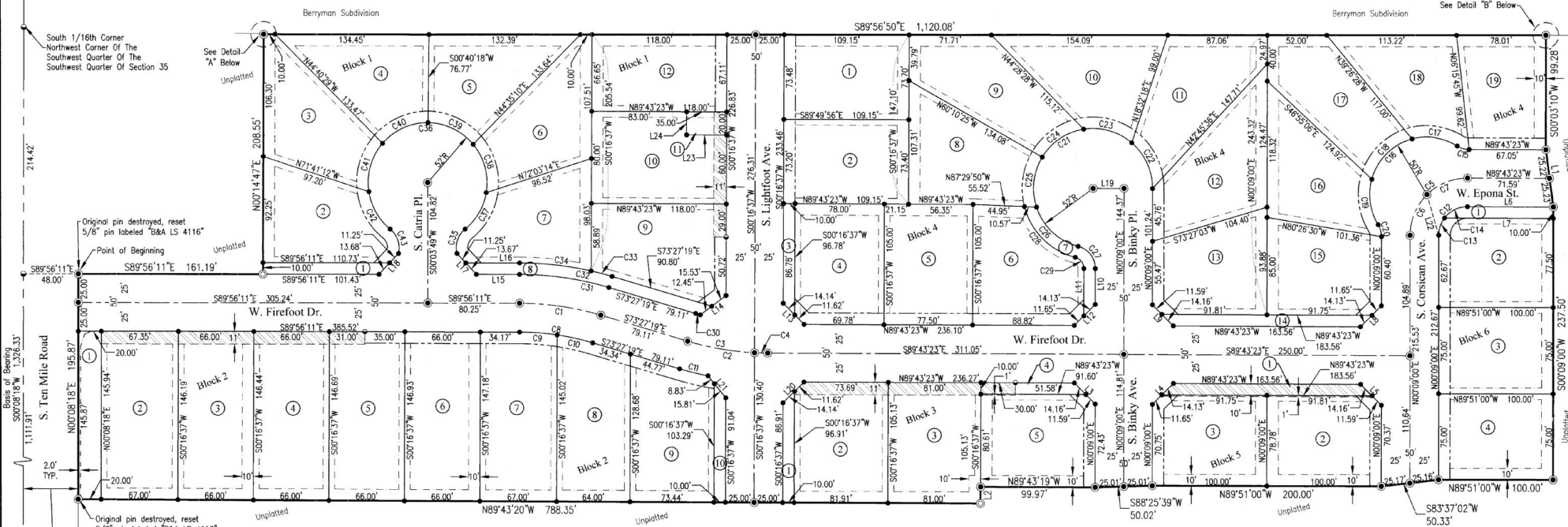
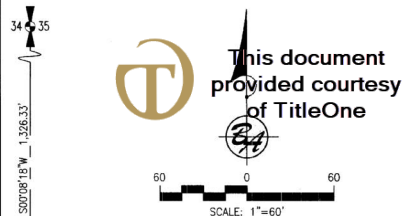


# Caspian Subdivision No. 1

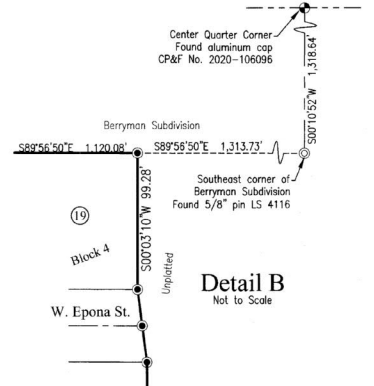
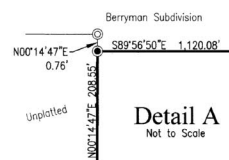
A portion of land situate in the southwest quarter of the southwest quarter of Section 35, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2022



## Legend

- Subdivision boundary
- Lot line
- Section line
- Street centerline
- Water, sewer, drainage, and irrigation easement to benefit the City of Kuna, see Note 10 for more information.
- 10' wide Public Utility & City of Kuna easement, see Notes 9 and 10 for more information.
- Storm drainage easement to benefit ACHD.
- ACHD Sidewalk easement per Inst. No. 2021-176279 & 2021-176394
- Adjoining property line
- Tie line
- Found monument, type noted
- Found 5/8" pin labeled "B&A LS 4116", unless otherwise noted
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point, not found or set
- South Quarter Corner, found aluminum cap CP&F No. 8605072
- Southwest Section Corner, found brass cap CP&F No. 2019-004528
- West Quarter Corner, found aluminum cap CP&F No. 111075074



See Sheet 2 For Curve Table, Line Table, & Notes



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381

Caspian Subdivision No. 1  
Sheet 1 of 3

# Caspian Subdivision No. 1

## Notes

- This property lies within the Kuna Municipal Irrigation System and Nampa Meridian Irrigation District. All lots within this subdivision are subject assessments. Irrigation water will be provided and assessed by the Kuna Municipal Irrigation system per Amendment Ordinance Number 2022-17, Inst. No. 2022-05369, in compliance with Idaho Code Section §31-3805(1)(B).
- All references to Homeowners' Association hereon are to the Caspian Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly pursuant to the Master Declaration of Covenants, Conditions, and Restrictions to be recorded in conjunction with this plot.
- Any subdivision of this plot shall comply with the applicable zoning regulations in effect at the time of the subdivision and may require amendment of the development agreement.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Caspian Subdivision.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lots 1, 8, & 11, Block 1; Lots 1 & 10, Block 2; Lots 1 & 4, Block 3; Lots 3, 7, & 14, Block 4; Lot 1, Block 5; and Lot 1, Block 6 are designated as common area lots to be owned and maintained by the Homeowners' Association. The Homeowners' Association (HOA), it's ownership, and maintenance commitments cannot be dissolved without express written consent from the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. As determined by the City of Kuna. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
- No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- Public utility easement is hereby reserved as follows:  
• 10-foot wide along public rights-of-ways.
- Water, sewer, drainage, and irrigation easements are hereby reserved for the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).  
• 10-foot wide along public rights-of-ways, rear lot lines and the exterior boundary.  
• 10-foot wide centered on interior lot lines.
- Direct lot access to S. Ten Mile Rd. is prohibited unless specifically approved in writing by the Ada County Highway District and the City of Kuna.
- Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
- This development recognizes Idaho Code Section §22-4503, 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 non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- All of Lot 10, Block 2; Lot 4, Block 3; and Lot 1, Block 5 as well as portions of Lots 9-11, Block 1; Lots 2-5, Block 2; Lots 2-5, Block 3; and Lots 2-3, Block 5 are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement, recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (The "MASTER EASEMENT"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
- This development is subject to a Temporary License Agreement, Inst. No. 2021-178946 to benefit the Ada County Highway District.
- Lot 11, Block 1 is subject to a 35'x20' temporary turnaround easement per Inst. No. 2022-046709. Once the temporary turnaround easement is terminated the HOA shall deed Lot 11 to the owner of Lot 10.

