ability to fine Owners for any CC&R violation subject to Idaho Code 55-115.

(c) **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.

(d) **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 ACC, 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.

(e) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants, or any other person of Common Areas 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, By-Laws 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 and Occupant. 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 or any provision of the Articles, By-Laws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

(f) **Emergency Powers.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building 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.

(g) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, though, under or of the Common Area Lot 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:

(i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities.

(h) **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.

SECTION 6.08. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws 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:

(a) **Operation and Maintenance of Common Areas.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned or controlled by the Association.

(b) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Areas 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.

(c) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas owned by the Association.

(d) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

(i) Fire insurance, including 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 Areas owned by the Association, including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of the Common Areas or easement areas under the control of the Association.

(ii) Comprehensive public liability insurance insuring the Association, the Board, 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 Areas 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 of Directors.

(iii) Full coverage directors and officer's liability insurance in an amount determined by the Board.

(iv) 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.

(v) 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.

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

(e) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same be located within or without the boundaries of the Subdivision.

(f) **Irrigation System.** Maintain, repair or replace all or any portion of the Irrigation System constructed/installed by the Grantor or the Association within the Common Area.

(g) **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.

(h) **ACC.** Subject to the provisions of Section 11.02, below, appoint and remove members of the ACC, all subject to the provisions of this Master Declaration.

(i) **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.

SECTION 6.09. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed at the annual meeting to all owners in attendance.

(b) After the close of each fiscal year, the Association, or its agent, shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year. Said documents shall be distributed at the annual meeting to all owners in attendance.

The failure of the Association to distribute the budget or the annual balance sheet and/or the annual operating statement within the times above provided shall not relieve or release any Owner from the obligation to pay, when due, all regular, special and limited assessments due and payable to the Association.

SECTION 6.10. Effective Date. The provisions of this Article VI shall become operative upon the creation by the Grantor of the Association and the conveyance to said Association of fee simple title to the Common Area Lots within the Subdivision. Until the creation and organization of the Association, the Grantor shall have the right to exercise all of the powers of the Association set forth in this Master Declaration.

ARTICLE VII. **ASSOCIATION PROPERTIES**

SECTION 7.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties, subject to the following:

(a) **Articles, Etc.** In using the Association properties each Owner shall comply with the provisions of the Articles and By-Laws of the Association, this Master Declaration, and the rules, regulations and standards promulgated thereunder.

(b) **Suspension of Rights.** The Association may suspend the rights of any Owner or Occupants to use properties owned by the Association (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid and for any infraction or published rules and regulations of the Association.

(c) **Dedications.** The Association may dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board.

SECTION 7.02. Damages. An Owner shall be liable for any damages to any of the Common Areas which may be sustained by reason of the negligence, reckless or intentional misconduct of said Owner or of his Occupants, family, licensees, invitees, lessees or contract purchasers, 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 as a Limited Assessment against that Owner's Lot and may be collected as provided in Article X, below.

SECTION 7.03. Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association, and the Association shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04. Condemnation. If at any time any part of a Common Area or other property owned or controlled by the Association shall be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association. The Association shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association; (ii) acquire and/or improve additional properties for the Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VIII.

MAINTENANCE OBLIGATIONS OF ASSOCIATION

SECTION 8.01. Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within the Subdivision for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.

SECTION 8.02. Reserve for Maintenance, Repair and Replacement. The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Improvements on the Common Areas, the Irrigation System and the landscape buffer easement, and for the purpose of funding the same, the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board. The Board shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an interest-bearing account in an appropriate financial institution.

SECTION 8.03. ACHD Not Liable. It is acknowledged and agreed that neither ACHD nor any other governmental entity having jurisdiction and control over the public right(s)-of-way within the Subdivision shall have any obligation or responsibility to maintain, repair or replace all or any portion of the Irrigation System for the Subdivision. Any purported amendment to this Section to impose liability upon ACHD or any other governmental entity for the drainage facilities and/or the Irrigation System within the Subdivision shall be of no force or effect unless ACHD or such other governmental entity shall expressly consent thereto in writing.

ARTICLE IX.

ASSESSMENTS

SECTION 9.01. 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, Special and

Limited Assessments or charges made by the Association.

All such 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 become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of such Owner's Lot.

SECTION 9.02. Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area Lot and other Common Areas, including all easement areas, if any, controlled by the Association, the Irrigation System, 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 the Common Area Lot, lighting, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

SECTION 9.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

(a) To defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements or landscaping on all easement areas 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.

(b) 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.

At the closing of the sale of each Lot by the Grantor, a special assessment of \$350.00 shall be collected from the purchaser of the Lot as payment for the organizational, set-up and administrative costs of the Association and a special assessment for transfer of ownership in the amount of \$350.00 shall be charged.

For each future sale or transfer of ownership, a special assessment in the amount of \$350.00 shall be charged.

