



Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



Office Use Only

File No.(s): 22-14-S, 22-31-DR

Project Name: Griffins Point

Date Received: 06.21.2022

Date Accepted as Complete: _____

Type of review requested (check all that apply):

<input type="checkbox"/>	Annexation & Zoning	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input checked="" type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input checked="" type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: Boise Basin Development

Address: 1065 S Allante Pl Boise, ID 83709

Phone: 208-284-0329 Email: chase@ownboise.com

Applicant (Developer) Information

Name: ''

Address: _____

Phone: _____ Email: _____

Engineer/Representative Information

Name: Tim Nicholson Kimley-Horn

Address: 1100 W Idaho St Suite 210 Boise, ID 83702

Phone: 208-410-6147 Email: tim.nicholson@kimley-horn.com

Subject Property Information

Site Address: 5055 E. Kuna Rd

Nearest Major Cross Streets: Kuna Rd + Eagle Rd

Parcel No.(s): 51428223050

Section, Township, Range: 29 2N 1E

Property Size: 22.275 ACRES

Current Land Use: Manufactured Home Proposed Land Use: RESIDENTIAL

Current Zoning: R-4 Proposed Zoning: R-4

Project Description

Project Name: Griffons Point

General Description of Project: 72 single-family homes

Type of proposed use (check all that apply and provide specific density/zoning):
 Residential: R-2 (R-4) R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD
 Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: Multi-use and micro-paths, play structure, open space and shade structure

Residential Project Summary (If Applicable)

Are there existing buildings? (YES) NO

If YES, please describe: EXISTING MANUFACTURED HOME + MULTIPLE SHEDS WILL BE REMOVED WITH THE PROJECT

Will any existing buildings remain? YES (NO)

No. of Residential Units: 72 No. of Building Lots: 72

No. of Common Lots: 14 No. of Other Lots: N/A

Type of dwelling(s) proposed (check all that apply):
 Single-Family Townhomes Duplexes Multi-Family
 Other: _____

Minimum square footage of structure(s): N/A

Gross Density (Dwelling Units ÷ Total Acreage): 3.23

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.51

Percentage of Open Space provided: 15.35% Acreage of Open Space: 3.42

Type of Open Space provided (i.e. public, common, landscaping): Public paths,

common lots + landscaping

Non-Residential Project Summary (If Applicable)

Number of building lots: N/A Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature:  Date: 6/21/2022

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided to you for application attachments to be uploaded to the cloud.



Preliminary Plat Application



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(208) 922-5274 | www.KunaCity.ID.gov

Preliminary Plats require public hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

****Office Use Only****

Case No(s): 22-14-S, 22-31-DR

Project Name: Griffins Point

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff

Date Received: 06.21.2022

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat Application
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code.
- Vicinity Map 8.5” x 11” : Drawn to scale of 1” = 300’ (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Preliminary Plat Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. *(One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. *(A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.)*
- Preliminary Plat (24” x 36”): Drawn to a scale of 1” = 100’ (or similar), showing
 - Topography at 2’ intervals
 - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
 - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
 - Easements/common space such as utility easements, parks, community spaces, etc.
 - Layout & dimensions of lots
 - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Preliminary Plat (8.5” x 11”): Drawn to a scale of 1” = 100’ (or similar), with the same items as listed in the “Preliminary Plat”.

- Phasing Plan
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas.

IF THE PRELIMINARY PLAT INCLUDES 100 LOTS OR MORE,
A TRAFFIC IMPACT STUDY IS REQUIRED.

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee (KCC 5-1A-2C).

Complete applications shall be reviewed within sixty (60) days of date of acceptance (KCC 5-1A-5A).

Applicant Signature: _____



Date: 6/21/2022

By signing, you are confirming you have provided all required items listed on this application.



June 21, 2022

Planning & Zoning Department
City of Kuna
751 W 4th Street,
Kuna, ID 83634
P.O. Box 13

RE: *Griffons Point Preliminary Plat Request*

On behalf of Boise Basin Development, we are submitting the Griffons Point preliminary plat request for review and approval.

The subject property is located at 5055 E Kuna Road and consists of 22.27 acres. Existing on site is a manufactured home with several outbuildings. The site was recently annexed and zoned R-4 (Medium density residential district) with the property to the east.

The R-4 zone requires a minimum lot size of 6,600 square feet and a 66' minimum street frontage. The proposed subdivision consists of 72 buildable and 14 non-buildable lots. The minimum lot size will be 6,600 square feet and the average lot size will be 8,080 square feet. The residential gross density will be 3.23 dwelling units per acre which is below the allowed density of R-4 zoning, 4 units per acre. The common lots will provide the required buffer along Kuna Road and a 20' buffer and walking trail along the adjacent properties to the east and south. Common lots will serve as open space amenities with micro-paths and as a private driveway to provide access to single-family homes. The New York Canal and their associated easement abut the perimeter of the site. The project will be serviced by City sewer and potable water. Maintenance of the common lots, landscaping and private drives will be included in the adopted CC&Rs.

The project will be completed with one phase. Access will be limited to one access onto Kuna Road and a stub street to the east. An internal public road network (50' wide right of way) will service the development. The access points as proposed will mitigate adverse impacts by consolidating access internal to the development where possible. Curb, gutter, sidewalks will be provided along Kuna Road in compliance with Ada County Highway District requirements. A traffic impact study is not required for this project as there are less than 100 lots.

The proposal is consistent with the several comprehensive plan policies, including Policy 3.D.1.a which encourages the development of housing that meets the demand for household sizes, lifestyles and settings. In addition, Policy 2.A.2.d calls for working with developers to direct the expansion of trails and pathways throughout Kuna, several pathways are included within the project providing future neighborhood connectivity. The inclusion of sidewalks along Kuna Road is consistent with Goal 4.B which calls for increasing sidewalk connectivity along arterials and collectors throughout the City. The right-of-way dedication along Kuna Road is consistent with Policy 4.A.1.c. which calls for ensuring corridor width is preserved to support future widening and capacity improvements. The included connection to City water and sewer is supported by Policy 4.F.2.h and 4.F.2.i. as the property is annexed into City limits and connecting to the City's sewer and potable water.

Agency requirements will be fully met and submitted for your review and comment as the project continues. Initial meetings indicate that agencies are in alignment and agreement for the proposed project; however, as additional needs arise, they will be mitigated and incorporated in the project design. The best engineering, architectural, and construction practices will be employed and implemented by the ownership and consultant team.

We greatly appreciate your time and review of our application submittal. In accordance with the submittal checklists, we are submitting electronically with all required information. Please contact me at (208) 410-6147 or Tim.Nicholson@kimley-horn.com should you have any questions.