## Survey Narrative

Purpose: The purpose is to create a subdivision with 41 buildable lots, 11 open space lots and 1 temporary turn-around lot.

Boundary Establishment: The boundary was established per the boundary of Berryman Subdivision, Record of Survey No. 10804, and Warranty Deeds Inst. No. 2015-038409 and Inst. No. 2021-016221.

Records Used: (All within Ada County, Idaho)

CP&F's Section 35  
8605072 South Quarter Corner  
2019-004528 Southwest Section Corner  
111075074 West Quarter Corner

Subdivision Plats  
Berryman Subdivision (Book 72, Pages 7348-7349)  
Titus Subdivision (Book 77, Pages 8143-8144)  
Patriot Ridge Estates Subdivision (Book 60, Pages 6017-6018)

### Records Of Surveys

- ROS No. 8150
- ROS No. 8334
- ROS No. 10804

### Deeds

Deed Inst. No. 251427  
ROW Deed Inst. No. 107169402  
Quitclaim Deed Inst. No. 7843664  
Quitclaim Deed Inst. No. 7843665  
Quitclaim Deed Inst. No. 9121720  
Quitclaim Deed Inst. No. 9359261  
Warranty Deed Inst. No. 2015-038409  
Quitclaim Deed Inst. No. 2017-036178  
Quitclaim Deed Inst. No. 2017-036179  
Warranty Deed Inst. No. 2021-016221

See Sheet 1 For Legend

## Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	16°28'52"	250.00'	71.91'	N81°41'45"W	71.66'
C2	16°16'04"	250.00'	70.98'	S81°35'21"E	70.74'
C3	1°36'51"	250.00'	59.40'	S80°15'45"E	59.26'
C4	2°39'13"	250.00'	11.58'	S88°23'46"E	11.58'
C5	9°07'37"	50.00'	78.65'	S45°12'48"W	70.79'
C6	45°03'48"	50.00'	39.33'	S22°40'54"W	38.32'
C7	45°03'49"	50.00'	39.33'	S67°44'43"W	38.32'
C8	16°28'52"	225.00'	64.72'	N81°41'45"W	64.50'
C9	8°23'19"	225.00'	32.94'	N85°44'32"W	32.91'
C10	8°05'33"	225.00'	31.78'	N77°30'06"W	31.75'
C11	5°20'05"	275.00'	25.60'	S76°07'22"E	25.59'
C12	8°07'37"	25.00'	39.33'	S45°12'48"W	35.39'
C13	36°59'49"	25.00'	16.14'	S18°38'54"W	15.86'
C14	53°07'48"	25.00'	23.18'	S63°42'43"W	22.36'
C15	31°30'05"	20.00'	11.00'	S73°58'20"E	10.86'
C16	153°07'48"	50.00'	133.63'	S45°12'48"W	97.26'
C17	46°50'35"	50.00'	40.88'	N81°38'35"W	39.75'
C18	59°26'37"	50.00'	51.87'	S45°12'48"W	49.58'
C19	46°50'35"	50.00'	40.88'	S75°48'E	39.75'
C20	31°30'05"	20.00'	11.00'	N15°36'03"W	10.86'
C21	255°31'21"	52.00'	231.90'	S52°23'20"W	82.22'
C22	49°34'58"	52.00'	45.00'	N24°38'29"W	43.61'
C23	49°34'58"	52.00'	45.00'	N74°13'28"W	43.61'
C24	49°34'58"	52.00'	45.00'	S56°11'34"W	43.61'
C25	49°34'58"	52.00'	45.00'	S6°36'36"W	43.61'
C26	57°11'27"	52.00'	51.90'	S46°46'37"E	49.78'
C27	75°31'21"	20.00'	26.36'	N37°36'40"W	24.49'
C28	60°38'34"	62.00'	65.62'	S45°03'04"E	62.60'
C29	75°31'21"	10.00'	13.18'	N37°36'40"W	12.25'
C30	1°04'31"	225.00'	4.22'	S73°59'35"E	4.22'
C31	16°28'52"	275.00'	79.10'	N81°41'45"W	78.83'
C32	16°28'52"	285.00'	81.98'	N81°41'45"W	81.70'
C33	3°49'13"	285.00'	19.00'	N75°21'56"W	19.00'
C34	12°39'39"	285.00'	62.98'	N83°36'22"W	62.85'
C35	64°27'21"	21.00'	23.62'	S18°46'14"W	22.40'
C36	281°52'11"	52.00'	255.82'	N89°56'11"W	65.54'
C37	41°27'39"	52.00'	37.83'	N30°16'05"E	36.81'
C38	49°34'58"	52.00'	45.00'	N15°15'14"W	43.61'
C39	49°34'58"	52.00'	45.00'	N64°50'12"W	43.61'
C40	49°34'58"	52.00'	45.00'	S65°34'49"W	43.61'
C41	49°34'58"	52.00'	45.00'	S15°59'51"W	43.61'
C42	42°04'39"	52.00'	38.19'	S29°49'57"E	37.34'
C43	64°27'21"	21.00'	23.62'	N18°38'37"W	22.40'

## Line Table

Line	Bearing	Distance	Line	Bearing	Distance
L1	S07°22'04"E	50.45'	L13	N44°43'23"W	25.76'
L2	S00°16'37"W	14.52'	L14	S53°24'39"W	27.98'
L3	S44°47'12"E	25.75'	L15	S89°56'11"E	37.66'
L4	N45°12'48"E	25.78'	L16	S89°56'11"E	46.99'
L5	S44°47'12"E	25.75'	L17	N42°56'24"W	24.93'
L6	N89°43'23"W	74.94'	L18	S43°04'01"W	24.93'
L7	N89°43'23"W	94.97'	L19	S89°51'00"E	27.00'
L8	S45°12'48"W	25.78'	L20	N45°16'37"E	25.76'
L9	N44°47'12"W	25.75'	L21	S38°57'25"E	24.64'
L10	N00°09'00"E	31.35'	L22	S16°05'58"E	36.87'
L11	N00°09'00"E	41.33'	L23	N89°43'23"W	35.00'
L12	S45°12'48"W	25.78'	L24	S00°16'37"W	20.00'

## Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as CASPIAN SUBDIVISION NO. 1, and that it intends to include the following described land in this plat:

A portion of land situate in the southwest quarter of the southwest quarter of Section 35, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of said Section 35; thence S00°08'18"W, 1,326.33 feet along the westerly boundary of the southwest quarter of said Section 35 and the centerline of South Ten Mile Road; thence S00°08'18"W, 214.42 feet continuing along the westerly boundary of the southwest quarter of said Section 35 and the centerline of South Ten Mile Road; thence S89°56'11"E, 48.00 feet to the Point of Beginning;