SECTION 9.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) **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 Areas 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. The Board 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, arising out of or incident to such maintenance and repair and the Assessment therefor.

(b) **Correction of Violations.** In addition to maintenance and repair. The Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the Architectural Guidelines, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article X of this Master Declaration.

(c) **Limited Purpose.** "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association for specific maintenance as detailed in this Declaration, any corrective action taken by the Association (including, without limitation, legal fees and costs, whether or not suit has been filed) or fines levied by the Association pursuant to this Declaration, and/or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or Occupant of such Owner's Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Area and/or the failure of an Owner to keep his or her Lot and/or Building in proper repair.

SECTION 9.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence upon sale of a Lot by Grantor to Owner.

SECTION 9.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 9.07. Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an 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 or Limited Assessments be paid in a lump sum instead of installments.

SECTION 9.08. 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.

ARTICLE X.
ENFORCEMENT OF ASSESSMENTS

SECTION 10.01. 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 Assessments 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 in connection therewith.

SECTION 10.02. 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 Assessments levied against any and all Lots in 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. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation excepting liens that take priority by operation 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 Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 10.03. 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 written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 10.04. 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 and in said Lot as the Owner thereof.

SECTION 10.05. Reporting. The Association shall provide a Mortgagee with a copy of a

Notice of Default served on an Owner under Section 10.03, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) 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;
- (g) 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 the sum of up to \$150.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 10.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 10.06. 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.

ARTICLE XI. ARCHITECTURAL CONTROL COMMITTEE

SECTION 11.01. Members of the Committee. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said member's successor has been appointed.

SECTION 11.02. Appointment. So long as the Grantor owns any Lot within the Subdivision, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 11.03. Compensation. The members of the ACC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Board.

SECTION 11.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof, seeking monetary damages or any other remedy at law or equity resulting from any loss, damage or injury, including, but not limited to, the same that may result from or relate to the type(s) or nature of the soil(s) located below the surface of any Lot.

SECTION 11.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 11.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the Architectural Guidelines, the adequacy of the Lot dimensions; conformity and harmony of external design with neighboring Improvements, the effect of location and use of Improvements on neighboring Lots; operations and uses; relations to topography, grade, finished ground elevation and landscaping of the Lot being improved to that of neighboring Lots; proper facing of the main elevation with respect to nearby streets; the relation of floor elevations to flood elevations as defined by government entities; and the conformity of the plans and specifications to the purpose and general plan and intent of this Master Declaration.

SECTION 11.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the Architectural Guidelines, or any prior approval when, in the sole discretion of the ACC, circumstances such as, but not limited to, topography, natural obstructions, aesthetics or environmental considerations or economic or developmental hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, Architectural Guidelines or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Architectural Guidelines for any purpose except as to the subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either

with or without notice to other Owners or a hearing of Owners thereon.

SECTION 11.08. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, two (2) full and complete copies of the following materials (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

(a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.

(b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.

(c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

The ACC shall have the right to require an Owner applying for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the reasonable and actual expenses of the ACC in reviewing and processing the application. The ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

SECTION 11.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a first-class residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within thirty (30) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional

approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with details the conditions upon which the application is approved, and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with details the reasons for such denial.

SECTION 11.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration or the Architectural Guidelines or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable Architectural Guidelines. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

(a) The Owner shall immediately cease the activity which constitutes a deviation or violation.

(b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 11.11. Hearing. An Owner applying under Section 11.08, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing unless the ACC shall extend said period because of the unavailability of ACC members. A hearing may be continued by the ACC for further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the

ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.13, below.

SECTION 11.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

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 ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant 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 and Complainant, if any, 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 ACC.

The Board may require the Owner or Complainant 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 ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, 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 Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity 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 ACC or the Board.

Upon receiving all 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, the Complainant, if any, and the ACC members 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.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which

event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 11.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the Architectural Guidelines or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner. Which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article X, above.

SECTION 11.14. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article X, above.

SECTION 11.15. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 11.13 and 11.14, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner or the Complainant and/or pursue

any other remedies available at law or in equity.

SECTION 11.16. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

ARTICLE XII. ANNEXATION

SECTION 12.01. Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association. As such annexed property is developed, the Grantor shall record an amendment to this Master Declaration with respect thereto which shall annex such property to the Subdivision and which may supplement this Master Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants or restrictions as are contained herein which the Grantor deems not appropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members.

SECTION 12.02. De-Annexation. The Grantor shall have the right to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII. MISCELLANEOUS

SECTION 13.01. Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2039, unless amended as hereafter provided. After December 31, 2039, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 13.02. Amendment. This Master Declaration may be amended as follows:

(a) **By Grantor.** Until the "Initial Development Period" is terminated by Grantor, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.