Sincerely,



Tim Nicholson, P.E.
Kimley-Horn
Project Manager





August 27, 2021
Project No. 121120

BOISE BASIN PARCEL
KUNA ANNEXATION DESCRIPTION

A parcel of land located in the Northwest One Quarter of the Northwest One Quarter of Section 28, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section Corner common to Sections 20, 21, 28 and 29 of said Township 2 North, Range 1 East, (from which point the North One Quarter Corner of said Section 28 bears South 89°38'23" East, 2639.92 feet distant);

Thence from said Section Corner, South 89°38'23" East, a distance of 287.65 feet on the north line of said Section 28 to the POINT OF BEGINNING;

Thence South 89°38'23" East, a distance of 1032.22 feet on the north line of said Section 28 to the West 1/16th Corner common to Sections 21 and 28 of said Township 2 North, Range 1 East;
Thence South 00° 48' 35" West, a distance of 1052.10 feet on the north-south 1/16th Section Line of the Northwest One Quarter of said Section 28 to a point on the centerline of the Mora Canal;
Thence on the centerline of the Mora Canal for the following courses and distances:

Thence North 82° 00' 00" West, a distance of 42.76 feet to a point of curve;

Thence 349.07 feet on the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 20° 00' 00", a chord bearing of North 72° 00' 00" West and a chord length of 347.30 feet;

Thence North 62° 00' 00" West, a distance of 395.82 feet to a point of curve;

Thence 148.35 feet on the arc of a curve to the left, having a radius of 250.00 feet, a central angle of 34° 00' 00", a chord bearing of North 79° 00' 00" West and a chord length of 146.19 feet;

Thence South 84° 00' 00" West, a distance of 157.09 feet to a point of curve;

Thence 36.65 feet on the arc of a curve to the right, having a radius of 300.00 feet, a central angle of 07° 00' 00", a chord bearing of South 87° 30' 00" West and a chord length of 36.63 feet;

Thence North 89° 00' 00" West, a distance of 51.83 feet to a point of curve;

Thence 153.18 feet on the arc of a curve to the right, having a radius of 300.00 feet, a central angle of 29° 15' 17", a chord bearing of North 74° 22' 21" West and a chord length of 151.52 feet;

Thence leaving the centerline of the Mora Canal, South 25° 44' 00" West, a distance of 23.73 feet to a point on a curve on the easterly right of way line of South Eagle Road;

Thence 58.74 feet on the arc of a curve to the left, having a radius of 110.00 feet, a central angle of 30° 35' 49", a chord bearing of North 56° 48' 56" West and a chord length of 58.05 feet to a point on the west line of said Section 28;

Thence North 00° 49' 39" East, a distance of 41.42 feet on the west line of said Section 28 to a point on the centerline of the New York Canal;

Thence North 25° 44' 00" East, a distance of 683.80 feet to a point on the southerly right of way line of East Kuna Road;

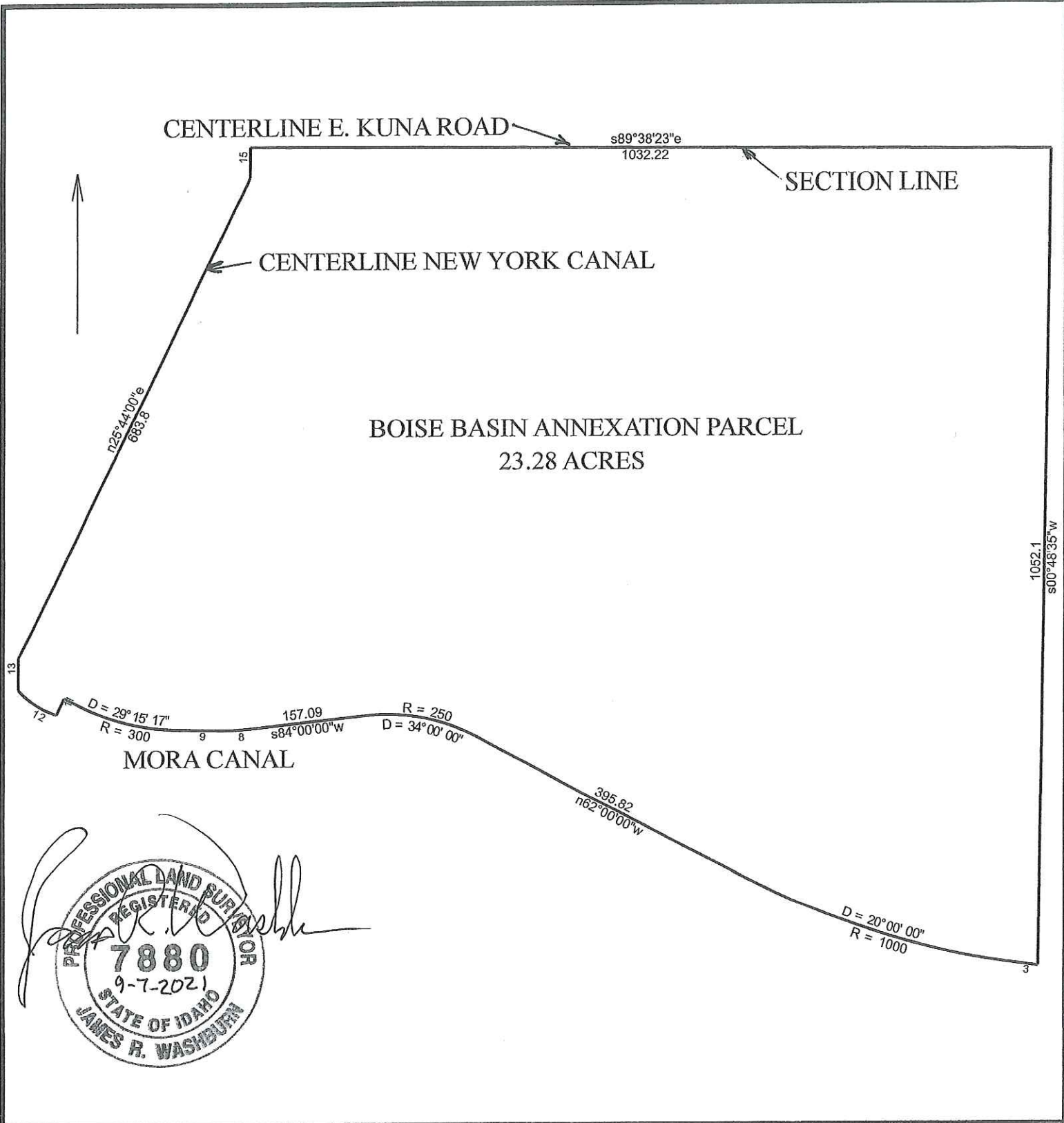
Thence North 00° 21' 37" East, a distance of 40.00 feet to the POINT OF BEGINNING.

The above described parcel contains 23.28 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.

James R. Washburn





BOISE BASIN ANNEXATION PARCEL EXHIBIT MAP

9/7/2021

Scale: 1 inch = 171 feet

File:

Tract 1: Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=4267 ft.