Thence S89°56'11"E, 161.19 feet;

Thence N00°14'47"E, 208.55 feet to a point on the southerly boundary of Berryman Subdivision, as shown in Book 72 of Plats at Pages 7348-7349, records of Ada County, Idaho;

Thence S89°56'50"E, 1,120.08 feet along the southerly boundary of said Berryman Subdivision;

Thence S00°03'10"W, 99.28 feet;

Thence S07°22'04"E, 50.45 feet;

Thence S00°09'00"W, 237.50 feet;

Thence N89°51'00"W, 100.00 feet;

Thence S83°37'02"W, 50.33 feet;

Thence N89°51'00"W, 200.00 feet;

Thence S88°25'39"W, 50.02 feet;

Thence N89°43'19"W, 99.97 feet;

Thence S00°16'37"W, 14.52 feet;

Thence N89°43'20"W, 788.35 feet;

Thence N00°08'18"E, 195.87 feet along a line 48 feet easterly of and parallel to the westerly boundary of the southwest quarter of said Section 35 and the centerline of Ten Mile Road to the Point of Beginning.

Comprising 11.04 acres, more or less.

See Sheet 3 for Certificate of Owners Signature



**B&A Engineers, Inc.**

Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381

Caspian Subdivision No. 1  
Sheet 2 of 3

# Caspian Subdivision No. 1

## Certificate of Owners Signature (Continued)

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

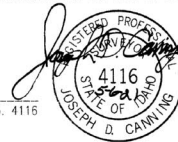
IN WITNESS WHEREOF: I have hereunto set my hand on this 3 day of May, 2021

Justin Blackstock  
Justin Blackstock, Manager  
DB Development, LLC Date

## Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of CASPIAN SUBDIVISION NO. 1, 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 supervision, and accurately and correctly represents the points plotted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116



## Approval of City Council

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 18th day of May, 2021, this plat was approved.

Chris Engels  
Kuna City Clerk



## Acknowledgment

State of Idaho)

County of Ada)

On this 3 day of May, in the year of 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

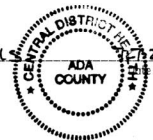
Ann L. Hall  
Notary Public for Idaho  
Residing in Boise, Idaho  
My Commission Expires 1-13-2022



## Approval of Central District Health

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Paul Paul  
Central District Health, CHS



## Certificate of 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.

Paul Pugh  
County Surveyor  
PLS# 13553



10 June 2022  
Date

## Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per 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 proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Elizabeth Mahn  
Ada County Treasurer  
signed by deputy: Janet  
Date 6-10-22

## Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 2nd day of June, 2022

Manu Manu  
Commission President  
Ada County Highway District



## Approval of City Engineer

I, the undersigned, \_\_\_\_\_, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this 8th day of June, 2022, hereby approve this plat.

Steve A. Stamm, P.E. 8722  
Kuna City Engineer

## Certificate of County Recorder

State of Idaho) ss. Instrument No. 2022-054784  
County of Ada)

I hereby certify that this instrument was filed at the request of Centurian at 21 minutes past 3 o'clock P.M., this 10 day of June, 2022 in my office, and was recorded in Book 123 of Plats at Pages 19615 through 19617  
Fee: \_\_\_\_\_

Ex-Officio Recorder: Phil McGrane

Deputy: Janet Pugh



**B&A Engineers, Inc.**

Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381

THIS INSTRUMENT FILED FOR RECORD  
BY FIDELITY NATIONAL TITLE AS AN  
ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS AFFECT UPON THE TITLE.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CASPIAN SUBDIVISION**

THIS DECLARATION is made effective as of July 1, 2022, by  
**DB Development, LLC** a Delaware limited liability company (“Owner” or Grantor”).

**ARTICLE I: RECITALS**

1.1 Grantor is the owner of all of the real property located in the County of Ada, State of Idaho (the “County”), set forth on the Plat of Caspian Subdivision No. 1, recorded in records of Ada County, Idaho on June 10, 2022 as Instrument Number 2022-054784 in Book 123 of Plats at Pages 19615-19617, a copy of which is attached hereto as Exhibit A (the “Property”), which exhibit is incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

**ARTICLE II: DECLARATION**

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

### ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the

“Caspian Homeowners Association, Inc.”, or any similar name, which fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the “Association” shall apply to the particular Association designated to apply to that Annexed Tract.).

3.6 “Association Rules” shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of such rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.7 “Board” shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 “Building Lot” shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 “Bylaws” shall mean the Bylaws of the Association.

3.10 “Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, recreation areas, other amenities, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument to the Association, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights. Grantor makes no representation of the creation of Common Areas on property outside the property described on Exhibit A, but reserves the right to do so in its sole and absolute discretion.

3.11 “Declaration” shall mean this Declaration as it may be amended from time to time.

3.12 “Caspian Subdivision” and the “Subdivision” shall each mean the Property.

3.13 “Design Guidelines” shall mean the construction guidelines approved by the Architectural Committee.

3.14 “Grantor” shall mean, DB Development, LLC a Delaware Limited Liability Company and its successors-in-interest, and Affiliates (collectively, “DB”), and any person or entity to whom DB expressly transfers its Grantor rights, which transfer must be made in writing and must include a specific reference to the transfer being of “Grantor rights” or “rights as Grantor” or other similar specific reference. Grantor shall be permitted to make partial transfers of Grantor’s rights, or multiple transfers, on terms and conditions acceptable to Grantor in its sole and absolute discretion while retaining such portions of the rights of Grantor it desires, this shall include but not be limited to Grantor having the right to transfer all of Grantor’s rights as it relates one or more Building Lots, while retaining all of its rights under this Declaration and/or transfer Grantor’s rights to an additional party or parties, while retaining all of its Grantor’s rights hereunder.

3.15 “Improvement” shall mean any structure, facility, or system, or other improvement or object (and any portion of the foregoing), whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.16 “Limited Assessment” shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 “Member” shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

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

3.19 “Person” shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 “Plat” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the “County Recorder”), as the same may be amended by duly recorded amendments thereof.

3.21 “Property” shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and



interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

3.24 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

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

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements-Limitation on Leasing - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration; iv) comply in all respects to these Guidelines and v) and shall comply with the Caspian Architectural Design Standards & Construction Guidelines, attached hereto as Exhibit B and incorporated herein, as amended from time to time (the "Guidelines"). .

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. With size requirements as set forth in the Design Guidelines. No commercial use shall be permitted on Building Lots. Pursuant to Idaho Code Section 55-115(3), no Building Lot or Improvement constructed on a Building Lot shall be leased or licensed (or subleased or sublicensed), except for bona fide leases with a term of greater than three months wherein the rent charged is commensurate with the time period covered by the lease, and at the inception of such lease or license, the lessee or licensee (or sublessee or sublicensee) intends to physically occupy the Improvements for a



period of greater than three months. Use of any Improvement on a Building Lot for short term rentals such as Airbnb or VRBO are strictly prohibited.

