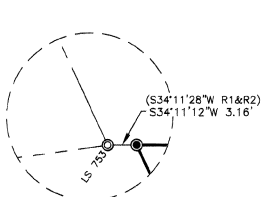
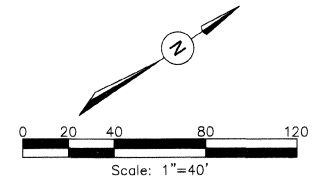
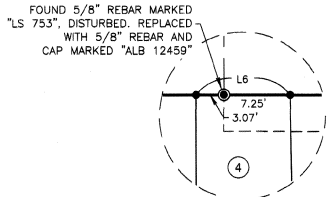


# PLAT OF LARKIN VILLAGE SUBDIVISION

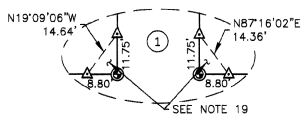
A PORTION OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 EAST,  
BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO  
2018



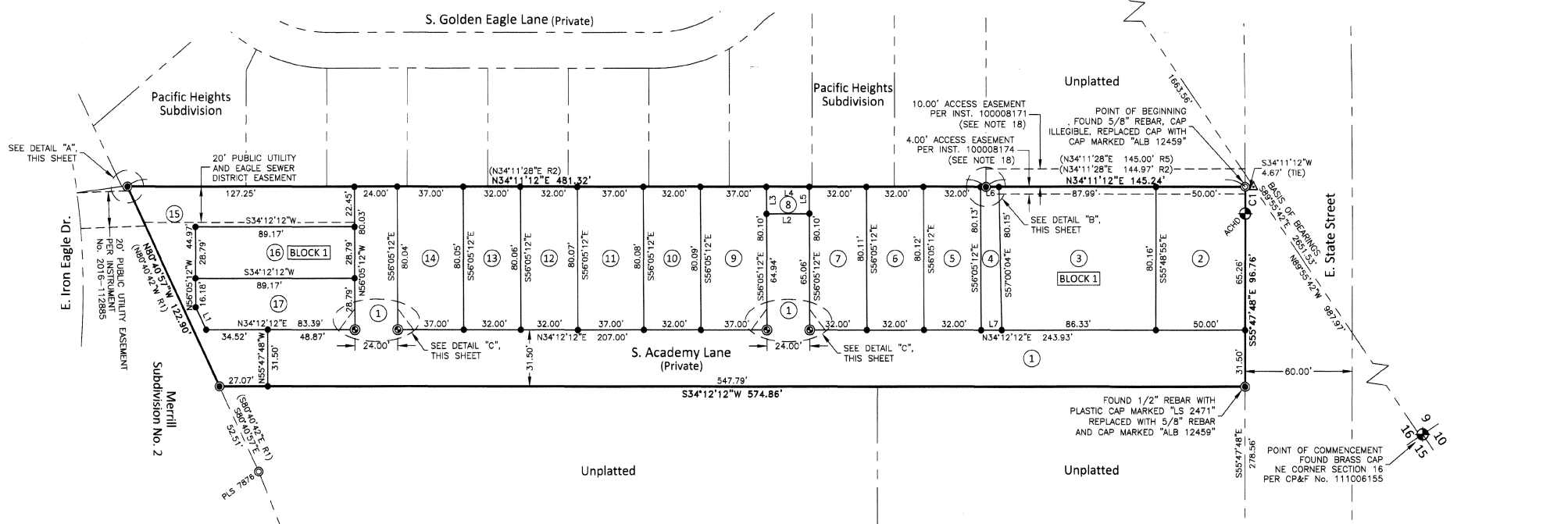
DETAIL "A"  
SCALE: 1"=10'



DETAIL "B"  
SCALE: 1"=10'



DETAIL "C"  
NOT TO SCALE



**SHEET INDEX**

- SHEET 1 - SUBDIVISION PLAT
- SHEET 2 - NOTES AND CERTIFICATE OF OWNERS
- SHEET 3 - CERTIFICATES AND APPROVALS

**REFERENCES**

- R1. MERRILL SUBDIVISION No. 2, BOOK 79, PAGES 8490-8494, RECORDS OF ADA COUNTY, IDAHO.
- R2. PACIFIC HEIGHTS SUBDIVISION, BOOK 81, PAGES 8876-8877, RECORDS OF ADA COUNTY, IDAHO.
- R3. RECORD OF SURVEY No. 781, RECORDS OF ADA COUNTY, IDAHO.
- R4. RECORD OF SURVEY No. 1186, RECORDS OF ADA COUNTY, IDAHO.
- R5. RECORD OF SURVEY No. 4887, RECORDS OF ADA COUNTY, IDAHO.
- R6. RECORD OF SURVEY No. 8301, RECORDS OF ADA COUNTY, IDAHO.

**LEGEND**

- FOUND BRASS CAP, AS NOTED
- FOUND 5/8" REBAR AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET BRASS PLUG (WITH MAGNET INSERT) MARKED "ALB 12459"
- CALCULATED POINT
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- EASEMENT LINE

**LINE TABLE**

LINE	DISTANCE	BEARING
L1	13.89	N80°40'59"W
L2	24.00	N33°54'48"E
L3	15.16	S56°05'12"E
L4	24.00	N34°11'12"E
L5	15.04	S56°05'12"E
L6	10.32	N34°11'12"E
L7	11.60	N34°12'12"E

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	6551.05'	14.92'	0°07'50"	S55°53'52"E	14.92'