- 01 s89.3823e 1032.22
- 02 s00.4835w 1052.1
- 03 n82.0000w 42.76
- 04 Rt, r=1000.00, delta=020.0000, chord=n72.0000w 347.30
- 05 n62.0000w 395.82
- 06 Lt, r=250.00, delta=034.0000, chord=n79.0000w 146.19
- 07 s84.0000w 157.09
- 08 Rt, r=300.00, delta=007.0000, chord=s87.3000w 36.63
- 09 n89.0000w 51.83
- 10 Rt, r=300.00, delta=029.1517, chord=n74.2221w 151.52

- 11 s25.4400w 23.73
- 12 Rt, r=110.00, delta=030.3549, chord=n56.4856w 58.05
- 13 n00.4939e 41.42
- 14 n25.4400e 683.8
- 15 n00.2137e 40

AFTER RECORDING MAIL TO:

1065 S. Allante Pl
Boise, Idaho 83709

WARRANTY DEED

File No.: 4106-3661499 (WS)

Date: **January 25, 2021**

For Value Received, **Michael R. Smith, Trustee of The Michael R. Smith Living Trust dated July 12, 2016**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Boise Basin Development LLC**, hereinafter referred to as Grantee, whose current address is **1065 S. Allante Pl, Boise, Idaho 83709**, the following described premises, situated in **Ada County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Ada, State of Idaho, described as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE SOUTH 00°49'39" WEST 657.86 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE CENTERLINE OF THE NEW YORK CANAL, SAID POINT BEING THE REAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 25°44'00" EAST 683.80 FEET ALONG SAID CENTERLINE TO POINT ON THE SOUTH RIGHT OF WAY OF EAST KUNA ROAD; THENCE SOUTH 89°38'23" EAST 77.65 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE SOUTH 24°39'35" WEST 70.18 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE NORTH 60°00'00" EAST 69.00 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE NORTH 25°00'00" EAST 32.00 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE SOUTH 89°38'23" EAST 825.71 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE; THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT 84.40 FEET, SAID CURVE HAVING A RADIUS OF 1105.92 FEET, A CENTRAL ANGLE OF 04°22'22", TANGENTS OF 42.22 FEET, AND A CHORD WHICH BEARS SOUTH 87°27'12" EAST 84.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 00°48'35" WEST 1008.88 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE CENTERLINE OF THE MORA CANAL; THENCE ALONG THE CENTERLINE OF THE MORA CANAL THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 82°00'00" WEST 42.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE

TO THE RIGHT 349.07 FEET, SAID HAVING CURVE A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 20°00'00", TANGENTS OF 176.33 FEET, AND A CHORD WHICH BEARS NORTH 72°00'00" WEST 347.30 FEET TO A POINT OF TANGENCY; THENCE NORTH 62°00'00" WEST 395.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT 148.35 FEET, SAID HAVING CURVE A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 34°00'00", TANGENTS OF 76.43 FEET, AND A CHORD WHICH BEARS NORTH 79°00'00" WEST 146.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84°00'00" WEST 157.09 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT 36.65 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 07°00'00", TANGENTS OF 18.35 FEET, AND A CHORD WHICH BEARS SOUTH 87°30'00" WEST 36.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'00" WEST 51.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT 153.18 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 29°15'17", TANGENTS OF 78.30 FEET, AND A CHORD WHICH BEARS NORTH 74°22'21" WEST 151.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE NEW YORK CANAL; THENCE LEAVING THE CENTERLINE OF THE MORA CANAL: THENCE SOUTH 25°44'00" WEST 23.73 FEET ALONG THE EASTERLY RIGHT OF WAY OF THE NEW YORK CANAL TO A POINT ON THE EAST RIGHT OF WAY OF SOUTH EAGLE ROAD, SAID POINT BEING ON A CURVE; THENCE ALONG THE EAST RIGHT OF WAY OF SOUTH EAGLE ROAD ALONG A CURVE TO THE LEFT 58.74 FEET, SAID CURVE HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 30°35'49", TANGENTS OF 30.09 FEET, AND A CHORD WHICH BEARS NORTH 56°48'46" WEST 58.05 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°49'39" EAST 41.42 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

APN: S1428223050

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.



Neighborhood Meeting Certification



PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: SINGLE FAMILY RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT

Date of Meeting: 5-24-22 Time: 6:30 - 7:30 PM

Meeting Location: 5055 E. KUNA RD - PROJECT SITE

Site Information

Location: Section 28 Township 2N Range 1E Total Acres 22.275
Subdivision Name: N/A Lot _____ Block _____

Address: 5055 E. KUNA RD

Parcel No(s): 51428223050

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: BOISE BASIN DEVELOPMENTS

Address: 1065 S. AVANTEE PL BOISE, ID 83709

Contact Person

Name: TIM NICHOLSON

Business Name (if applicable): KIMLEY-HORN

Address: 1100 W. IDAHO ST SUITE 210 BOISE, ID 83703

Phone: 610-410-6147 Email: tim.nicholson@kimley-horn.com

Applicant

Name: BOISE BASIN DEVELOPMENT

Address: 1065 S. AVANTEE PL BOISE, ID 83709

Phone: 208-284-0829 Email: chase@ownboise.com

I, CHASE CRAIG, certify that a Neighborhood Meeting was conducted at the time and location noted on this form in accordance with Kuna City Code 5-1A-2.

Applicant Signature:  Date: 5-24-22

SIGN-IN SHEET

Project Name: 5055 E. KUMA RD

	Name	Address	Phone
1	Tom Nicholas	1100 W. IDAHO ST SUITE 210 Boise	208-410-6147
2	[Signature]	6365 Eagle	208-225-794
3	Jani Mendiola	226 S. Eagle Rd	208-870-3763
4	Jon Mendiola	"	208-949-7468
5	DENNIS RAINWATER	145 S. MARKO LANE	661-699-4950
6	NORM KRUEGER	41 S. MARKO LN	208-340-3495
7	DENNIS MARKOVETZ	325 S. TERBENLA	208-871-0585
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NEIGHBORHOOD MEETING MINUTES

Meeting Date: 5-24-22 Number of Attendees: 7


Location: 5055 E. KUHA RD ONSITE

Project Description: SINGLE FAMILY RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT

Attendee Comments or Concerns: _____

TIMELINE FOR MARKOVETZ PARCEL - SEVERAL MONTHS OUT
CONCERN OVER FOOT BRIDGE CONNECTION - UNSAFE
FENCE ALONG CANAL - SAFETY
NO PITCH COMPANY ACCESS ON OUR SIDE, ONLY MARIOLA SIDE
BRIDGE IS USED AS MEASURING STATION - CUT OFF HALF
MARKOVETZ WORKING W/ A DEVELOPER
IS THIS GOING TO BE A C&H DEVELOPMENT? - UNLIKELY
CONCERN OVER WANTING LARGER LOTS ADJACENT TO
MARCO LAKE (1/4 ACRES PREFERRED/REQUESTED)

I, CHASE CRAIG, hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.

Applicant Signature:  Date: 5-24-22



COMMITMENT TO PROPERTY POSTING

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



Per Kuna City Code (KCC) 5-1A-8, the Applicant, for all applications requiring a Public Hearing, shall post the subject property *not less than ten (10) days prior to the hearing*. The Applicant shall post a copy of the Public Hearing notice on the property under consideration; all posting must be in substantial compliance.

The Applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the Planning and Zoning Department *no later than seven (7) days* prior to the Public Hearing, attesting to where and when the sign(s) were posted. Unless such certificate is received by the required date, the hearing will be continued to the next available date, as scheduling permits.

The signs shall be removed no later than three (3) days after the end of the Public Hearing for which the sign(s) had been posted.

Print Name: Tim Michelson

Signature: [Handwritten Signature] Date: 6-21-22

From: [Sub Name Mail](#)
To: [Womack, Nicolette](#)
Cc: [Jim Washburn](#)
Subject: RE: Griffons Point Subdivision Name Reservation
Date: Tuesday, June 14, 2022 7:21:26 AM
Attachments: [image002.png](#)
[image003.png](#)
[image005.png](#)

June 14, 2022

Jim Washburn, The Land Group
Nicolette Womack, Kimley-Horn

RE: Subdivision Name Reservation: **GRIFFONS POINT SUBDIVISION**

At your request, I will reserve the name **Griffons Point Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 *office*
(208) 287-7909 *fax*

griffin, also spelled **griffon** or **gryphon**, composite mythological creature with a lion's body (winged or wingless) and a bird's head, usually that of an eagle.