No split entry homes, mobile homes, or pre-built homes will be allowed. No shack, tent, trailer house, or basement shall be used within the Subdivision for living quarters, permanent or temporary.

4.1.2 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.3 Recreational Structures. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.2 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.3 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest on any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.4 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable, laws, rules, regulations or ordinances, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.6 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and 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, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.7 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. Drainage which is without the purview of Ada County Highway District shall be governed by The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to any requirements of ACHD. All Building Lots shall retain within the boundaries of such Building Lot all stormwater, excess irrigation or such other water flows that are generated or originate on such Building Lot.

4.8 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and

plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

4.13 No Unenclosed or Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed or screened by a structure concealing them from adjacent street, Building Lot and Common Area view and in a manner approved by the

Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the Architectural Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure. Parking of boats, trailers, motorcycles, trucks, truck- campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of the Subdivision nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area except as set forth in the Guidelines. Parking of automobiles or other vehicles on any part of the Subdivision or on public ways adjacent thereto shall be prohibited except within garages or driveways an area approved under the Guidelines.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered

a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.19 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Subdivision. In the event of a municipal irrigation system or a system owned by an irrigation district each lot will be billed for their irrigation water individually by the municipality or district.

4.20 Commencement of Construction. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to thirty (30) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.21 Exemptions of Grantor. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules.

Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property including but not limited to Building Lots, owned by Grantor, and Grantor shall have the right to take all actions and grant all approvals and variances that the Architectural Committee is empowered to take or grant, as it relates to its own Building Lots. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

#### ARTICLE V: HOMEOWNERS ASSOCIATION

5.1 Organization of the Caspian Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated



in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. In the event Grantor annexes an Annexed Tract as permitted pursuant to this Declaration, while it still owns a Building Lot, or in the event Grantor ceases to own a Building Lot, but subsequently annexes an Annexed Tract as permitted pursuant to this Declaration, Grantor shall be entitled to the rights of a Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be

responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

5.4 Board and Officers. The affairs of the Association shall be conducted and managed by the Board and agents of the Board as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Grantor's and Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the

maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

5.5.1.6 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 the orderly maintenance, preservation, and enjoyment of the Common Area or which do not materially and adversely affect the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

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

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

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association may establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and 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 functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

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



5.5.2.10 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.11 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the County Recorder, as more fully provided herein.

5.5.2.13 Private Streets, Signs, Lights and Certain Easement Areas. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located, on the Property This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

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

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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

A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

#### ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

6.1.3 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, deeds (which the Association shall accept) and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

## ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments

shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The

Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$200.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$150.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is \$450.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

### 7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the

Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%)

of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

#### ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.



8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

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

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the office of the County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment by the requesting Member of the cost of reproducing copies of

documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents at the Association's expense.

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration and the Guidelines and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding

structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment by the requesting Member of the cost of reproducing copies of

this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Declaration, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial

compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor any duly authorized Architectural Committee representative, shall be liable to the Association, any Owner, Grantor, or any other individual or entity, for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed



approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, laws or regulations.

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration 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 Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

#### ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor desire to annex any property that is contiguous or non-contiguous to the Property, whether owned by Grantor or otherwise, , in Grantor's sole discretion (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions (including, but not limited to, such additions, deletions or modifications of Article 4 that Grantor deems appropriate in its sole and absolute discretion) as are specifically provided in such Supplemental Declaration in Grantor's sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based

on the inclusion of such Building Lots and the Class B membership of Grantor shall be increased and/or reinstated based on such recalculation and Grantor shall continue to have all rights of Grantor hereunder, and/or be restored to all of its rights of Grantor hereunder. The Owners of lots located in any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, and the Association shall accept title to the same, free and clear of any monetary liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts, and the Association shall be responsible for such Common Areas as set forth in this Declaration.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions to the Declaration or the Guidelines as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

## ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of

the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the

Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take

pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific

easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

### ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2038, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective. In no event shall any amendment modify or affect any rights of Grantor hereunder without the written consent of Grantor, and no additional restrictions may be imposed upon

any Building Lots, or other property owned by Grantor now or in the future without the written consent of Grantor.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot that existed prior to the said amendment.

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

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may 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, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-

help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

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

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

13.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for L assignment of the Grantor's



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

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

#### ARTICLE XIV: ACHD STORMWATER DRAINAGE

14.1 Operation and maintenance of the storm water facilities at the Subdivision shall be governed by the Operation and Maintenance Manual of Storm Drainage Facilities which has been required by ACHD (the O&M Manual"), which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

14.2 ACHD Storm Water Drainage System. Lots identified in Note 14 of the Plat are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and

obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

14.3 ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

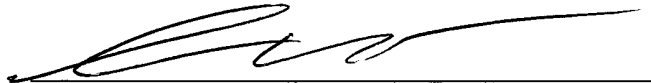
14.4 ACHD Approval of Amendments. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the O&M Manual, having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

14.5 ACHD Assessment of Costs. ACHD shall be entitled to pursue reimbursement for the reasonable costs of all required maintenance and repairs to the storm water drainage system that are a result of failure by the HOA or dues paying organization to properly perform the light maintenance duties as defined in the referenced O & M Manual.

14.6 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall be perpetual.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

**DB Development, LLC**, a Delaware limited liability company.

  
By: Timothy W. Lee  
Its: Manager

#### ACKNOWLEDGEMENT

State of Idaho            )  
                                  )ss.

County of Canyon )

On this the 30 day of June, 2022, before me, the undersigned Notary Public in and for said state, personally appeared Timothy W. Fick, known by me to be the Manager of **DB Development, LLC**, a Delaware limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