(b) **By Owners.** Except as otherwise expressly provided this Master

Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a majority of the total of the Class A votes and Class B votes cast by the Class A Members and the Class B Member, either in person or by proxy, at a meeting of the Members duly held for such purpose and/or by the approval in writing by the Member(s) entitled to a majority of the total of the Class A votes and the Class B votes. Such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 13.02 shall require the vote of seventy-five percent (75%) of the total of the Class A votes and the Class B votes cast by the Class A Members and the Class B Member, either in person or by proxy, at a meeting of the Members duly held for such purpose and/or by the approval in writing by the Member(s) entitled to a majority of the total of the Class A votes and the Class B votes. Such amendment to this Section shall be in the form of an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment to this Section has been approved as provided herein, and shall be effective upon its recordation with the Ada County Recorder.

SECTION 13.03. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe. The Association may charge a reasonable fee to Owner for copies and inspection time.

SECTION 13.04. Non-Waiver. The failure of the Grantor, the Association, the Board, or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 13.05. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 13.06. Indemnification of Board Members, Officers and ACC. Each member of the Board, each officer of the Association and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board, an officer of the Association or a member of the ACC, or any settlement thereof, whether or not said person is a member of the Board, an officer or a member of the ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board, the officer(s) or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior

thereto during the period the Grantor is exercising the powers of the Association.

SECTION 13.07. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed.

SECTION 13.08. Interpretation. The provisions of this Master Declaration shall be liberally construed and shall be construed and governed by the laws of the State of Idaho.

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 include the masculine, feminine or neuter.

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.

SECTION 13.09. Severability. Each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 13.10. Not a Partnership. The provisions of this Master Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Grantor.

SECTION 13.11. Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 13.12. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Master Declaration, the Grantor and/or any or all the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Master Declaration or provided by law.

SECTION 13.13. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Master Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 13.14. Attorney's Fees. In the event any person initiates or defends any legal

action or proceeding to interpret or enforce any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 13.15. Force Majeure. The period of time provided in this Master Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

SECTION 13.16. Assignment. If the Grantor conveys its title all or part of the Lots to a third party and designates in such conveyance that such party shall be the successor Grantor, then such successor Grantor shall have all duties, rights, powers and reservations of the Grantor contained in this Master Declaration upon the acceptance and recording of such conveyance.

SECTION 13.17. In the event the CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinance shall apply. The CC&R's are subject to all rules, regulations, laws and ordinances or all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of the CC&R's unlawful, then in such even that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

27 IN WITNESS WHEREOF, THE undersigned GRANTOR executes this DECLARATION this day of December, 2019.

PV WH FORSYTHIA LLC
A Delaware Limited Liability Company

By Craig D. Hammett

STATE OF IDAHO)

:ss.

County of Ada)

On this 27th day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig D. Hammett, known or identified to me to be an authorized agent of limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

[Signature]

NOTARY PUBLIC FOR Idaho
Residing at Meridian, Idaho
My Commission Expires 2/16/2024

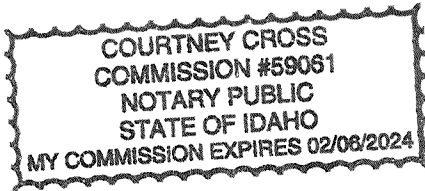


Exhibit A
The Property

Recorded Plat of Forsythia Place Subdivision, according to the official plat thereof filed in Book 115 of Plats at Pages 17237 through 17240 records of Ada County, Idaho

FORSYTHIA PLACE SUBDIVISION

PLAT SHOWING A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28, T.4N., R.2E., B.M.

BOISE CITY — COUNTY OF ADA — STATE OF IDAHO

NOTE:
SEE SHEET 1 FOR NOTES

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EASEMENT
- ACID STORM DRAIN EASEMENT
- ACID PERMANENT EASEMENT
- FOUND 5/8" IRON PIN WITH PLASTIC CAP, PLS 11463
- FOUND 2" PIPE
- SET 5/8" IRON PIN WITH ALUMINUM CAP, PLS 11463
- SET MAGNETIC COPPER CAP IN CONCRETE, PLS 11463
- △ CALCULATED POSITION
- ① LOT NUMBER
- P.O.B. POINT OF BEGINNING



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	76.03'	74.21'	S 67°57'22" E	43°33'41"
C2	100.00'	81.25'	79.03'	S 22°53'57" E	46°33'08"
C3	13.00'	19.92'	18.03'	N 43°31'49" W	87°48'51"
C4	121.50'	98.72'	96.02'	N 22°53'57" W	46°33'08"
C5	121.50'	89.71'	88.02'	N 16°03'30" W	32°52'15"
C6	121.50'	29.01'	28.94'	N 39°20'05" W	13°40'52"
C7	121.50'	29.38'	29.69'	N 67°57'22" W	43°33'41"
C8	121.50'	29.69'	29.61'	N 53°10'31" W	14°00'00"
C9	121.50'	40.15'	39.97'	N 69°38'31" W	18°55'59"
C10	121.50'	22.54'	22.51'	N 84°25'21" W	10°37'42"
C11	15.00'	23.62'	21.25'	N 44°37'38" W	50°13'08"
C12	78.50'	55.75'	54.59'	S 69°23'28" E	40°41'28"
C13	78.50'	3.93'	3.93'	S 47°38'38" E	205°21'29"
C14	78.50'	69.68'	58.28'	S 67°57'22" E	43°33'41"
C15	78.50'	63.78'	62.04'	S 22°53'57" E	46°33'08"
C16	1507.00'	50.02'	50.02'	N 88°04'47" W	1°54'08"
C17	1507.00'	25.98'	25.98'	N 89°30'22" W	0°59'18"
C18	123.50'	21.33'	21.30'	S 85°03'07" W	9°53'45"
C19	1507.00'	23.43'	23.43'	N 87°34'28" W	0°53'27"
C20	1507.00'	26.59'	26.59'	N 88°31'31" W	1°00'39"