Owner/Developer  
**PARADIGM CONSTRUCTION  
COMPANY, LLC**  
Eagle, ID



BK 114 page 1698

# PLAT OF LARKIN VILLAGE SUBDIVISION

## CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PORTION OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 16, WHICH BEARS S89°55'42"E A DISTANCE OF 2,651.53 FEET FROM A FOUND BRASS CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 16, THENCE FOLLOWING THE NORTHERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 16, N89°55'42"W A DISTANCE OF 987.97 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY LINE, S34°11'12"W A DISTANCE OF 4.67 FEET TO A FOUND 5/8-INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E. STATE STREET AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, 14.92 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 6,551.05 FEET, A DELTA ANGLE OF 00°07'50", A CHORD BEARING OF S55°53'52"E AND A CHORD DISTANCE OF 14.92 FEET TO A FOUND BRASS CAP;

THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, S55°47'48"E A DISTANCE OF 96.78 FEET TO A SET 5/8-INCH REBAR; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S34°12'12"W A DISTANCE OF 574.86 FEET TO A SET 5/8-INCH REBAR ON SUBDIVISION BOUNDARY LINE OF MERRILL SUBDIVISION No. 2 (A SUBDIVISION ON FILE IN BOOK 79 OF PLATS AT PAGES 8490-8494, RECORDS OF ADA COUNTY, IDAHO);

THENCE FOLLOWING SAID SUBDIVISION BOUNDARY LINE, N80°40'57"W (FORMERLY N80°40'42"W) A DISTANCE OF 122.90 FEET TO A SET 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID MERRILL SUBDIVISION No. 2 AND BEING ON THE EASTERLY SUBDIVISION BOUNDARY LINE OF PACIFIC HEIGHTS SUBDIVISION (A SUBDIVISION ON FILE IN BOOK 81 OF PLATS AT PAGES 8676-8677, RECORDS OF ADA COUNTY, IDAHO);

THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE OF MERRILL SUBDIVISION No. 2 AND FOLLOWING SAID EASTERLY SUBDIVISION BOUNDARY LINE OF PACIFIC HEIGHTS SUBDIVISION, N34°11'12"E (FORMERLY N34°11'28"E) A DISTANCE OF 481.32 FEET TO A SET 5/8-INCH REBAR MARKING THE NORTHEAST CORNER OF LOT 14, BLOCK 1 OF SAID PACIFIC HEIGHTS SUBDIVISION; THENCE LEAVING SAID EASTERLY SUBDIVISION BOUNDARY LINE, N34°11'11"E A DISTANCE OF 145.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.539 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PRIVATE ROADS AND THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID PRIVATE ROADS AND EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN OR STATED ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM EAGLE WATER COMPANY, INC. AND EAGLE WATER COMPANY, INC. HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

MATT KNICKREHM, MANAGER  
PARADIGM CONSTRUCTION COMPANY, LLC

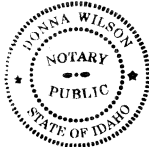
## ACKNOWLEDGMENT

STATE OF IDAHO )  
ADA COUNTY ) SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON August 10<sup>th</sup>, 2018, BY MATT KNICKREHM, AS MANAGER OF PARADIGM CONSTRUCTION COMPANY, LLC.

  
SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 5-6-2022



## CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF LARKIN VILLAGE SUBDIVISION AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

AARON L. BALLARD, P.L.S. 12459



## NOTES

- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF EAGLE CODE IN EFFECT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT, OR AS OTHERWISE APPROVED IN THE DEVELOPMENT AGREEMENT (RECORDED AS INSTRUMENT No. 2017-082149, RECORDS OF ADA COUNTY, IDAHO) ASSOCIATED WITH RZ-16-16 AND MEET ALL OF THE REQUIREMENTS OF PP-10-16, DR-34-17, DR-35-17 AND ANY SUBSEQUENT MODIFICATIONS.
- DEVELOPMENT OF THIS PROPERTY SHALL BE IN CONFORMANCE WITH THE CITY OF EAGLE ZONING ORDINANCE OR AS PER THE APPLICABLE APPROVED DEVELOPMENT AGREEMENT ASSOCIATED WITH RZ-16-16, PP-10-16, DR-34-17, DR-35-17 AND ANY SUBSEQUENT MODIFICATIONS.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- DIRECT LOT ACCESS TO E. STATE STREET IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY THE ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF EAGLE.
- IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE SECTION 31-3805(2), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE DEVELOPER. THIS SUBDIVISION HAS NOT BEEN EXCLUDED FROM THE NEW UNION DITCH COMPANY AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY NEW UNION DITCH COMPANY.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- LOTS 1, 2, 4, 8 AND 15, BLOCK 1, ARE COMMON LOTS. THESE COMMON LOTS AND THE PRESSURIZED IRRIGATION SYSTEM (PRESSURIZED IRRIGATION WATER BEING PROVIDED BY EAGLE WATER COMPANY, INC.) SHALL BE OWNED AND MAINTAINED BY THE LARKIN VILLAGE HOMEOWNER'S ASSOCIATION, OR ASSIGNS.
- LOT 1, BLOCK 1 IS SUBJECT TO A BLANKET UTILITY EASEMENT FOR EAGLE SEWER DISTRICT AND EAGLE WATER COMPANY, INC. FACILITIES, HOMEOWNER'S ASSOCIATION PRESSURIZED IRRIGATION, PUBLIC UTILITIES AND STORM WATER DRAINAGE. LOT OWNER'S WITHIN THIS SUBDIVISION HAVE THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER SAID LOT 1, BLOCK 1 AND SAID PERPETUAL EASEMENT SHALL RUN WITH THE LAND.
- LOT 1, BLOCK 1 IS A PRIVATE ROAD AND MAINTENANCE FOR SAID LOT IS AS PROVIDED FOR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. THE RESTRICTIVE COVENANT FOR MAINTENANCE OF THE PRIVATE ROAD CANNOT BE MODIFIED AND THE HOMEOWNER'S ASSOCIATION CANNOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF EAGLE.
- ALL FRONT LOT LINES COMMON TO THE PRIVATE RIGHTS-OF-WAY (LOT 1, BLOCK 1) CONTAIN A 12.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, HOMEOWNER'S ASSOCIATION STREET LIGHTS AND HOMEOWNER'S ASSOCIATION IRRIGATION AND DRAINAGE, UNLESS OTHERWISE SHOWN.
- ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE HOMEOWNER'S ASSOCIATION IRRIGATION AND DRAINAGE EASEMENT UNLESS OTHERWISE SHOWN.
- ALL INTERIOR LOT LINES CONTAIN A 3.00 FOOT WIDE EASEMENT ON BOTH SIDES FOR HOMEOWNER'S ASSOCIATION IRRIGATION AND DRAINAGE UNLESS OTHERWISE SHOWN.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE.
- THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 2018-055277 OF ADA COUNTY RECORDS.
- THE ACCESS EASEMENTS PER INSTRUMENT No. 100008171 AND 100008174 SHALL REMAIN IN PLACE FOR LOT 3, BLOCK 1, SHOWN HEREON, AND ADJACENT PARCEL DESCRIBED IN SAID INSTRUMENTS.
- PORTIONS OF LOTS 7, 9, 14 AND 17, BLOCK 1 ARE SUBJECT TO VEHICULAR INGRESS-EGRESS EASEMENTS AS SHOWN HEREON. MAINTENANCE FOR THE ROADWAY IMPROVEMENTS WITHIN THESE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LARKIN VILLAGE HOMEOWNER'S ASSOCIATION.