Tammie K Knobloch

Notary Public

Residing At: Stan, ID

My Commission Expires: 1-11-24

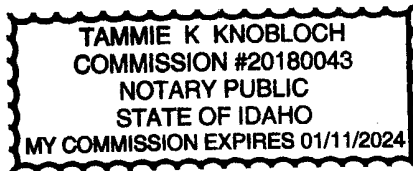
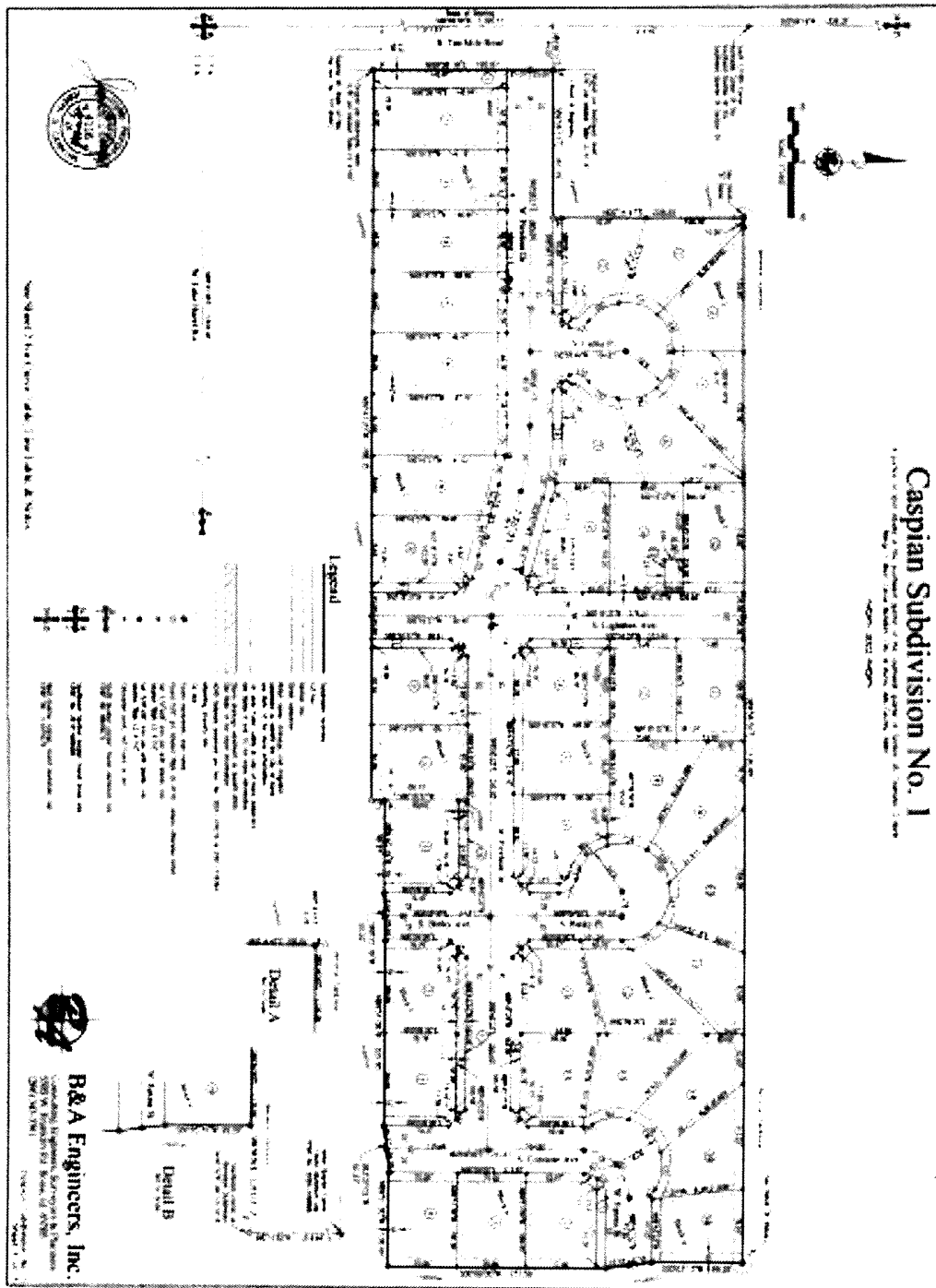


Exhibit A

The Property




[illegible]

**Cuts 10%**  
4000 2000 1000

[illegible]

1. *Staphylococcus aureus* - 1000  
 2. *Staphylococcus aureus* - 1000  
 3. *Staphylococcus aureus* - 1000



1. *Chlorophyll a*

Case	Year	Age	Sex	Location	Occupation	History	Findings	Diagnosis	Outcome
1	1985	45	M	Urban	Teacher	Headache, dizziness	Normal	None	Recovered
2	1986	35	F	Rural	Farmer	Headache, nausea	Normal	None	Recovered
3	1987	55	M	Urban	Engineer	Headache, vomiting	Normal	None	Recovered
4	1988	65	F	Rural	Homemaker	Headache, dizziness	Normal	None	Recovered
5	1989	40	M	Urban	Student	Headache, nausea	Normal	None	Recovered
6	1990	30	F	Rural	Teacher	Headache, vomiting	Normal	None	Recovered
7	1991	50	M	Urban	Engineer	Headache, dizziness	Normal	None	Recovered
8	1992	60	F	Rural	Homemaker	Headache, nausea	Normal	None	Recovered
9	1993	40	M	Urban	Student	Headache, vomiting	Normal	None	Recovered
10	1994	30	F	Rural	Teacher	Headache, dizziness	Normal	None	Recovered
11	1995	50	M	Urban	Engineer	Headache, nausea	Normal	None	Recovered
12	1996	60	F	Rural	Homemaker	Headache, vomiting	Normal	None	Recovered
13	1997	40	M	Urban	Student	Headache, dizziness	Normal	None	Recovered
14	1998	30	F	Rural	Teacher	Headache, nausea	Normal	None	Recovered
15	1999	50	M	Urban	Engineer	Headache, vomiting	Normal	None	Recovered
16	2000	60	F	Rural	Homemaker	Headache, dizziness	Normal	None	Recovered
17	2001	40	M	Urban	Student	Headache, nausea	Normal	None	Recovered
18	2002	30	F	Rural	Teacher	Headache, vomiting	Normal	None	Recovered
19	2003	50	M	Urban	Engineer	Headache, dizziness	Normal	None	Recovered
20	2004	60	F	Rural	Homemaker	Headache, nausea	Normal	None	Recovered

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1. The following information is for your information only. It is not to be used for any other purpose.

**Abstract**



**A Engineers, Inc.**  
Building Engineers, Inc. is a full-service  
firm available for the design and construction  
of all types of buildings.

**Certificate of Owner's Signature (Continued)**

[illegible]

**SECRET**

[illegible][illegible]

**Certificate of Short-Cycle**  
2000-2001

1. The first of the three is the "National Security Council," which is the highest authority in the country. It is composed of the President, the Vice President, and the members of the Cabinet. It is responsible for the overall security of the country and for the formulation of national security policy.

## Approval of General District Health

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

### Approval of Ad Council Highway Division

Department of Health and Human Services

[illegible]

Approved by the Board of Directors  
on 12/15/2011


 NATIONAL ARCHIVES  
 COLLEGE PARK, MARYLAND 20740  
 1-800-837-5273

# LECTURE 10: COMPANY MANAGEMENT

### Certificate of County Treasurer

cc-01  
100-447689

Contributions and a monthly membership

[illegible]

19

**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Architects  
 10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024  
 (213) 709-1100

Exhibit B

Guidelines



Architectural Design Standards  
&  
Construction Guidelines  
For  
Caspian Subdivision

The Architectural Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Caspian and for maintaining an orderly construction environment. These guidelines are used by the Architectural Control Committee (ACC) in conjunction with the Declaration of Covenants, Conditions, and Restrictions (CC&R's). The ACC reserves the right to grant variances or modify these standards as it deems appropriate.