<https://www.britannica.com> › [griffin-mythological-creature](#) ⓘ

[griffin | Myth, Meaning, & Facts - Encyclopedia Britannica](#)

From: Womack, Nicolette <Nicolette.Womack@kimley-horn.com>
Sent: Monday, June 13, 2022 4:45 PM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Chase Craig <chase@ownboise.com>; Nicholson, Tim <Tim.Nicholson@kimley-horn.com>
Subject: [EXTERNAL] RE: Subdivision Name Reservation

Hello,

Is 'Griffons Point' available?

The parcel number S1428223050.

Owner and Developer is BOISE BASIN DEVELOPMENT LLC

Contact is Chase Craig
1065 S. ALLANTE
BOISE, ID 83709

The Surveyor is The Land Group.

Kimley-Horn will be responsible for the plat.

Thank you,

Nicolette Womack, AICP

Kimley-Horn | 1100 W. Idaho Street, Suite 210, Boise, ID 83702

Direct: 208.207.8477 | Mobile: 435.232.3905

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Celebrating 15 years as one of FORTUNE's 100 Best Companies to Work For

From: Sub Name Mail <subnamemail@adacounty.id.gov>

Sent: Monday, June 13, 2022 7:57 AM

To: Womack, Nicolette <Nicolette.Womack@kimley-horn.com>

Subject: RE: Subdivision Name Reservation

Nicolette,

The primary name "HUNTERS" has previously been recorded and cannot be used in this location. Please choose another name.

Please note that the following information is also required prior to reserving a name, and was not included.

- The Parcel Numbers of all of the parcels to be included in the Subdivision
- The name and contact information for the Owner
- The name and contact information for the Developer
- The name of the Professional Land Surveyor and firm that will be in responsible charge of the plat

A link to the current Ada County Subdivision Naming Policy is included below as a guide to what is

allowed.

A link is also included below to a search function on the Ada County Surveyors website which will assist you in weeding out names that cannot be reserved. The search is more accurate if fewer words are used in the search for a primary name. Rule of thumb is that if you can find the primary name, chances are that it cannot be used.

Name Policy: https://adacounty.id.gov/developmentservices/wp-content/uploads/sites/37/Plat_Naming_Policy_Ada_County_Surveyor.pdf
[nam11.safelinks.protection.outlook.com]

Online Name Search: <https://apps.adacounty.id.gov/developmentservices/dsSubSearch/>
[nam11.safelinks.protection.outlook.com]



The screenshot shows the Ada County Development Services website. The header includes the Ada County logo and the text 'ADA COUNTY DEVELOPMENT SERVICES'. The main heading is 'Official Ada County Reserved Sub Name List'. Below this, there is a search prompt: 'Enter the letter(s) of a subdivision name below to search existing names.' A search box contains the text 'hunt' and a 'SEARCH' button. Below the search box, a notification states '11 Subdivision names were found containing HUNT'. A table lists the results:

Sub Name	Date Reserved	Date Recorded	Applicant
HUNTER ESTATES	11/8/1979	11/8/1979	
HUNTERS CREEK SUB NO 01	7/25/2006	9/27/2007	CAPITAL DEVELOPMENT INC
HUNTINGTON PARK SUB NO 01	7/6/1979	7/6/1979	
HUNTINGTON PARK SUB NO 02	7/6/1979	4/28/1983	

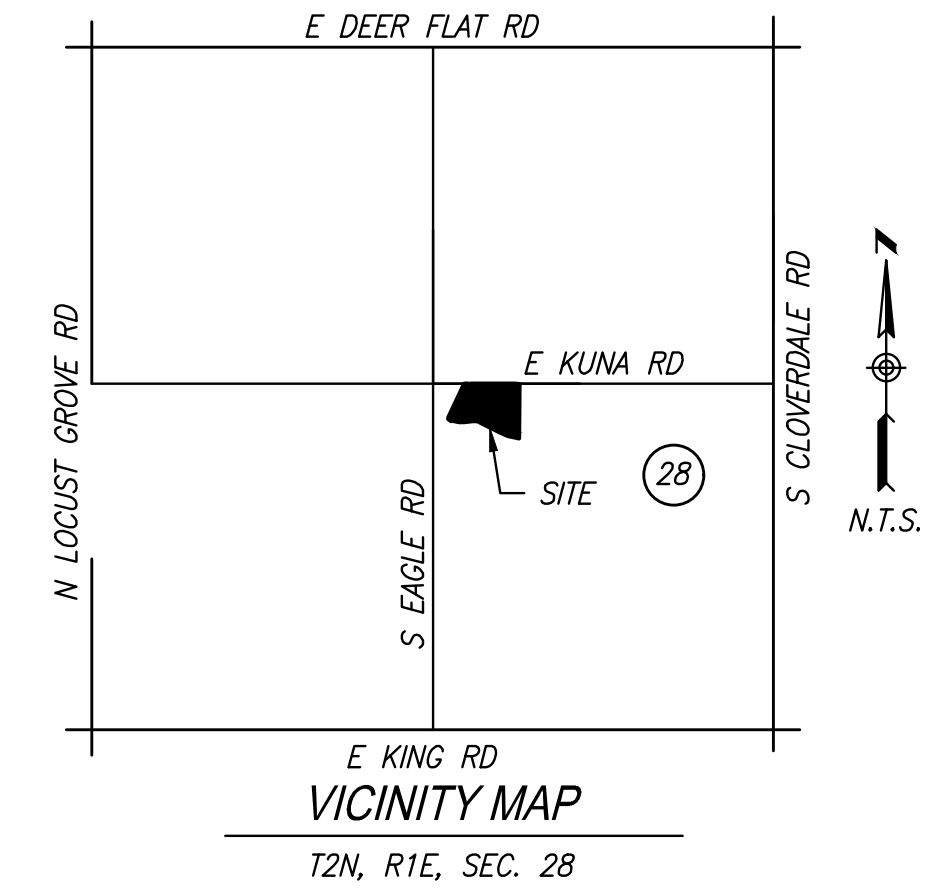


Glen Smallwood
Surveying Technician
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 office
(208) 287-7909 fax

From: Womack, Nicolette <Nicolette.Womack@kimley-horn.com>
Sent: Friday, June 10, 2022 8:09 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Subject: [EXTERNAL] RE: Subdivision Name Reservation

GRIFFONS POINT SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE NW $\frac{1}{4}$ OF SECTION 28,
TOWNSHIP 2 NORTH, RANGE 1 EAST
ADA COUNTY, IDAHO



OWNER/DEVELOPER

BOISE BASIN DEVELOPMENT, LLC
1065 S. ALLANTE PLACE
BOISE, ID 83709
TELEPHONE: (208) 284-0829
CONTACT: CHASE CRAIG

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
1100 W. IDAHO STREET
SUITE 210
BOISE, ID 83702
PHONE: (208) 410-6147
CONTACT: TIM NICHOLSON, PE

LAND SURVEYOR

THE LAND GROUP
462 E SHORE DR
SUITE 100
EAGLE, ID 83616
PHONE: (208) 939-4041
CONTACT: JAMES WASHBURN, PLS

PRELIMINARY PLAT DATA

EXISTING ZONING: R-4
PROPOSED ZONING: R-4

GROSS ACREAGE: 22.27 AC
NET ACREAGE: 15.95 AC
TOTAL NUMBER OF LOTS: 86
BUILDABLE LOTS: 72
COMMON LOTS: 14
MINIMUM LOT SIZE (SF): 6,600 SF
AVERAGE LOT SIZE: 8,080 SF
RESIDENTIAL GROSS DENSITY (DU/AC): 3.23 DU/AC