Owner/Developer  
**PARADIGM CONSTRUCTION  
COMPANY, LLC**  
Eagle, ID



# PLAT OF LARKIN VILLAGE SUBDIVISION

### CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

Chris M. Coats 7-25-2018  
EAGLE CITY ENGINEER PE 16745

### APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR CITY OF EAGLE, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13 DAY OF February, 2018, THIS FINAL PLAT WAS APPROVED AND ACCEPTED.



Jacqui E. Johnson for Shanna K. Bergman  
CITY CLERK 7/26/18  
EAGLE, IDAHO

### ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 29th DAY OF March, 2018.



B. Brak  
PRESIDENT  
ADA COUNTY HIGHWAY DISTRICT

### CERTIFICATE OF COUNTY SURVEYOR

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

Jerren L. Hastings  
ADA COUNTY SURVEYOR  
PL 5 5359



8-13-2018  
DATE

### HEALTH CERTIFICATE

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

Wendy H. Lewis HEALTH OFFICER



3/7/18  
DATE

### CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-130B, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



Elizabeth Mahn  
COUNTY TREASURER  
by Deputy Treasurer  
Alex Perez

8-13-18  
DATE

### CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF LARKIN VILLAGE SUBDIVISION WAS FILED AT THE REQUEST OF KM Engineering AT 55 MINUTES PAST 2 O'CLOCK P.M., THIS 13th DAY OF Aug, 2018 A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK 114 OF PLATS AT PAGES 16937 THRU 16939.

INSTRUMENT NUMBER 2018-076527.

Christina D. Rich  
DEPUTY

Christina D. Rich  
EX-OFFICIO RECORDER

FEE: \$ 16.00

Owner/Developer  
**PARADIGM CONSTRUCTION  
COMPANY, LLC**  
Eagle, ID



ENGINEERS · SURVEYORS · PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

ADA COUNTY RECORDER Christopher D Rich  
BOISE IDAHO Pgs=22 CHE FOWLER  
KM ENGINEERING

**2018-076529**  
08/13/2018 02:57 PM  
AMOUNT \$73.00



00530701201800765290220226

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
FOR  
LARKIN VILLAGE**

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR LARKIN VILLAGE**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Larkin Village (this “**Declaration**”) is made effective as of the date this Declaration is recorded in the real property recorded of Ada County, Idaho (the “**Effective Date**”), by Paradigm Construction Company LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text hereof are defined in Article 1.

WHEREAS, Grantor owns those certain residential and common area lots legally described as follows (collectively, the “**Community**”):

Lot 1 through 2 and Lots 4 through 16, in Block 1 of Larkin Village Subdivision, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book 114 of Plats at Pages 14937-14939, Instrument No. 2018-076527.

WHEREAS, Grantor desires to execute and record this Declaration to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Community.

NOW, THEREFORE, Grantor hereby declares that the Community, and each Lot or portion therein, is and must be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which is hereby declared to be in furtherance of a general plan to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Community and to ensure a well-integrated, high quality development.

This Declaration: (a) runs with the land and is binding upon any person or entity having or acquiring any right, title, or interest in any Lot or portion of the Community; (b) inures to the benefit of every Lot or portion of the Community; and (c) inures to the benefit of and is binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot or portion of the Community, and their successors, heirs, and assigns.

**ARTICLE 1  
DEFINITIONS**

“**ACHD**” means the Ada County Highway District.

“**Articles**” mean the Articles of Incorporation of the Association.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs incurred in collecting the same, including without limitation attorneys’ fees.

“**Association**” means the Larkin Village Association, Inc., an Idaho nonprofit corporation.

“**Board**” means the Board of Directors of the Association.

**“Budget”** has the meaning set forth in Section 4.5.

**“Bylaws”** mean the Bylaws of the Association.

**“Common Area”** means: (a) Lots 1, 2, 4, 8 and 15 in Block 1 of the Community according to the Plat, and that certain Grant of Utility Easement conveyed from Bayshores Development Co., LLC to Paradigm Construction Company LLC, recorded in the real property records of Ada County on November 21, 2016 as Instrument No. 2016-112885, incorporated herein by reference; (b) real or personal property, if any, held by or for the benefit of the Association, including without limitation storage facilities, recreational facilities, and open spaces (including paths, greenbelts, and other areas that may also be open to the Owners and/or the general public); and (c) leases, licenses, and other use rights or agreement rights, if any, for amenities or facilities held by or for the benefit of the Association from time-to-time.