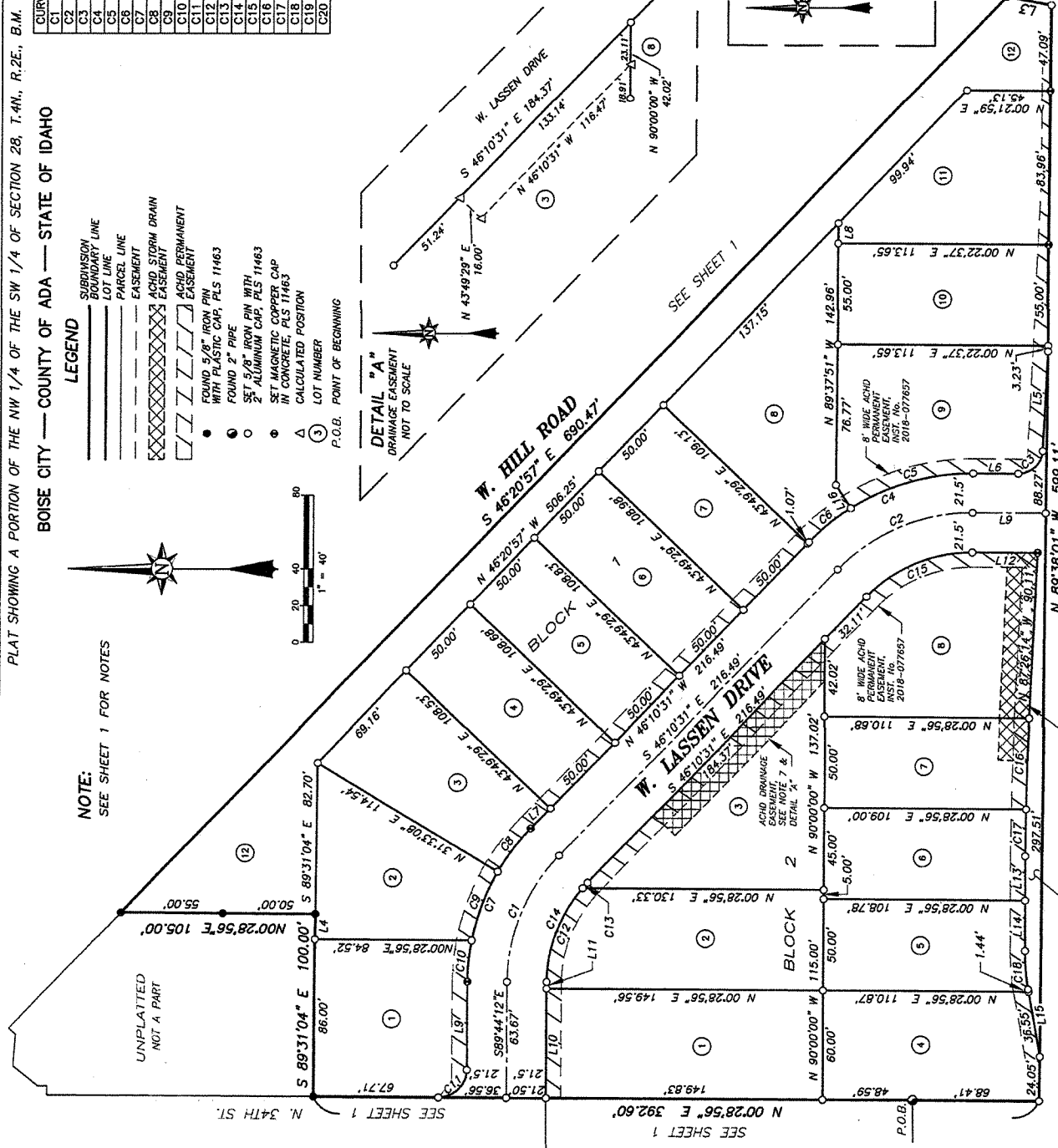
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°23'43" E	35.59'
L2	S 00°28'16" W	37.85'
L3	S 11°02'13" W	24.43'
L4	S 89°31'04" E	14.00'
L5	N 87°28'14" E	54.31'
L6	N 00°22'37" E	24.44'
L7	N 45°16'31" W	15.42'
L8	N 89°37'51" W	11.19'
L9	N 89°44'12" W	48.53'
L10	S 89°44'12" E	60.00'
L11	S 00°22'37" E	3.75'
L12	S 00°22'37" E	35.32'
L13	N 80°00'00" W	24.02'
L14	S 80°00'00" W	27.38'
L15	S 80°08'15" W	37.99'
L16	S 57°30'21" W	15.10'