PRELIMINARY PLAT NOTES

- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH TITLE II OF MERIDIAN CITY CODE UNLESS OTHERWISE MODIFIED BY CONDITIONAL USE PERMIT.
- THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF MERIDIAN AT THE TIME OF THE RE-SUBDIVISION.
- ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A TEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE DIMENSIONED.
- FRONT, REAR, AND SIDE YARD EASEMENT LOCATIONS AND WIDTHS TO BE DETERMINED WITH FINAL PLAT.
- MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
- 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 NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION.
- LOT 1, BLOCK 1; LOT 19, BLOCK 3; LOT 2, BLOCK 4; LOT 1, 10, & 19, BLOCK 6; AND LOT 1, BLOCK 7 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE GRIFFONS POINT SUBDIVISION HOMEOWNERS ASSOCIATION. THESE LOTS SHALL BE USED FOR HOMEOWNER PEDESTRIAN ACCESS AND LANDSCAPING AND ARE SUBJECT TO A BLANKET EASEMENT ACROSS SAID LOTS FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE.
- LOT 9, BLOCK 1; LOT 18, BLOCK 3 ARE COMMON DRIVEWAY LOTS FOR THE PURPOSE OF INGRESS/EGRESS. ALL COMMON DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH UDC-6-4B-8.

LEGEND

---	PROPOSED CL/SECTION LINE
---	PROPERTY BOUNDARY
---	ROAD RIGHT OF WAY
---	LOT LINE
---	EASEMENT
---	PROPOSED PROPERTY SETBACK
SS	PROPOSED 8" SEWER
W	PROPOSED 8" WATER (3' COVER)
---	PROPOSED CURB
⊙	PROPOSED SEWER MANHOLE
⊙	PROPOSED FIRE HYDRANT
S	EXISTING SEWER MAIN
W	EXISTING WATER MAIN
T	EXISTING TELEPHONE LINE
---	EXISTING EDGE OF PAVEMENT
X-X	EXISTING FENCE
OH	EXISTING OVERHEAD POWER
□	EXISTING GUARDRAIL

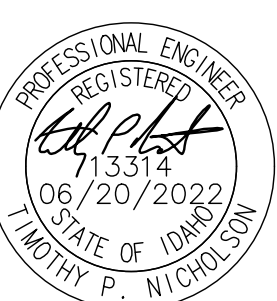
SHEET INDEX	
SHEET NUMBER	SHEET TITLE
01	PRELIMINARY PLAT
02	PRELIMINARY PLAT
03	EXISTING CONDITIONS
04	EXISTING CONDITIONS
05	EXISTING CONDITIONS
06	EXISTING CONDITIONS
07	EXISTING CONDITIONS
08	PRELIMINARY ENGINEERING PLAN
09	PRELIMINARY ENGINEERING PLAN
10	PRELIMINARY ENGINEERING PLAN
11	PRELIMINARY ENGINEERING PLAN
12	PRELIMINARY ENGINEERING PLAN
13	TYPICAL SECTIONS
14	PRELIMINARY LANDSCAPE PLAN
15	PRELIMINARY LANDSCAPE DETAILS

K:\B0_Civil\093851000_5055_Kuna Road Entitlements\CADD\Plan Sheets\Pre Plat\PP01.dwg Jun 21, 2022 Joel Hassebring
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CHECKED BY: TPN
DATE: 06/20/2022

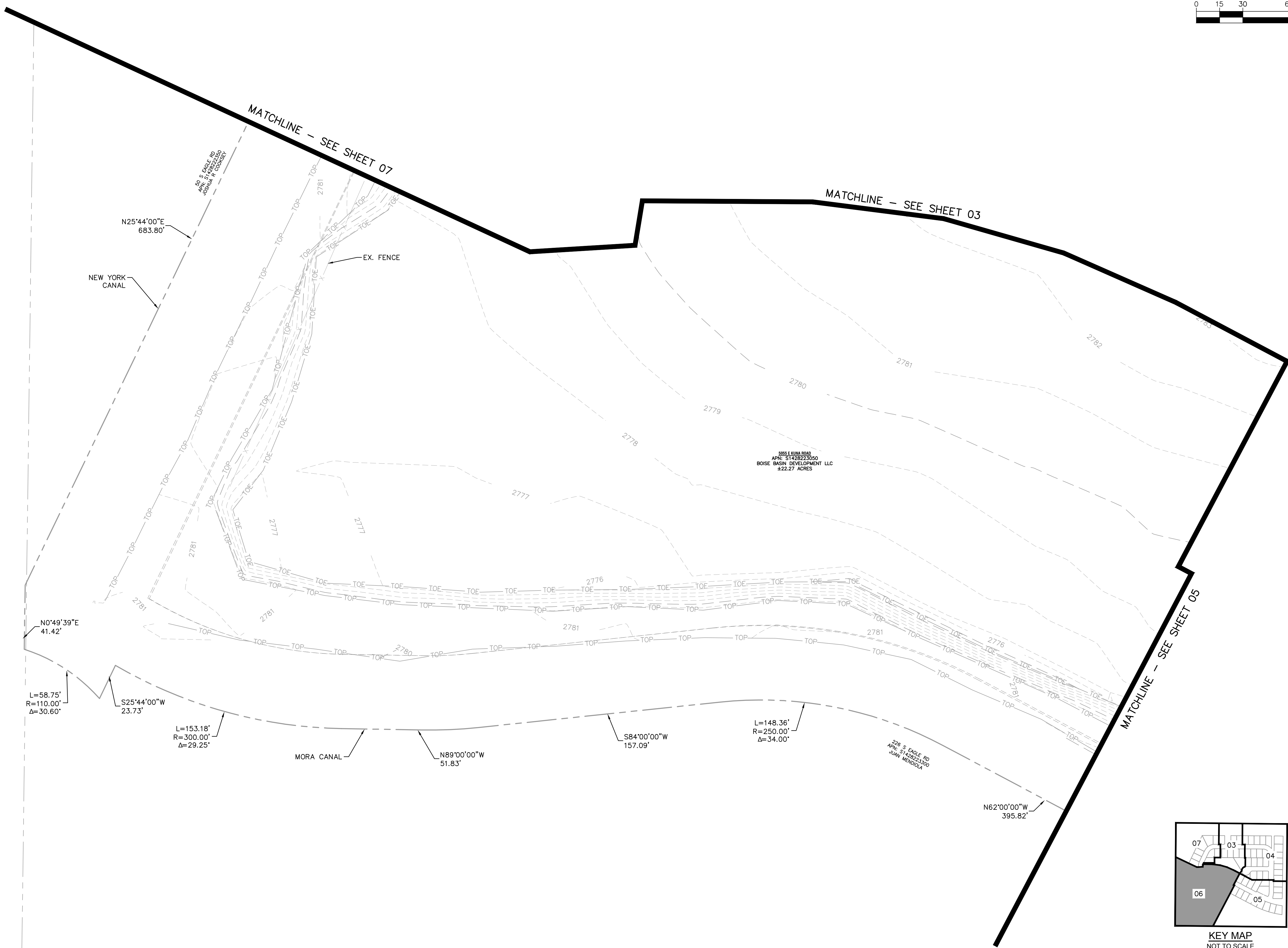
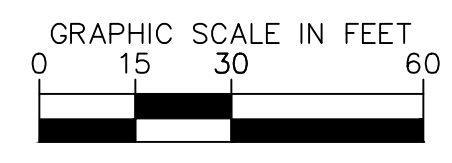
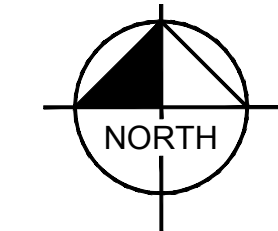
GRIFFONS POINT SUBDIVISION
PRELIMINARY PLAT
KUNA, IDAHO



PROJECT NO.
093851000
DRAWING NAME
PP01.dwg

NO.	REVISION	BY	DATE	APPR.