**“Community”** has the meaning set forth in the opening recitals to this Declaration, along with such additional real property as may be annexed pursuant to the terms of this Declaration.

**“Community Documents”** means this Declaration, the Articles, the Bylaws, the Community Rules, and any other procedures, rules, regulations, or policies adopted under such documents by the Association. In the event of any conflict between this Declaration and any other of the Community Documents, this Declaration controls.

**“Community Rules”** has the meaning set forth in Section 2.6.1.

**“Declaration”** means this Declaration of Covenants, Conditions, Restrictions, and Easements for Larkin Village, as amended and supplemented from time to time.

**“Effective Date”** has the meaning set forth in the opening recitals to this Declaration.

**“Expenses”** has the meaning set forth in Section 4.2.

**“Fine”** means a sum imposed by the Board as punishment for any violation of the Community Documents. A Fine must not include any sums to be recovered as reimbursement for expenses incurred to cure or remedy any violation of the Community Documents. A Fine cannot be imposed in violation of Idaho Code § 55-115. Once a Fine is imposed in accordance with Idaho Code § 55-115, the Association may levy a Limited Assessment against the Owner therefore in accordance with Article 4.

**“Grantor”** has the meaning set forth in the opening recitals to this Declaration.

**“Improvement”** means any structure, facility, system, or object, whether permanent or temporary, which is installed, constructed, placed upon, or allowed on, under, or over any portion of the Community.

**“Initial Development Period”** has the meaning set forth in Section 8.1.

**“Irrigation System”** means each Owner’s system for delivering irrigation water to such Owner’s Lot, as further described in Section 3.9 hereof. Each Owner’s Irrigation System connects to the public water utility and includes all pipes, sprinklers, controls, or other equipment located within such Owner’s Lot.

**“Limited Assessment”** means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred by the Association in connection with corrective



action or maintenance, repair, replacement or operation activities performed pursuant to the provisions of this Declaration.

“**Lot**” means any lot depicted on the Plat. For voting, membership, and Assessment purposes throughout the Community Documents, the term Lot does not include any real property owned by the Association as Common Area.

“**Lot 3**” means Lot 3 in Block 1 of the Plat. Lot 3 is not a part of the Community, but Lot 3 is an express third-party beneficiary of provision of this Declaration as provided in Section 13.9.

“**Mortgage**” means any mortgage, deed of trust, or other document pledging any portion of the Community or interest therein as security for the payment of a debt or obligation.

“**Occupant**” means any person that resides within a dwelling structure located on a Lot.

“**Owner**” means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

“**Plat**” means any subdivision plat covering any portion of the Community as recorded in the Ada County Recorder’s Office, and all amendments thereto.

“**Regular Assessment**” means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association, and the Regular Assessment is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

“**Released Party**” has the meaning set forth in Section 2.8.

“**S. Academy Lane**” is Lot 1 in Block 1 of Larkin Village Subdivision, which is a private street established pursuant to Eagle City Code § 9-3-2-5, and which is also governed by Section 6.2 of this Declaration.

“**Special Assessment**” means that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

## ARTICLE 2 THE LARKIN VILLAGE ASSOCIATION

**2.1 Organization of the Association.** Grantor has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

**2.2 Membership.** Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, is a member of the Association, and an Owner cannot have more than one membership per Lot in the Association. Memberships in the Association are appurtenant to, and cannot be separated from, ownership of a Lot. Membership in the Association cannot be transferred, pledged, assigned, or alienated in any way except upon the transfer of the Lot that such membership is appurtenant to. Any attempt to make a prohibited membership transfer is void and will not be reflected on the books of the Association.

2.3 **Membership Meetings; Voting.** The Association must hold an annual meeting of the members and periodic special meetings of the members as set forth in the Bylaws. Each Owner is entitled to one vote as a member in the Association for each Lot owned by that Owner (subject to Grantor's proxy rights during the Initial Development Period as more fully set forth in Section 8.2).

2.4 **Board of Directors.** The business and affairs of the Association are managed by the Board. The Board will consist of three (3) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion. After the Initial Development Period, the Owners have the right to elect, remove, and replace directors as provided in the Bylaws. Any vacancy on the Board may be filled by majority vote of the remaining Directors, through a special election at any meeting of the Board.

2.5 **Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any person or entity to act as manager. The Association may employ or contract for the services of a professional manager or management company to manage the day-to-day affairs of the Association.

2.6 **Powers of the Association.** The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.6.1 ***Community Rules.*** The power and authority to adopt, amend, and repeal such rules and regulations as the Association deems reasonable and appropriate to govern the Community, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Community Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association (the "**Community Rules**"). Except when inconsistent with this Declaration, the Community Rules have the same force and effect as if they were set forth in and were made a part of this Declaration.

2.6.2 ***Common Area.*** The power and authority to acquire and dispose of, and the duty to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Community; provided, however, except as permitted under Section 2.6.5 hereof, no interest in the Common Area can be disposed of without the approval by the vote or written consent of Owners representing more than sixty-six percent (66%) of the total voting power in the Association.

2.6.3 ***Improvements.*** The power and authority to construct, install, maintain, repair, replace, and operate any Improvements in any Common Area, any public right-of-way serving the Community or any other location deemed by the Board to benefit the Community.