**I. Submittals Required for Architectural Control Committee Approval:**

All submittals required for ACC review and approval shall be accompanied by the submittal form adopted by the ACC. The following items shall be submitted to the ACC for approval. No construction of any Improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground Improvement may commence until the ACC has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the ACC. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the ACC, to the ACC for review. All plans, Specs, Elevations, etc. are to be reviewed and approved by the ACC prior to breaking ground.

The ACC may request additional material to be submitted at its discretion:

- Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.
- Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
- Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- Specifications describing the materials and finishes proposed for both interior and exterior construction

- Landscape plan showing proposed landscape layout, including legend of plant types and sizes.
- Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be selected from the ACC approved list of exterior colors.

All submittals and inquiries will be made to:  
 Caspian Architectural Control Committee  
 c/o ALC Architecture  
 Re: Cazador Subdivision  
 1119 E State St #120  
 Eagle, ID 83616

## **II. Design Standard**

### **a. Minimum Square Feet:**

Floor area on the ground floor of a single-story residential home shall not be less than 1600 square feet. Two story homes shall not have less than 1400 square feet on the ground level and not less than 2200 total square feet minimum.

This square footage guideline refers to living space and excludes garages, accents, porches and patios.

The ACC may require additional square feet of finished space depending on compatibility with existing homes or otherwise at its discretion.

### **b. Exterior Elevations:**

Exterior Elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Double gables over the entire width of a 3-car garage are discouraged. Stacked rooms over garages shall incorporate a

change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible. The Architectural Committee reserves the right to reject plans that in the judgement of the Architectural Committee lack integrity and balance.

Unless otherwise approved by the ACC as compatible with a particular architectural design or style, the minimum pitch for roofs, excluding roofs at porches and deck covers, shall be 5/12. Steeper front-to-back roof pitches may be required on shorter roof spans if needed to provide greater street presence. Broken roof lines are encouraged and required. Mixing of differing roof pitches on the same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner.

Low-profile roofs with predominant pitch of 5:12 must be consistent with a classic architectural style and must have significant architectural details that are common in classical architecture, such as:

- Heavier **stacked** fascia – minimum 8". Stacked bargeboards and fascia shall consist of 2x6 over 2x8. 6" Fascia gutter may be substituted for the 2x6 stacked over the 2x8 fascia.
- Corbels, exposed rafters or other details that are true to this style

Transitional two-story or 1-1/2 story homes may be located on corner lots provided that the single-story portion of the home is located adjacent to the corner or side street and is approved by the ACC.

**c. Exterior Finishes and Colors**

The following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- Hardboard, cement fiber, natural wood siding and stucco are allowed primary exterior finish material. Vinyl and aluminum siding and soffits are prohibited
- Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.
- Boxed or returned soffits are recommended.
- Windows, at siding locations, must have trim materials greater than the depth of the siding to give definition.
- Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevations, however, if the home to be constructed has architectural appeal the Committee may provide written waiver of the stone, brick, or stucco requirements.

**i. Brick, Stone, or Stucco**

Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevations, all corners wrapped minimum of 2 feet. If use of stucco, the home will require additional accents such as additional banding and related architectural accents.

Subject to compatibility with the overall architectural style and design, all homes, except as noted below, shall be required to incorporate brick, stone, and/or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick or stone will be required. In most cases, brick or stone will be required to wrap the corners a minimum of 24". Brick or stone may be required to extend further in cases where there is a more logical terminus point. Requests for exceptions must be approved in advance by the ACC. Brick and stone colors shall be compatible with the exterior paint colors selected and approved by the ACC. Darker brick shades are encouraged. White or gray brick are not permitted.

The requirement for the use of brick, stone, or stucco on the exterior elevation may be waived for homes with Colonial, Craftsman or other design influences that do not lend themselves to the incorporation of those materials. The ACC may require upgraded siding, additional landscaping, or other design elements at its discretion.

**ii. Siding:**

No cottage lap siding or vinyl siding is allowed. Stucco, Minimum true-lap siding of 8" exposure or less, Faux Shingles, or cement fiber is preferred. Board and batt must be tied to architecture and will be reviewed by the ACC. Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding are prohibited. All siding, no matter the type, is to be installed per manufacture guidelines.

Stucco exterior shall incorporate appropriate articulation, such as 6" trim around windows, 12" intermediate horizontal bands at 2-story elements, belly bands, frieze boards, etc. Stucco projections shall be of 2" nominal depth minimum.

**iii. Exterior Paint Colors**

Exterior wall colors and trim colors must be selected for their harmony with each other and the overall aesthetic goals of Caspian. Rain gutters and downspouts shall be painted to match the color of the surface to which they are attached.

Exterior colors of earth tones, warm tones or grays shall be required for the body of the house. Bright, bold or very dark colors (i.e. blue, red, yellow) shall not be allowed. In circumstances where 2-tone stucco may be allowed, a subtle, lighter shade may be considered.

**iv. Roof:**

All residences must be built with a minimum of thirty-five (35)

year life architectural composition unless otherwise approved by the Architectural Committee. Broken rooflines, gables, hip roofs, etc., are strongly encouraged. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch. Colors shall be Black walnut. Other roofing materials or colors are subject to written ACC approval.

**v. Rain Gutters**

All eaves shall be fully guttered unless the eave drops onto a lower roof that is fully guttered. All gutters and down spouts are required throughout, shall be continuous, and shall be painted to match the color of the surface to which they are attached. In such a case where gutters can be omitted the fascia shall be stacked.

**vi. Fascia Trim**

Roof fascia shall be a minimum of 2x6 stacked over 2x8 dimensional lumber or comparable size composite material. The required 2x6 may be waived in the event of appropriate fascia gutter providing similar definition. If builders are installing a 5" or larger fascia gutter, there is no requirement to stack over the base. In cases where gutters are omitted the fascia shall be stacked. Stack is required on all barges. Certain architectural styles may require wider fascia. Gables shall incorporate stacked trim including 2x6 stacked over 2x8 dimensional lumber or comparable size composite material. Sixteen-inch (16") minimum eaves and twelve-inch (12") minimum gables are required.

Narrower fascias may be considered if important for a specific architectural style.

**vii. Architectural Detail/ Accents**

Special attention should be paid to architectural details. Proper proportioning of elements will be considered. Decorative wood applications such as columns, corbels, crown, dentil molding

and heavy window trim are required. Dormers, gables, bayed windows, and porches are encouraged.

**viii. Chimneys**

Chimneys may be restricted for size and location. All full height chimneys shall have an architectural metal chimney cap that fully encloses the chimney pipes and painted as approved by the ACC.