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N0°49'39"E
41.42'

L=58.75'
R=110.00'
Δ=30.60'

S25°44'00"W
23.73'

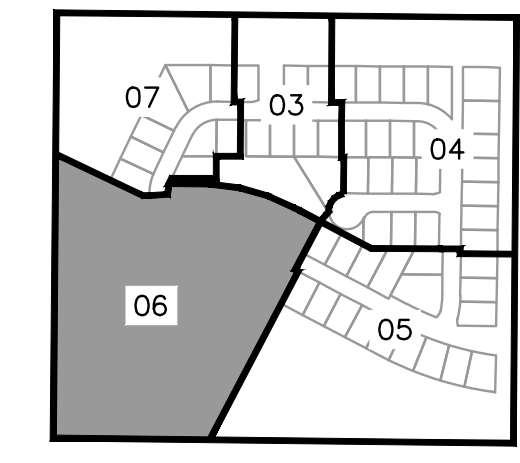
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R=300.00'
Δ=29.25'

N89°00'00"W
51.83'

S84°00'00"W
157.09'

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R=250.00'
Δ=34.00'

N62°00'00"W
395.82'



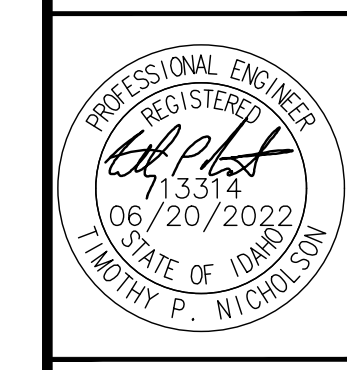
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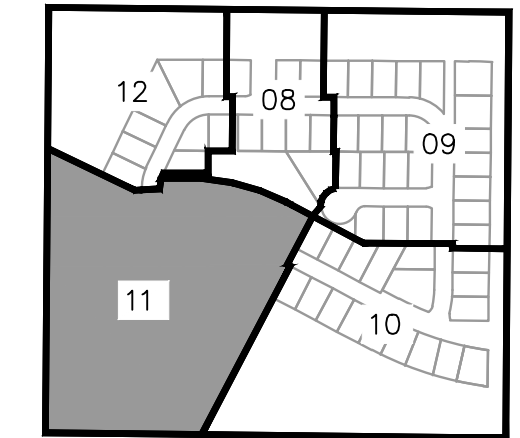
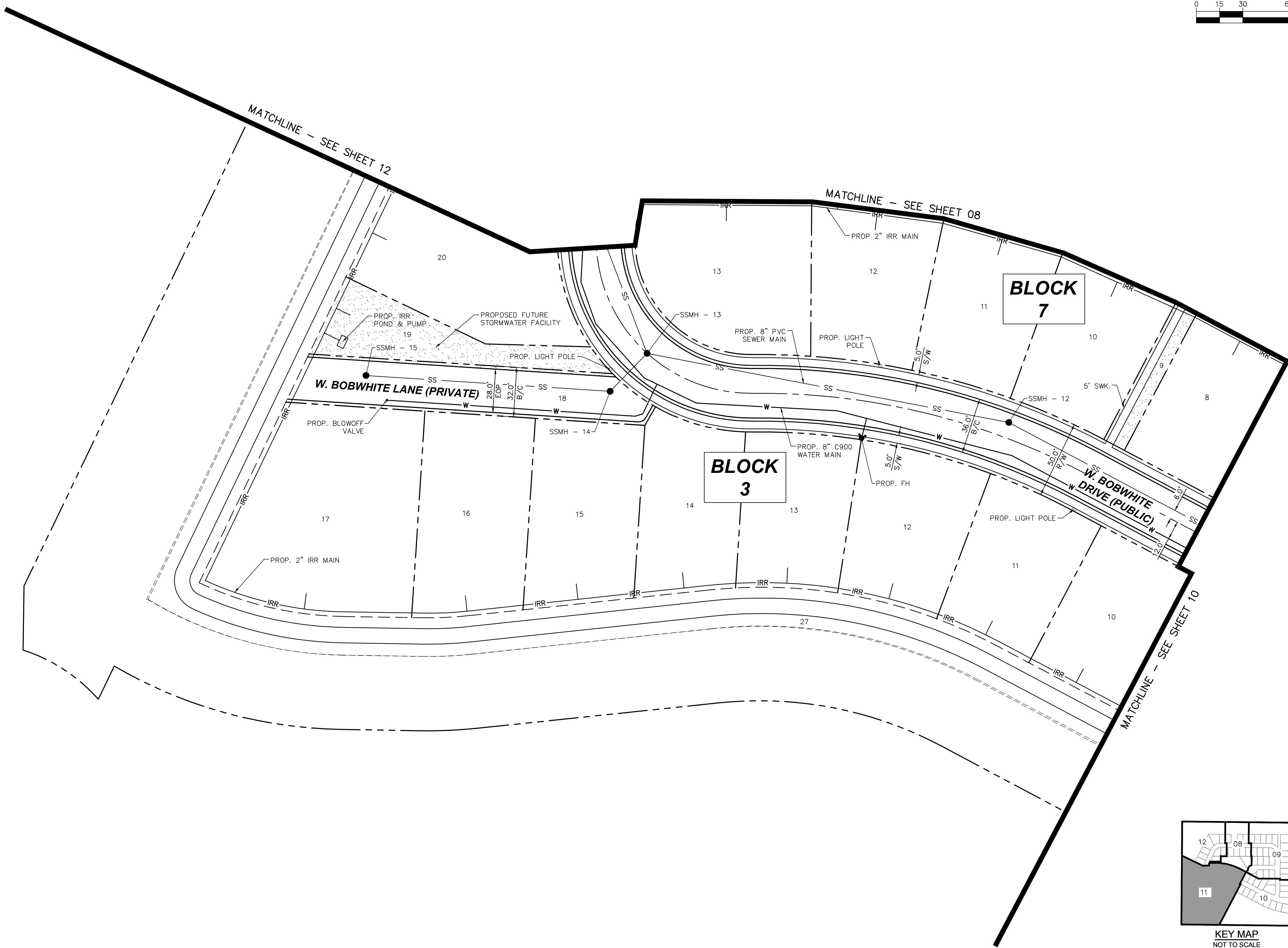
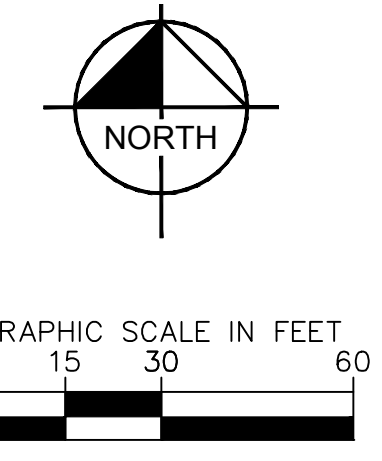
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GRIFFONS POINT SUBDIVISION
 EXISTING CONDITIONS
 KUNA, IDAHO