2.6.4 ***Entry onto Lots.*** The power and authority to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry must be made with as little inconvenience to the Owner of such Lot as practical under the circumstances, and any damage caused thereby must be repaired by and at the expense of the Association.

2.6.5 ***Licenses, Easements and Rights-of-Way.*** The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for: (a) the orderly maintenance, preservation, or enjoyment of the Common Area; (b) the preservation of the health, safety, convenience, and the welfare of the

Community, including without limitation the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

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

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

2.6.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, or landscaping abutting Common Areas, public and private streets, or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.6.6 Reserves. The power and authority to establish and fund such operating and capital reserves as the Board deems necessary or prudent.

2.6.7 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

2.6.8 Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Community Documents. The power of enforcement includes:

2.6.8.1 The right to remove, alter, rebuild, or restore any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Community Documents. If such Improvements are located on a Lot, the Association must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the Improvements must immediately reimburse the Association for all expenses incurred with such removal.

2.6.8.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Community Documents.

2.6.8.3 The right to perform any duty or obligation of an Owner under the Community Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

2.6.8.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or applicable law.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.6.9 *Insurance.* The power and authority to obtain such bonds and insurance as may be required by applicable law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or Improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance, and fidelity bonds. Unless otherwise authorized by Grantor, the Association must procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

2.6.9.1 Casualty insurance on all insurable personal property and Improvements owned by the Association or for which the Association bears risk of loss, which insurance must be for the full replacement cost thereof without optional deductibles;

2.6.9.2 Worker's compensation insurance and employer's liability coverage as required by law;

2.6.9.3 Broad form comprehensive public liability insurance insuring the Association, the Board, and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance must be for not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars (\$1,000,000) per occurrence with respect to property damage; and

2.6.9.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

2.6.10 *Entitlement Obligations.* The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Community, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association, such as plat notes, development agreements, or conditions of approval.

2.6.11 *Financing.* The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), or any similar entity.

2.6.12 *Estoppel Certificates.* The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of such Owner's Lot, but only to the extent such prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

2.6.13 *Improvements in the Public Right-of-Way.* The power and authority to enter into license and easement agreements with ACHD (or assume the duties and obligations under any such license and easement agreements entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

2.6.14 *Other.* Such other and further powers as the Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Community Documents and applicable law.

2.7 **Association Records; Owner Inspection.** The Association must keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board, the members, and committees. Such records must be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.7. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

2.8 **Immunity; Indemnification.** Each Owner understands and agrees that Grantor, the Association, the Association's manager (if any), and the directors, officers, agents, employees, and committee members of any of them (each individually a "**Released Party**") are immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association must indemnify, defend, and hold each Released Party harmless from any action, expense, loss, or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association is not obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

2.9 **Waiver of Consequential Damages.** The Association is not be liable to any Owner, and each Owner releases the Association from any form of indirect, special, punitive, exemplary, incidental, or consequential or similar costs, expenses, damages, or losses.

### ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

3.1 **Residential Use.** All Lots must be used exclusively for residential purposes and other uses incidental thereto as permitted under any applicable law.

**3.2 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 primary residential dwelling located thereon to any person or entity except as expressly permitted in this Section 3.2. For purposes of this Section 3.2, the term "lease" as applied to a Lot is 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. Any Owner who leases a Lot must comply with the Fair Housing Act to the extent it applies to such Owner. An Owner may lease the primary residential dwelling located on such Owner's Lot provided that (a) the Lease is for an initial term of not less than (6) months; (b) the Owner notifies the Association of the name and telephone number of each person residing in the residential dwelling (except minor children); (c) the Owner promptly responds to any request by the Association to address any violation of the Community Documents or Community Rules by any Occupant of the Lot.

**3.3 Exterior Maintenance Obligations.** Each Owner must keep all Improvements on such Owner's Lot in good condition and repair.

**3.4 Nuisances.** Rubbish or debris of any kind cannot be placed and is not permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, and no odor is permitted to arise from any portion of the Community so as to render the Community or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Community, or to any other property in the vicinity of the Community. No business, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance is permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or to its Occupants or to other property in the vicinity or to its occupants, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance.

**3.5 No Hazardous Activities.** No activities can be conducted in the Community, and no Improvements can be constructed in the Community, which are or might be unsafe or hazardous to any Occupant.

**3.6 Insurance Rates.** Nothing can be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Community without the approval of the Owner of such other portion, nor must anything be done or kept on the Community or a Lot which would result in the cancellation of insurance on any portion of the Community owned or managed by the Association or which would be in violation of any law.

**3.7 Drainage.** No Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Association and properly installed. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Community is completed by Grantor, or that drainage which is shown on any plans approved by the Association, which may include drainage from Common Area over any Lot in the Community.

**3.8 Grading.** Except as provided in Section 3.7, no Lot will drain onto, over, across, or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Association, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

3.9 **Irrigation System.** Each Owner will install and connect its Lot to an Irrigation System upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with the Community Documents. Each Owner acknowledges that the Association will not provide an irrigation system to the Community; instead, each Owner must connect its own Irrigation System to the public water utility at such Owner's own cost and expense.

3.10 **Water Supply Systems.** Except as set forth in this Declaration, no separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, is permitted on any Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Association.

3.11 **Sewage Disposal Systems.** No individual sewage disposal system will be used on the Community. Each Owner will connect the appropriate facilities on such Owner's Lot to the public sewer system and pay all charges assessed thereon.

3.12 **No Further Subdivision.** No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

#### **ARTICLE 4 ASSESSMENTS**

4.1 **Covenant to Pay Assessments.** Each Owner covenants and agrees to pay when due (without deduction, setoff, or abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Lot pursuant to the Community Documents. Assessments against a Lot are a continuing lien on such Lot until paid, whether or not ownership of such Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. Such personal obligation remains with such Owner regardless of whether such Owner remains the owner of the Lot. Delinquent Assessments related to a Lot do not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs, and reasonable attorneys' fees, which may be incurred in collecting the same, are a charge on the land, and are a continuing lien upon the Lot against which each such Assessment or charge is made.