DETAIL "A"
DRAINAGE EASEMENT
NOT TO SCALE

DETAIL "B"
DRAINAGE EASEMENT
NOT TO SCALE

11463
PLS 11463
STATE OF IDAHO
NATHAN J. DONGA
P.L.S. 11463



Accurate Surveying & Mapping

1602 W. Hays St., Suite 306
Boise, Idaho 83702
(208) 488-4227
www.accuratesurveyors.com

JOB NO. 18-131
DRAWN BY: PGLZ
SHEET: 2 OF 4

FORSYTHIA PLACE SUBDIVISION

PLAT SHOWING A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28, T.4N., R.2E., B.M.

BOISE CITY — COUNTY OF ADA — STATE OF IDAHO

CERTIFICATE OF OWNERS

KNOW ALL PERSONS BY THESE PRESENTS, THAT GURU DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE REAL PROPERTY DESCRIBED BELOW AND IT IS SAID COMPANY'S INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS CAP MONUMENT AT THE QUARTER CORNER COMMON TO SECTIONS 28 AND 29, T.4N., R.2E., B.M., FROM WHICH THE FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 28 BEARS SOUTH 00° 38' 17" WEST A DISTANCE OF 2846.20 FEET; THENCE SOUTH 00° 36' 17" WEST ALONG THE LINE COMMON TO SAID SECTIONS 28 AND 29 FOR A DISTANCE OF 1129.03 FEET; THENCE SOUTH 89° 45' 43" EAST FOR A DISTANCE 678.55 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST CORNER OF THE FOUND 2 INCH DIAMETER IRON PIPE AT THE SOUTHWEST CORNER OF THE SUEZ WATER DEED, AS DESCRIBED IN INSTRUMENT NO. 285-404, RECORDS OF ADA COUNTY, IDAHO, TO THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF THE LANDS OF RENK AS DESCRIBED IN THAT DEED RECORDED AS INSTRUMENT NO. 9287620, RECORDS OF ADA COUNTY NORTH 00° 28' 26" EAST FOR A DISTANCE OF 324.19 FEET TO A FOUND 5/8TH INCH IRON PIN LABELED PLS 11463 AT THE CORNER COMMON TO PARCEL A AND PARCEL B AS SHOWN ON RECORD OF SURVEY NO. 8780, SAID RECORDS OF ADA COUNTY;

THENCE ALONG THE LINE COMMON TO SAID PARCELS A AND B, SOUTH 89° 31' 04" EAST FOR A DISTANCE OF 100.00 FEET TO A FOUND 5/8TH INCH IRON PIN LABELED PLS 11463;

THENCE CONTINUING ALONG SAID COMMON LINE, NORTH 00° 28' 56" EAST FOR A DISTANCE OF 105.00 FEET TO A FOUND 5/8TH INCH IRON PIN LABELED PLS 11463 ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WEST HILL ROAD;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 46° 20' 57" EAST FOR A DISTANCE OF 690.47 FEET TO A SET 5/8TH INCH IRON PIN LABELED PLS 11463 AT THE INTERSECTION OF WEST HILL ROAD AND WEST FORSYTHIA STREET;

THENCE, SOUTH 11° 02' 13" WEST FOR A DISTANCE OF 24.42 FEET TO A SET 5/8TH IRON PIN LABELED PLS 11463 ON THE NORTHERLY RIGHT-OF-WAY OF WEST FORSYTHIA STREET;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89° 38' 01" WEST FOR A DISTANCE OF 599.11 FEET TO A SET 5/8TH INCH IRON PIN LABELED PLS 11463 AT THE SOUTHWEST CORNER OF SAID LANDS OF RENK;

THENCE ALONG THE WESTERLY LINE OF SAID LANDS, NORTH 00° 28' 56" EAST FOR A DISTANCE OF 68.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.914 ACRES, MORE OR LESS.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS KNOWN TO THE PUBLIC ARE HEREBY DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS. ALL LOTS WITHIN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER FROM SUEZ WATER, IDAHO, AND SUEZ WATER IDAHO HAS AGREED IN WRITING TO SERVE ALL LOTS, PER IDAHO CODE 90-1334.