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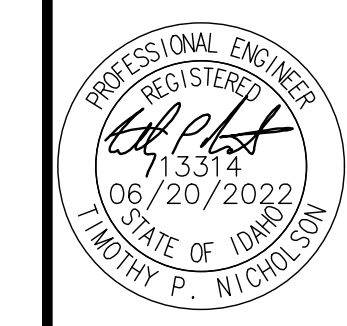
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GRIFFONS POINT SUBDIVISION
 PRELIMINARY ENGINEERING
 PLAN
 KUNA, IDAHO



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EP01.dwg

subject to cancellation by the Association with or without cause and without payment of a termination fee so long as the Association provides at least thirty (30) days' prior notice of termination.

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

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

2.6.2 Common Area. The power and authority to acquire and dispose of, and the duty to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Community; provided, however, except as permitted under Section 2.6.6 hereof, no interest in the Common Area shall be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association.

2.6.3 Improvements. The power and authority to construct, install, maintain, repair, replace, and operate any Improvements in any Common Area and any public right-of-way serving the Community or any other location deemed by the Board to benefit the Community, including any fences, signs, or other Improvements at Community entrances or otherwise in the vicinity of the Community, and any berms, retaining walls, fences, and water amenities within or abutting any Common Area.

2.6.4 Irrigation System. The power and authority to construct, install, maintain, repair, replace, and operate the Irrigation System. The Association may operate the Irrigation System as part of a common irrigation water supply arrangement with neighboring properties.

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

2.6.6 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, or enjoyment of the same, or as may be necessary or appropriate for the preservation of the health, safety, convenience, and welfare of the Community and its Owners, or as may be necessary or appropriate for the purpose of constructing, erecting, operating, or maintaining any of the following:

**DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR THE
GRIFFONS POINT COMMUNITY**

WELCOME!

We are pleased that you have decided to become a member of the Griffons Point Community. The following document will govern the Community. The purpose of the Declaration is to:

- Set forth basic residential use restrictions to protect you and your neighbors from undesirable or noxious uses by others in the Community.
- Set forth the rules by which the Community will govern itself through the Griffons Point Community Association, Inc.
- Set forth the procedure for budgets and assessments for Community expenses.
- Provide for the maintenance and improvement of the Community Common Areas.
- Set forth the rules by which the Community will resolve problems and disputes in a fair, impartial, and expeditious manner.

Please read this entire Declaration carefully. It sets forth the rights and obligations of you and the other Community members. We make no representations of any kind (express or implied) through any agent, realtor, employee, or other Person regarding the Community except as set forth in this Declaration. We expressly disclaim any representations, warranties, statements, or information about the Community not set forth herein.

DECLARATION HIGHLIGHTS

Please read this entire Declaration carefully, but we would like to highlight a few key provisions that may be of interest to you:

- Regular Assessments: Owners of each of the Lots are subject to Regular Assessments. The Regular Assessments may be adjusted from time-to-time, but will not increase by more than 10% per year, nor can a Special Assessment issue without the Association giving each Owner prior notice and opportunity to object at an Association meeting. *See* [Section 5.6](#).
- Transfer Assessments: With limited exceptions, the transferee of each Lot will be required to pay a Transfer Assessment, the amount of which is set by the Board from time to time. *See* [Section 5.5](#).
- Association Management: The Association will be managed by the Developer during the Initial Development Period (where Owners would find the management to be unduly burdensome). *See* [Section 10.2](#). Thereafter, the Community governs itself as desired. *See* [Article 2](#).
- Irrigation System: The Association will provide pressurized irrigation water to each Lot as a common expense. *See* [Section 2.6.4](#).
- Pets: Owners may have up to two household pets and up to four hens (no roosters). *See* [Section 3.8](#).
- Yard Signs: Customary "For Sale", open house, construction, and political signs are permitted, but with strict limitations. No other signs are permitted. *See* [Section 3.4](#).
- Leasing: Owners may lease to such Owner's family at any time, and may lease to others provided the lease term is six (6) months or longer. *See* [Section 3.2](#).
- Holiday Lights: Permitted from November 15 to January 15. *See* [Section 3.20](#).
- Basketball Hoops: Only permanent basketball hoops, concreted in the ground with a metal pole, are permitted within the Community, and no such basketball hoops may be installed without the prior written approval of the Committee. *See* [Section 3.4](#).
- Fencing: Fences shall require approval of the Architectural Review Committee. *See* [Section 4.4](#).
- Trash Cans: Trash cans and other trash receptacles, including recycling cans and receptacles, shall not be visible except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up. *See* [Section 3.4](#).

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR THE
GRIFFONS POINT COMMUNITY**

This Declaration of Covenants, Conditions, Restrictions, and Easements for the Griffons Point Community (this “**Declaration**”) is made effective as of this ___ day of _____, 2018 (the “**Effective Date**”), by Griffons Point Development, Inc., an Idaho corporation, Clifford L. Brown, an unmarried man, Carla Karnes, an unmarried woman, and Steve Miljatovic and Kimberly A. Miljatovic, husband and wife (collectively, “**Grantor**”). Capitalized terms not otherwise defined in the text hereof are defined in Article 1.

WHEREAS, Grantor owns the real property legally described as follows (collectively, the “**Community**”):

Lots 1 through 22 in Block 1, Lots 1 through 5 in Block 2, and Lots 1 through 3 in Block 3 of Griffons Point Subdivision No. 1, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book ___ of Plats at Pages _____ - _____, Instrument No. 2018-_____ (the “**Initial Plat**”).rv

WHEREAS, Grantor desires to execute and record this Declaration to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Community, which are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Community and to ensure a well-integrated, high quality development.

NOW, THEREFORE, Grantor hereby declares that the Community, and each Lot therein, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which is hereby declared to be in furtherance of a general plan to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Community and to ensure a well-integrated, high quality development. This Declaration shall: (a) run with the land and shall be binding upon any Person having or acquiring any right, title or interest in any Lot in the Community; (b) inure to the benefit of every Lot in the Community; and (c) inure to the benefit of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot in the Community, and their successors, heirs, and assigns.

**ARTICLE 1
DEFINITIONS**

“**ACHD**” has the meaning set forth in Section 8.1.

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

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

“**Association**” means the Griffons Point Community Association Inc., an Idaho nonprofit corporation.

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

“**Bound Party**” has the meaning set forth in Section 9.1.

“**Budget**” has the meaning set forth in Section 5.6.

“**Building Envelope**” means the area within a Lot where a residential structure and accessory structures may be located, always subject to the Committee’s approval. Unless otherwise designated by Developer or approved by the Committee, the Building Envelope shall be that portion of the Lot not located within easements or setback required by this Declaration, the Plat, or applicable law.

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

“**Claims**” has the meaning set forth in Section 9.1.

“**Committee**” means the Architectural Review Committee identified in Section 4.1.