4.2 **Regular Assessments.** Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, duties, or obligations under the Community Documents (collectively, the "**Expenses**"). Without limiting the generality of the foregoing, the Expenses include:

4.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

4.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.6;

4.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management, and operation of the Common Area and all Improvements located in other areas that are owned, managed, or maintained by the Association; and

4.2.4 An amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve; and

Notwithstanding anything to the contrary contained in this Declaration, if Grantor's initial transferee of a Lot is a building contractor, then such building contractor is only required to pay twenty-five percent (25%) of the Regular Assessments otherwise due for a maximum of thirty-six (36) months after taking title to the Lot. The foregoing building contractor discount terminates on the earlier of: (i) expiration of such thirty-six (36) month period; (ii) the building contractor's transfer of the Lot to a transferee that intends on occupying the residential structure of such Lot (either by itself or through a use agreement such as a lease, life estate, etc.); or (iii) actual occupancy, at which time the Owner of such Lot is required to pay one hundred percent (100%) of the Regular Assessments otherwise due. For the avoidance of doubt, the foregoing building contractor discount does not apply to any of Grantor's initial transferees that intend on occupying the residential structure located on such Lot.

4.3 **Special Assessments.** If the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for such calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed to meet the Expenses for such calendar year. Special Assessments are levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in its discretion, set the schedule under which such Special Assessment will be paid, which schedule may be different than Regular Assessments.

4.4 **Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any Fines, fees, or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or its tenants, Occupants, guests, invitees, or contractors to any Common Area or Improvements owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Community Documents that benefit such Owner or Owner's Lot, but less than all Owners' Lots.

4.5 **Assessment Procedures.** Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Expenses on an annual basis (the "**Budget**"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by such Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to 5% of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from



such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner acknowledges and agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

#### 4.6 **Assessment Liens.**

4.6.1 *Creation.* 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 such Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 4.5 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against such Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency constitutes a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of such lien in full, the Association will prepare and record a release of such claim of lien.

4.6.2 *Subordination to First Trust Deeds.* Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, such lien is prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 4.6.2, the sale or transfer of any Lot does not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor does such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

4.7 **Exemptions.** All Common Area and any Lots owned by the Association are exempt from Assessments. Grantor is exempt from Assessments as set forth in Section 8.5.

### **ARTICLE 5 RIGHTS TO COMMON AREAS**

5.1 **Use of Common Area.** Every Owner has a right to use the Common Area as set forth in this Declaration subject to:

5.1.1 The Community Documents;

5.1.2 The right of the Association to suspend the right of an Owner to use the Common Area for any period during which any Assessment or charge against such Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Community Rules; and

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility or other party for such purposes and subject to such conditions as may be permitted by the Community Documents.

5.2 **Delegation of Right to Use.** An Owner may delegate its right to use the Common Area to the Occupants of such Owner's Lot; provided, however, each Owner is liable to the Association for any

damage to any Common Area sustained by reason of the negligence or willful misconduct of such Occupants. The cost of correcting such damage will be a Limited Assessment against the Lot.

5.3 **Association's Responsibility.** The Association will maintain and keep the Common Area and any other Improvements owned, managed, or maintained by the Association in good condition and repair.

## **ARTICLE 6 EASEMENTS**

6.1 **Recorded Easements.** The Community is subject to all easements shown on any easements that are established or of record, including easements set forth on the Plat.

6.2 **Private Street.** S. Academy Lane is subject to a perpetual easement for ingress and egress for the benefit of each Lot (including the owners, occupants and users of Lot 3) as required for S. Academy Lane to be a private street under applicable law (i.e., currently Eagle City Code § 9-3-2-5). In furtherance thereof:

6.2.1 The Association will implement and enforce the plan and schedule for the future repair and maintenance of S. Academy Lane and any related drainage, as such plan and schedule are approved by the Eagle City Engineer and Eagle City Council pursuant to Eagle City Code § 9-3-2-5.C.1, as the plan and schedule may be amended from time-to-time, which amendments must first be approved by the Eagle City Engineer.

6.2.2 The provisions of this Declaration for the repair and maintenance of S. Academy Lane may not be modified, and the Association may not be dissolved, without the express consent of the City of Eagle.

6.2.3 If the Eagle City Council orders the Association to undertake repair and maintenance activities on S. Academy Lane as the Eagle City may determine is necessary to protect the public health, safety, or welfare, then the Association will promptly comply with any such order (without any approval by the Owners) and to reimburse the city all of its costs, including attorney fees, incurred in obtaining or enforcing any such order.

6.3 **Easements of Encroachment.** There are reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the unwillful placement or settling or shifting of the Improvements constructed, reconstructed, or altered in accordance with the Community Documents. Easements of encroachment are valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of encroachments, settling, or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to the willful or bad faith acts of an Owner. If an Improvement is partially or totally destroyed, such Improvement may be repaired or rebuilt within such minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 6.3.

6.4 **Easements of Access.** There are reciprocal appurtenant easements of ingress and egress, ten (10') feet in width and inward from all front Lot lines common to street rights-of-way, for all Owners to and from their respective Lots, for installation and repair of utility services, street lights, pressurized irrigation, Lot drainage, and the necessary maintenance and repair of any other Improvement as the Association deems fit. There are reciprocal appurtenant easements of ingress and egress, ten (10') feet in width and inward from all rear lot lines, for all Owners to and from their respective Lots, for installation

and repair of utility services, street lights, pressurized irrigation, Lot drainage, and the necessary maintenance and repair of any other Improvement as the Association deems fit.