Boise, IDAHO
TISON WISE, GOVERNOR

7/24/2012
DATE

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS
ON THIS 24th DAY OF July, IN THE YEAR 2012, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED TISON WISE, KNOWN OR UNKNOWN TO ME, AND HE HAS ACKNOWLEDGED THE INSTRUMENT ON BEHALF OF GURU DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME EXECUTED THE SAME.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Nathan J. Dang

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
MY COMMISSION EXPIRES 5/31/14
RESIDING IN ADA County, IDAHO



CERTIFICATE OF SURVEYOR

I, Nathan J. Dang, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Code of Regulations and Filing Act, Idaho Code 55-1601 through 55-1612.



Nathan J. Dang,
P.L.S. 11463

Table with 2 columns: Field Name, Value. JOB NO. 18-131, DRAWN BY: PGL2, SHEET: 3 OF 4.

Accurate Surveying & Mapping



1802 W. Hays St., Suite 306
Boise, Idaho 83702
(208) 863-4198
www accuratesurveyors.com

FORSYTHIA PLACE SUBDIVISION

PLAT SHOWING A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28, T.4N., R.2E., B.M.

BOISE CITY — COUNTY OF ADA — STATE OF IDAHO

CERTIFICATE OF ADA COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR 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.

Surveyor's Name: *James S. Hastings*
ADA COUNTY SURVEYOR PLS 5359
DATE: 11-21-2018



ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 18th DAY OF November 2018.



Signature: *[Signature]*
DATE: 11/12/18
PRESIDENT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT REGULAR MEETING OF THE CITY COUNCIL HELD THE 17th DAY OF May 2018 THIS PLAT WAS ACCEPTED AND APPROVED.



Signature: *[Signature]*
BOISE CITY CLERK
Chief Deputy
DATE: 11-6-2018

CERTIFICATE OF CENTRAL DISTRICT HEALTH DEPARTMENT

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



Signature: *[Signature]*
CENTRAL DISTRICT HEALTH DEPARTMENT
DATE: 8-11-18

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY ACCEPT AND APPROVE THIS PLAT AND CERTIFY THAT IT IS IN ACCORDANCE WITH BOISE SUBDIVISION ORDINANCE RELATING TO SUBMISSION PLATS.

Signature: *[Signature]*
CITY ENGINEER
DATE: 11-13-18

CERTIFICATE OF THE COUNTY TREASURER

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

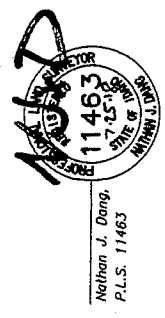


Signature: *[Signature]*
ADA COUNTY TREASURER
Signed by Deputy Treasurer: *[Signature]*
DATE: 11-21-2018

COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO } SS
ADA COUNTY }
INSTRUMENT NUMBER: 2018-111740
FILED FOR RECORD AT THE REQUEST OF ACCURATE SURVEYING & MAPPING
ON 11-21-2018 AT 10:00 A.M. THIS
PLAT BEING FILED IN THE OFFICE OF THE COUNTY CLERK OF
ADA COUNTY.

EX-OFFICIO RECORDER: *[Signature]*
DEPUTY: *[Signature]*
FEE: \$21.00



Accurate Surveying & Mapping
1002 W. Hays St., Suite 300
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Table with 2 columns: Field Name, Value. JOB NO. 18-131, DRAWN BY: PCL2, SHEET: 4 OF 4.

Exhibit A

Bk 115 Pg 17237

FORSYTHIA PLACE SUBDIVISION

PLAT SHOWING A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28, T.4N., R.2E., B.M.
BOISE CITY — COUNTY OF ADA — STATE OF IDAHO
2018

NOTES:

1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
2. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE.
3. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A TEN (10) FOOT WIDE DRAINAGE, IRRIGATION AND BOISE CITY STREET LIGHT EASEMENT.
4. A FIVE (5) FOOT WIDE EASEMENT IS HERBY RESERVED ADJACENT TO ALL INTERIOR LOT LINES FOR PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE A TEN (10) FOOT WIDE EASEMENT IS HEREBY RESERVED ADJACENT TO ALL REAR LOT LINES AND THE SUBDIVISION BOUNDARY FOR PUBLIC AND PRIVATE UTILITIES, AND IRRIGATION.
5. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY PLANNING AND ZONING ORDINANCE.
6. PER IDAHO CODE 31-3805(2), ITS PROVISIONS THAT APPLY TO IRRIGATION WATER AND CONCERNING IRRIGATION RIGHTS, TRANSFER AND DISCLOSURE OF THE PROPERTY LIES IN THE BOISE CITY CANAL COMPANY IRRIGATION DISTRICT. THE IRRIGATION DISTRICT WILL NOT BE PROVIDING IRRIGATION WATER TO THE LOTS OF THIS SUBDIVISION. IRRIGATION WATER WILL BE SUPPLIED BY PRESSURE IRRIGATION FROM SUEZ WATER IDAHO.
7. A PORTION OF LOTS 3, 7, & 8, BLOCK 2, ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE MASTER PERAPALUA STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT No. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
8. DIRECT LOT OR PARCEL ACCESS TO W. HILL ROAD IS PROHIBITED.
9. LOT 12, BLOCK 1 IS DESIGNATED AS A COMMON
10. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A SIXTEEN (16) FOOT WIDE PUBLIC UTILITIES EASEMENT.
11. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TEMPORARY LICENSE AGREEMENT INSTRUMENT NUMBERS 2018-075501 & 2018-081796.