**ix. Address Plaques**

Address plaques or numbers shall be metal construction and shall be sized and located per City of Kuna requirements

**d. Garage and Driveways**

Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with/ and approved by the Architectural Committee. Garage door height shall be 8' minimum and 12' maximum unless otherwise approved by the Architectural Committee. Interiors of garages shall be sheetrocked, taped, sanded and painted. Wood trim around doors and windows, as well as garage doors shall be painted.

Driveways shall not extend more than one foot past the edge of the garage doors and shall be minimized at the curb where practical to provide additional space for landscaping.

Although RV garages are not prohibited, plans submitted with RV garages will be subjected to a more detailed review process and may be denied by ACC. Architectural review will be subjective and in the sole discretion of the ACC. The ACC review will consider:

- Setback from the street and the rest of the house
- How prominent the garage door appears. The intent is to minimize the impact as much as possible
- How well the roof structure blends with the rest of the house.
- Proximity to other homes with RV garages.

**e. Detached Storage Facilities:**

All vehicles, trailers, tools, and equipment shall be stored out of view



in enclosed structures or behind fencing so it isn't visible from the street. A maximum of one (1) detached storage facilities, such as storage sheds, shall be of the same construction, finish, and color as proposed and approved for the house. Size and location may be restricted. Any such structure shall be placed on a concrete pad in a location approved by the ACC and meet the following requirements:

- i. A building permit is required if the structure is over 120 s.f. or attached to the primary residence and comply with all permits and requirements of Kuna;
- ii. Structure cannot be over 8' in height to midpoint of roof (measured between the roof peak and eaves);
- iii. Sometimes these structures can be placed in the rear yard setback but cannot encroach in the side yard setback. The side yard setback extends all the way to the rear of the property. Some rear setbacks also contain "utility easements" and therefore construction is prohibited;

Depending on location, additional landscaping may also be required. Metal storage sheds or other dissimilar structures are prohibited. The ACC encourages the storage of boats, RV's camp trailers and other similar vehicles or trailers in offsite storage facilities unless RV garage is approved by the ACC.

Note: Lower profile trailer storage is allowed on the side of the home where trailer is not visible above fence. Concrete driveways may not extend past the side of the garage. Access to this side storage area must be landscape rock or other material subject to ACC approval.

**f. Fences:**

The Declaration of Covenants, Conditions, and Restrictions (CC&R's) provides that the Architectural Control Committee may set standards relating to the construction of improvements within the Caspian Subdivision. Without proper design, construction, and maintenance standards, perimeter fencing can often present a hodgepodge look, which can rapidly deteriorate and degrade the character of the neighborhood.

The type, design, material and finish of all privacy fences shall be as specified in the ACC Standards, it being the intent of the Grantor that all such privacy fencing shall present, a uniform appearance throughout the Property.

Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC and the City of Kuna. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence proposed.

**Vinyl Fencing:**

All fencing shall be constructed six feet (6') in height and shall be vinyl matching the brand and color of the developer installed fencing approved in advance by the Architectural Committee. All fencing shall meet the requirements of the City of Kuna and be permitted as required by Kuna. All fencing shall be maintained by the Owner in good repair.

Wherever possible, adjoining lots shall use common corner posts.

Front fence setbacks shall be a minimum of 4 feet behind the principle setback of the house on each side of the lot.

**i. Dog Runs:**

Dog runs must be approved by ACC prior to installation. Size and location may be restricted. If approved, they shall be commercially manufactured and well maintained.

**g. Landscaping**

A landscape plan shall be prepared and submitted to the ACC for approval prior to installation of plant material. Although certain minimum standards for each lot type have been established, additional landscaping is encouraged and may be required by the ACC. The ACC will consider how the proposed landscaping blends

with and promotes the overall aesthetics of the site in conjunction with structures. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers will be encouraged.

Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing.

Landscaping shall vary in height and dimension throughout yard and be coordinated with adjacent lots to create a continuous yet varied landscape. Berming with landscape and natural colored boulders. Landscaping of front, rear, and side yards is required to following the minimum standards within 30 days of substantial completion of the home:

- i. An automatic underground sprinkler system shall be installed throughout
- ii. Except at garden bed locations, sod shall be laid throughout

**Front Yard Minimum:**

All landscaping is to be completed within thirty (30) days from actual occupancy; It must be fully sodded within thirty (30) days from occupancy.

**Trees:** Each front yard shall contain at least 2 trees. At least one being a 2" or larger caliper deciduous tree, the other tree may be a 6' (when buried) evergreen. A 6'-8' Ornamental tree qualifies as one of the required two trees.

**Shrubs:** Five 5-gallon plants, Five 2-gallon plants, and Three or more 1-gallon plants or grasses. Grasses and natural plantings are encouraged.

**Ground Cover Mulch:** Shall be dark colored or black permabark or approved alternative for a general dark, uniform color tone throughout the neighborhood.

An Automatic Sprinkler System (covering all of the yard) must be completed within thirty (30) days of occupancy.

All planter beds shall be irrigated with drip irrigation. Care shall be taken to prevent irrigation from spraying against the foundation or on any component of the residence. Irrigation water shall not be allowed to run off the lot in any direction and shall never drain to a neighboring lot.

**Back Yard and Side Yard Minimum:**

Sod and Full in-ground automated sprinklers.

**Trees:** Shall contain 2 additional trees. At least one being a 2" or larger caliper deciduous trees, the other being a 6' minimum evergreen.

**Shrubs:** Four 5-gallon plants and four 1-gallon plants are required.

**Ground Cover Mulch:** Shall be dark colored or black permabark or approved alternative for a general dark, uniform color tone throughout the neighborhood.

Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1. Driveway site coverage shall be minimized to provide additional area for landscaping. Gravel pads for parking of vehicles, trailers, etc. are not acceptable.

**h. Exterior Lighting**

In order to maintain a well-lit streetscape and promote neighborhood safety, each home shall provide front yard exterior lighting by one of the following methods:

- i. A minimum of two Dark Sky wall mounted lights with a 60-watt bulb or Dark Sky canned lighting shall be installed at the front of each home in a location that will provide light to the front yard and adjoining streets. The lights shall have photosensitive switches that automatically activate the lights in the evenings.

Other approved lighting includes normal entrance lights on porches, garages, and other entries to the home providing they do not exceed 100 watts each. High watt fixtures intended for lighting back yard play

areas may be permitted with the approval of the ACC. Such fixtures must be mounted in an unobtrusive manner and shall not illuminate neighboring properties and shall not be operated at late hours that causes a nuisance to the neighboring property owners.