**6.5 Improvements in Drainage and Utility Easements.** No Owner will construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. Such Owners may install and maintain Improvements on such easement areas as permitted by the Community Documents so long as such Improvements are permitted by the terms of the easement and such Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to such Owner for the damage or destruction of such Improvements.

**6.6 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies to enter upon the Community in the proper performance of their duties.

**6.7 Maintenance Easement.** A non-exclusive easement is hereby reserved to the Grantor and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure. Grantor and the Association may use the easement reserved herein as Grantor or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Community Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Community Documents, and to make emergency repairs. This easement includes, without limitation, rights to install, operate, maintain, repair, and replace irrigation sprinklers, lines, control boxes and related equipment and facilities. Nothing herein relieves each Owner's obligation to maintain Improvements on such Owner's Lot.

**6.8 Easements Deemed Created.** All conveyances of Lots made after the date of the recording of the Declaration, whether by Grantor or otherwise, will be construed to grant and reserve the easements contained in this Article 6 and elsewhere in this Declaration, even though no specific reference to such easements or to this Article 6 or elsewhere in this Declaration appears in the conveyance instrument.

## ARTICLE 7 CITY OF EAGLE REQUIRED PROVISIONS

**7.1 Fencing.** All fencing located adjacent to open space, or in any required front or street side yard areas, must be open-style such as wrought iron or extruded aluminum (looks identical to wrought iron). All other fencing (i.e. dog-ear type cedar fencing, vinyl, chainlink) is prohibited. Fencing in any required front yard area must be open-style and limited to four-feet (4') in height.

**7.2 Governmental Rules.** In the event any of the provisions of this Declaration are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances will govern. This Declaration is subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render any part of this Declaration unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

**7.3 Maintenance of Street Lights, Pressurized Irrigation and Common Area.** All maintenance of street lights, pressurized irrigation, and Common Areas shall be maintained in perpetuity by the Association. Any changes or modifications to the aforementioned facilities shall require the prior approval of the City of Eagle and any other governmental entity having jurisdiction of the Community.

**ARTICLE 8  
INITIAL DEVELOPMENT PERIOD**

**8.1 Initial Development Period.** The “Initial Development Period” commences on Effective Date 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.

**8.2 Community Management.** Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Grantor to have full management authority for the Community during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board at any time and from time-to-time in Grantor’s sole discretion. In furtherance thereof, each Owner hereby appoints Grantor as its proxy with respect to its membership interest in the Association (including voting rights with respect to any matter for which a vote of the Owners is desired or required, including without limitation the matters set forth in Section 11.4), which proxy is coupled with Grantor’s interest in the Community and, notwithstanding anything to the contrary contained in elsewhere in the Community Documents, is irrevocable during the Initial Development Period.

**8.3 General Exemptions.** Grantor may, from time-to-time in Grantor’s discretion and without first seeking or obtaining the approval of Association:

8.3.1 Make modifications or Improvements on any Lot or the Common Area as Grantor deems appropriate;

8.3.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Community, including signs to identify the Community, display information pertaining to the Community, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Community elements or events;

8.3.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office, or construction storage yard;

8.3.4 Place or authorize portable or temporary structures upon any Lot or the Common Area; and

8.3.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Lot prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Lot or the Community.

**8.4 Water Rights Appurtenant to Community Lands.** Grantor may own certain water rights which are appurtenant to the Community. Grantor hereby reserves unto itself any and all water rights appurtenant to the Community, and Owners of any and all Lots accordingly do not have any right, title, or interest in any of said water or water rights.

**8.5 Grantor’s Exception from Assessments.** If Grantor owns any Lots during the first two (2) years following the date Assessments are first assessed against the Owners of Lots, Grantor will not be assessed any Regular Assessments or Special Assessments for any Lots owned by Grantor. If Grantor owns at least one (1) Lot during such period, Grantor will pay the shortfall, if any, in the operating Expenses of

the Association; provided, however, such obligation will not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Grantor will be assessed Regular Assessments and Special Assessments for each Lot owned by Grantor.

**8.6 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption is effective upon the recordation of such written instrument recorded in the real property records of Ada County, Idaho. Grantor will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned.

## **ARTICLE 9 TERM**

The easements created hereunder are perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration runs until December 31, 2047 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 11.

## **ARTICLE 10 ANNEXATION AND DEANNEXATION**

Grantor may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration. Such supplement may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Grantor may deem appropriate. Upon annexation, Owners within the annexed lands will become Owners in the Community on equal footing with the then-current Owners in the Community, and have the same rights, privileges, and obligations (except as may otherwise be set forth in the annexing supplement). Grantor has the right to de-annex any property owned by Grantor from the Community upon Grantor's recordation of a supplement identifying the de-annexed lands and declaring that such lands are no longer subject to this Declaration.

## **ARTICLE 11 AMENDMENTS**

**11.1 By Grantor.** From and after the recordation of this Declaration until the recordation of Grantor's first deed to a Lot, Grantor may amend or terminate this Declaration by recording a written instrument setting forth such amendment or termination.

**11.2 By Grantor or Association – Lender Requirements.** Because the availability of government supported financing is key to the success of the Community and to the ability of Owners to finance and refinance their homes, Grantor has the right, power, and authority during the Initial Development Period and the Association has the right, power, and authority thereafter, to amend this Declaration or any of the Community Documents by written instrument, at any time and at its sole discretion, as may be reasonably necessary to comply with any requirements or conditions necessary to take full advantage of, or secure the full availability of, any financing programs offered or supported by the organizations identified in Section 2.6.11.