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT
- 10' EASEMENT PER NOTE No.3
- CENTERLINE
- FOUND 3 1/2" BRASS CAP MONUMENT IN ASPHALT
- FOUND 2" ALUMINUM CAP IN ASPHALT
- FOUND 1/2" IRON PIN WITH PLASTIC CAP, PLS 11463
- FOUND 1/2" IRON PIN WITH PLASTIC CAP, PLS AS NOTED
- SET 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463
- FOUND 2" PIPE
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- LOT NUMBER
- ORIGINAL PLATTED LOT NUMBER
- CUSHMAN HEIGHTS SUBDIVISION
- ORIGINAL PLATTED LOT NUMBER
- SCENIC COVE SUBDIVISION
- MITTON SUBDIVISION
- ORIGINAL PLATTED LOT NUMBER
- ROBERT JONES SUBDIVISION
- BLASER SUBDIVISION

- 15
- 2
- 8
- 10
- 3

BASIS OF BEARING

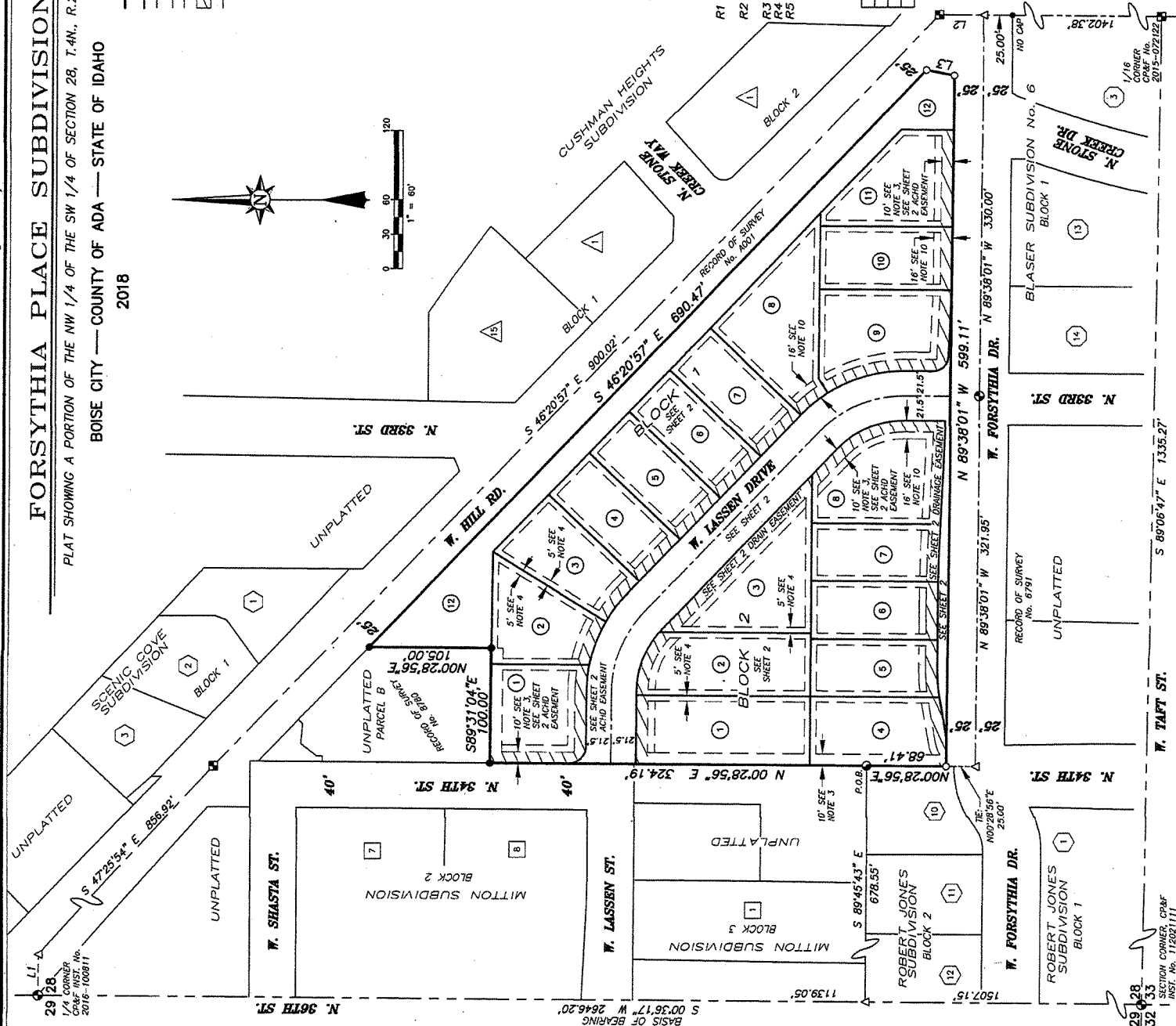
N 0736'17" E BETWEEN FOUND MONUMENT TO SECTION 28, CORNER COMMON TO SECTION 28, 29, 32, 33 AND THE WEST 1/4 CORNER OF SECTION 28.