**i. Mailboxes:**

Mailboxes and newspaper receptacles will be specified by the Developer and approved by the Post Master. No exceptions or substitutions are permitted unless otherwise approved in writing by the ACC. After installation, the builder or owner shall protect and maintain the mailbox. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner. In the event that cluster mail boxes are required by the Post Master the location shall be determined by the Developer in coordination with the Post Master and installed by the Developer. In the event that lot specific mailboxes are allowed they will be specified by the Developer and shall be installed paired with the neighboring lot at their common garage side property line. The paired mailbox stand shall be installed by the first lot to obtain certificate of occupancy (CofO) and shall be installed immediately following CofO.

**j. Antennae**

Exterior radio antennae, television antennae or other antennae, including satellite dishes, must be approved in writing by ACC prior to installation.

**III. Construction Guidelines**

**a. Condition of Lot**

The developer, its engineer or surveyor may relocate missing property pins or sewer/water makers, as well as pressurized irrigation lot tie ins, that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing. Resetting property pins or utility markers will carry a minimum charge of \$100 from the developer plus cost of survey.

**b. Excavation**

Excavators are required to contact Dig Line at 342-1585 prior to commencing excavation on ANY lot. Lots shall be excavated in a manner that will not adversely impact neighboring lots. Excess dirt shall be removed from the subdivision and may not be deposited or dumped on other lots or vacant ground slated for future development. In the absolute discretion of the Developer a designated location for dumping clean excavation material may be provided and in the event all clean material excavated from all lots shall be dumped in the designated location.

**c. Elevation of Foundations**

Unless otherwise approved, foundations shall be set a minimum of 18" and a maximum of 24" above the back of curb elevation. Buyer shall take all necessary steps in setting the foundation elevation to ensure that drainage will be retained on site or drained into the adjoining street. Buyer may contact the developer after excavating and setting footings but prior to pouring the foundation for a pre-pour inspection.

**d. Construction and Jobsite Maintenance**

Upon commencement of construction, the construction of the improvements shall be diligently pursued in accordance with the ACC approved plans, including all conditions of approval. Construction shall be completed within one hundred eighty (180) days from the date construction commences, defined herein as excavation for the foundation.

If construction is not completed within 180 days from the date construction commences and builder is not diligently pursuing completion (with no activity on site for 30 days), the ACC/Association shall have the option to require the Owner and or the builder to return the lot to its original condition within twenty (20) days. If owner/builder has not returned the lot to its original condition within the timeframe required, the ACC/Association has the right to immediately access the site and return the lot to its original condition at the Owner/builder's expense.

Washout of concrete trucks and equipment will be performed outside of the subdivision or in a designated Concrete Washout Area identified in the absolute discretion of the Developer. Developer will determine a location and provide direction to the Concrete Washout Area within Caspian. Contractors are required to utilize this area to clean concrete trucks, pumpers, or other concrete coated equipment if washed within the subdivision.

Construction shall not begin prior to 7:00a.m. or continue after sunset; however, during the mid-summer months (June - August), contractors may begin as early as 6:00a.m. as long as they are sensitive to neighbors and must comply with the local jurisdiction.

**Jobsites shall be tidied up and free of debris each evening and prior to each weekend.** Each builder shall provide a trash bin/dumpster at the jobsite. Jobsite trash or debris that may be scattered by wind shall be properly contained in trash bin/dumpsters or by other means. Builders and lot owners who fail to maintain the lot in an orderly manner or allow construction debris to clutter surrounding properties may be subject to appropriate action from the developer or Owners Association. In the event a lot is allowed to accumulate excess debris or debris that can be blown from the lot, Developer and Association reserves the right to obtain the service of a contractor to clean the lot of excess debris and collect wind-blown debris and charge to the lot owner/builder the cost of clean-up plus a service fee of \$200.00 per event. Vehicles that travel into mud conditions shall remove all mud from their tires before proceeding into the streets. Tracking of mud into the street is absolutely prohibited and shall be cleaned immediately. The Developer and Association reserves the right to obtain the service of a contractor to clean any mud tracked into the street and charge to the lot owner/builder the cost of clean-up plus a service fee of \$200.00 per event.

Temporary toilets, construction equipment, and construction material shall be contained within the lot boundaries.

Temporary toilets will be provided by each builder. Builders shall encourage their subcontractors to utilize the facilities they have provided, in accordance with the lot/house that they are working on.

All vehicles will be parked within the lot boundaries or on public streets adjacent to the jobsite and shall not block traffic, mailboxes, or otherwise interfere with existing homeowners.

Loose dogs shall not be allowed at the construction site. No inappropriate language, shouting, or other inappropriate behavior. Radios or other music must be kept to a minimum volume.

Power and water must not be used from existing dwellings without permission from the owner.

Contractors must obey the speed limit within Caspian. No speeding or unsafe driving.

Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the owner or builder in a clean and orderly manner and may be cleaned by Developer/Association as defined above.

At their own discretion, builders may seek a Temporary Right-of-Way Use Permit from Ada County Highway District (ACHD) to temporarily block the sidewalk in front of a home under construction. For more information and specific requirements, please call (208) 387-6280.

It is absolutely prohibited to stage, stockpile, or store any construction material, supplies or foundation spoils on any adjacent property unless the adjacent property is under the same ownership as the source property without the express written approval from the Grantor to be considered and approved by the Grantor in the Grantor's sole and absolute discretion and in no event shall any construction material, supplies or foundation spoils be staged, stockpiled, or stored on the



sidewalk, in the street, in the gutter including the downstream gutters to the drop inlet and the drop inlet ("Restricted Area"). Violation of this prohibition shall subject the violating Owner of a Building Lot to a \$1,000.00 penalty, as well as any costs incurred in curing the violation, payable to Grantor for each violation, immediately upon notice from Grantor and not refundable. If Grantor approves of a variance to this provision, the Owner shall pay a \$1,000.00 cleaning deposit to the property manager of the Association. Upon consumption or removal of all materials or spoils placed on the Restricted Area the Owner shall submit a request for release of the cleaning deposit with the HOA property manager. The property manager will request the Grantor conduct an inspection to verify the Restricted Area including all downstream gutters and drop inlets are clean. If in the Grantor's sole discretion, the Grantor determines that any additional cleaning is required the Grantor will inform the property manager on the cleaning requirement and the Owner will have 24 hours to complete the cleaning to the Grantors satisfaction. If not cleaned and approved the Grantor may have the required cleaning completed and shall deduct the cost of cleaning including a 25% management fee from the cleaning deposit and any remaining cleaning deposit shall be refunded. Each inspection requested and completed by the Grantor shall obligate the lot owner to pay the Grantor a \$100.00 inspection fee for each inspection.

All complaints will be conveyed to the Builder, who is responsible for compliance with these guidelines. The Builder is responsible to the developers of Caspian and the Caspian Owners Association for the compliance of their contractors and subcontractors with these jobsite guidelines. It is important that the Caspian experience be a positive one for builders, contractors, residents and their families.

- END -