**11.3 By Grantor or Association – Governmental Requirements.** Because compliance with governmental requirements, as they change from time to time, is key to the success of the Community, Grantor has the right, power, and authority during the Initial Development Period and the Association has the right, power, and authority thereafter, to amend this Declaration or any of the Community Documents by written instrument, at any time and at its sole discretion, as it may be reasonably necessary to comply with any governmental requirement that is or may become applicable to the Community.

**11.4 By Association.** Subject to: (a) Grantor’s proxy rights during the Initial Development Period as set forth in Section 8.2; and (b) Sections 11.1, 11.2, and 11.3 of this Declaration, any amendment to this Declaration, or termination hereof, will be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association; provided, however, any amendment affecting Grantor’s rights, or termination, during the Initial Development Period, must be approved by Grantor in a signed writing, and absent such signed writing, such amendment or termination is void and unenforceable.

**11.5 Effect of Amendment; Mortgage Protection.** Any supplement, amendment, or termination of this Declaration is effective upon its recordation with the Ada County Recorder’s Office and is binding on and effective as to all Owners, whether or not such Owners voted for or consented to such supplement, amendment, or termination. Any supplement or amendment may add to, delete, or otherwise change the covenants, conditions, restrictions, and easements applicable to the Community; provided, however, notwithstanding any other provision of this Declaration, no supplement or amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of such amendment or supplement, provided that after foreclosure of any such Mortgage, such Lot remains subject to this Declaration as supplemented or amended.

**11.6 No Amendment of Required Provisions.** Unless the express written and recorded consent of the City of Eagle has been obtained, this Declaration may not be amended or terminated with respect to the following: (a) any provision of this Declaration which has been required by the City of Eagle in its approval of this Declaration, or which affects, recognizes, conveys, and/or confers upon the City of Eagle any easement, right, or power; (b) any material provisions relating to easements, access, and/or the operation repair, maintenance, or replacement of Common Area, infrastructure, and/or public works systems; or (c) any dissolution or termination of the Association.

## **ARTICLE 12 NOTICES**

Any notices, invoices, consents, approvals, or other communications required or permitted by this Declaration must be in writing and may be delivered personally, by electronic mail, or by U.S. mail. Each Owner is responsible for ensuring that the Association has such Owner’s then-current mailing address, physical address, electronic mail address, and telephone numbers. Each Owner will be deemed to have received any notice when such notice is actually received by such Owner (regardless of the method of delivery) or when such notice is delivered to any of the addresses then on file with the Association. Notices delivered by U.S. Mail are not deemed received until three (3) business after posting. The Association must provide the notice addresses of all Owners to Grantor or any other Owner promptly upon request.

**ARTICLE 13  
MISCELLANEOUS**

13.1 **Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word “including” is deemed to be followed by “but not limited to” unless otherwise indicated. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular; and the masculine, feminine, or neuter each include the masculine, feminine, and neuter. The word “will” and “shall” have the same meaning and may be used interchangeably herein, and use of “will” in one place and “shall” in another does not indicate that a different meaning is intended. All captions and titles used in this Declaration are intended solely for convenience of reference and do not affect that which is set forth in any of the provisions hereof. *In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision will be given deference so long as the interpretation is a permissible construction of such provision.*

13.2 **Governing Law.** This Declaration is governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state or federal courts situated in Ada County, Idaho.

13.3 **Severability.** Each provision of this Declaration is deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof does not affect the validity or enforceability of any other provision herein.

13.4 **Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

13.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Grantor, the Association, and the Owners and not for the benefit of any third party.

13.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence, or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association’s right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association operates as a waiver thereof, nor does any express waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

13.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action in Grantor, the Association (on its own and/or on behalf of any consenting Owners), and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party is entitled to recover any costs and attorneys’ fees reasonably incurred therein.

13.8 **Consents and Approvals.** Any consents or approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No

Owner may unreasonably withhold, condition, or delay its consent or approval of any matter requested by Grantor, the Association, or another Owner.

13.9 **Lot 3.** Lot 3 is not a part of the Community, but the owner of Lot 3 is an express third-party beneficiary of the provision of this Declaration, with the right to enforce the provisions of this Declaration. Without limiting the generality of the foregoing, the owner of Lot 3 will have the right (but not the obligation) to use S. Academy Lane, the Common Areas and the easements identified in the Declaration on an equal basis as if such owner of Lot 3 were an "Owner" under this Declaration. The owner of Lot 3 must comply with any applicable Community Rules while using the benefits of the Declaration, but only to the extent that the Community Rules are reasonable with respect to Lot 3 and non-discriminatory toward Lot 3. The owner of Lot 3 will not be under any obligation to pay any assessments of any kind under the Declaration or Community Documents. No provision of this Declaration related to Lot 3 may be amended in any manner that materially infringes with the rights of the owner of Lot 3 hereunder, unless the owner of Lot 3 consents to such amendment in a written instrument recorded in the real property records.

*[end of text – signature page follows]*



DATED effective as of the year and day first written above.

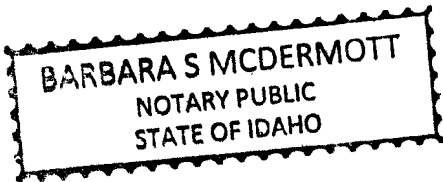
“Grantor”

PARADIGM CONSTRUCTION COMPANY LLC,  
an Idaho limited liability company

By: [Signature]  
Name: Matt Knickrehm  
Its: Member

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 31<sup>st</sup> day of July, 2018, before me, a Notary Public in and for said State, personally appeared **Matt Knickrehm**, known or identified to me to be a **Member of Paradigm Construction Company LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.



[Signature]  
Notary Public for Idaho  
Residing at: Star ID  
My commission expires: 5-10-2020