REFERENCES

- R1 = MITTON SUBDIVISION, PAGE 935 BOOK 14 OF PLATS,
- R2 = ROBERT JONES SUBDIVISION, BOOK 38 OF PLATS, PAGE 3182
- R3 = RECORD OF SURVEY No. 8780
- R4 = RECORD OF SURVEY No. 8771
- R5 = RECORD OF SURVEY No. 4001

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°23'43" E	35.59'
L2	S 00°25'16" W	37.85'
L3	S 11°02'13" W	24.42'



Nathan J. Dang,
P.L.S. 11463

**Accurate
Surveying &
Mapping**



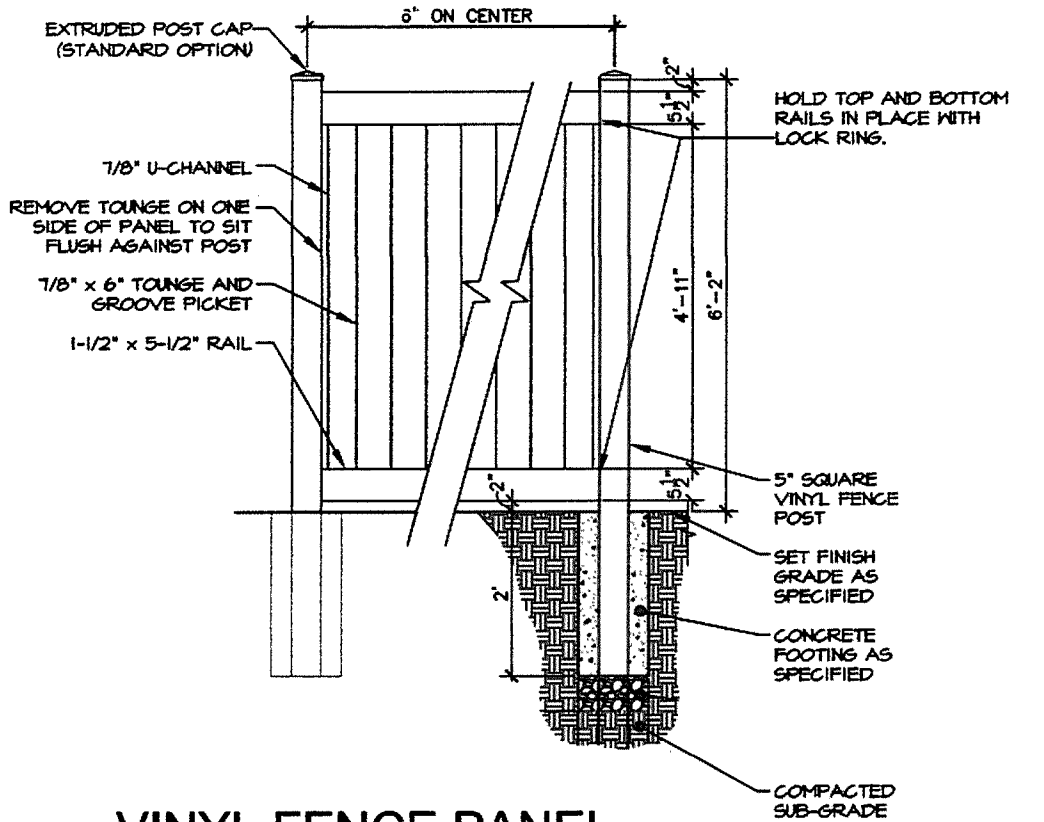
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JOB NO. 18-131	DRAWN BY: PGL2	SHEET: 1 OF 4
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29 28
32 33
SECTION CORNER, GR&F
INST. No. 112021111

Exhibit B
Homeland's Everguard Privacy Vinyl Fence

Provided By: Meridian Fence LLC.



VINYL FENCE PANEL

SCALE: 1/2" = 1'-0"

Style Name: Estate Privacy Tongue & Groove Picket Fence

Specifications:

Rails: 1.5" x 5.5" pocket rails (top and bottom)

Pickets: 7/8" x 6" Tongue & Groove

Posts: 5" x 5" x 96"

Caps: 5" x 5" pyramid

U-channel: 7/8"

Color: Tan

Preferred Installer: **Meridian Fence LLC.**