“**Common Area**” means (a) Lots 1 and 8 in Block 1, and Lots 1 and 3 in Block 3 of the Community; (b) all street lights located within the Community; (c) any real or personal property held by or for the benefit of the Association, including storage facilities, recreational facilities and open spaces (including paths, greenbelts and other areas that may also be open to the public); and (d) any lease, license, use rights or agreement rights for amenities or facilities held by the Association from time-to-time.

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

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

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

“**Declaration**” means this Declaration of Covenants, Conditions, Restrictions, and Easements for the Griffons Point Community, and all amendments and supplements hereto.

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

“**Developer**” means Griffons Point Development, Inc.

“**Expenses**” has the meaning set forth in Section 5.2.

“**Fine**” means a sum imposed by the Board as punishment for any violation of the Community Documents. A Fine shall not include any sums to be recovered as reimbursement for expenses incurred to cure or remedy any violation of the Community Documents. No Fine shall be imposed in violation of Idaho Code § 55-115. Once a Fine is imposed in accordance with Idaho Code § 55-115, the Association may levy a Limited Assessment against the Owner therefor in accordance with Article 5.

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

“**Home Occupation**” has the meaning set forth in Section 3.1.

“**Household Pets**” has the meaning set forth in Section 3.8.

“Improvement” means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Community, including without limitation residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, street lights, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, and utility improvements.

“Initial Development Period” shall have the meaning set forth in Section 10.1.

“Initial Plat” has the meaning set forth in the opening recitals to this Declaration.

“Irrigation System” means the system for delivering irrigation water to the Community that exists separate and apart from the potable water system, as further described in Sections 2.6.4 and 3.13 hereof. The Irrigation System terminates at the connection point to each Lot, and thus does not include any pipes, sprinklers, controls, or other irrigation equipment located within and designed to service only a single Lot.

“Limited Assessment” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

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

“Member” means each Person holding a membership in the Association, including Grantor.

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

“Occupant” means any Person occupying all or any portion of a Lot, whether or not the Owner.

“Owner” means the record owner holding fee simple interest of record to a Lot, whether one (1) or more persons or entities, including Grantor, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

“O&M Manual” has the meaning set forth in Section 8.2.

“Person” means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

“Plat” means any subdivision plat covering any portion of the Community as recorded in the Ada County Recorder’s Office, and all amendments thereto, and includes, without limitation, the Initial Plat and all amendments thereto.

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

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

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

“**Storm Water Drainage System**” has the meaning set forth in Section 8.1.

“**Transfer Assessment**” has the meaning set forth in Section 5.5.

ARTICLE 2 THE GRIFFONS POINT COMMUNITY ASSOCIATION

Creation of the Association. Grantor has created the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

Membership and Voting. Every Owner of a Lot is a Member of the Association and has one (1) membership for each Lot in the Community owned by such Owner. If the Owner of a Lot shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one (1) such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Lot. To this end, only one (1) vote is allocated to each Lot, regardless of the number of Persons that hold an ownership interest in such Lot. In all events, each Member’s voting rights are subject to Developer’s proxy rights during the Initial Development Period.

Membership Meetings; Voting. The Association shall hold an annual meeting of the Members and periodic special meetings of the Members as set forth in the Bylaws.

Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Developer has the exclusive right to fill vacancies and to appoint, remove, and replace directors at any time and from time-to-time in Developer’s sole discretion. After the Initial Development Period: (a) the Owners have the right to elect, remove, and replace directors as provided in the Bylaws; and (b) any vacancy on the Board shall be filled by majority vote of the remaining directors through a special election at any meeting of the Board.

Delegation of Authority. The Board may at any time (and from time-to-time) delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager. The Association may employ or contract for the services of a professional manager or management company to manage the day-to-day affairs of the Association. No such employment or contract shall have a term of more than two (2) years. If such manager is Developer or Developer’s affiliate, such contract shall be

subject to cancellation by the Association with or without cause and without payment of a termination fee so long as the Association provides at least thirty (30) days' prior notice of termination.

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

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

2.6.2 Common Area. The power and authority to acquire and dispose of, and the duty to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Community; provided, however, except as permitted under Section 2.6.6 hereof, no interest in the Common Area shall be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association.

2.6.3 Improvements. The power and authority to construct, install, maintain, repair, replace, and operate any Improvements in any Common Area and any public right-of-way serving the Community or any other location deemed by the Board to benefit the Community, including any fences, signs, or other Improvements at Community entrances or otherwise in the vicinity of the Community, and any berms, retaining walls, fences, and water amenities within or abutting any Common Area.

2.6.4 Irrigation System. The power and authority to construct, install, maintain, repair, replace, and operate the Irrigation System. The Association may operate the Irrigation System as part of a common irrigation water supply arrangement with neighboring properties.

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

2.6.6 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, or enjoyment of the same, or as may be necessary or appropriate for the preservation of the health, safety, convenience, and welfare of the Community and its Owners, or as may be necessary or appropriate for the purpose of constructing, erecting, operating, or maintaining any of the following:

2.6.6.1 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 such transmission;

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

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

2.6.6.4 The Irrigation System.

2.6.7 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreements as the Board deems necessary or appropriate to secure the use of off-site amenities or facilities for the benefit of the Community. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, on such terms as the Board deems reasonable or prudent. In such event, any costs incurred by the Association related thereto shall be Expenses, and such Expenses shall be included in the Regular Assessments.

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

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

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

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

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

2.6.10.3 The right to perform any duty or obligation of an Owner under the Community Documents if such duty or obligation is not timely performed by such

Owner. In such event, the defaulting Owner shall immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association shall provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and not to exceed thirty (30) days) prior to exercising its power and authority hereunder.

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

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

2.6.11 *Insurance.* The power and authority to obtain such bonds and insurance as may be required by applicable law and such further insurance as the Board deems necessary or appropriate; provided, however, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

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

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

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

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

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

2.6.13 *Financing.* The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any

financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC), or any similar entity.

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

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

2.6.16 Open Space Corridors. The power and authority to enter into agreements with any governmental entity, utility provider, irrigation company, conservation organization, or any other public or private entity (or assume any such agreement entered into by Grantor) to improve, operate, maintain, repair, or replace any wildlife, open space, recreation, greenbelt, or trail spaces, either for the benefit of the Community or the general public.

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

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

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

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

ARTICLE 3
GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

Residential Use. All Lots (except Common Area Lots) shall be used exclusively for residential purposes and other uses incidental thereto as permitted under any applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation conducted on a Lot by an Occupant of the Lot, provided that the home office or studio located thereon does not exceed five hundred (500) square feet in size and is entirely within a dwelling or accessory structure, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Community Documents and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Board, which approval may be subject to such requirements and conditions as the Board deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Community Documents and applicable law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use equipment or tools where the dimensions, weight, or power rating are beyond normal household equipment or tools; (d) cause abnormal automotive or pedestrian traffic in the Community; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration, or similar disturbances; (f) involve dispatch activities where Persons meet in the Community and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Community. It shall not be a violation of this Section for an Owner to lease its Lot and the Improvements thereon in accordance with Section 3.2.

Leasing. In order to foster and maintain the stable, residential character of the Community and to preserve the Community values, no Owner may lease, in whole or part, such Owner’s Lot or the primary residential dwelling located thereon to any Person except as expressly permitted in this Section 3.2. For purposes of this Section 3.2, the term “lease” as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising, or assigning of any interest, estate, or right of use, enjoyment, occupancy, or possession of any Lot (or portion thereof) to any Person who is not a member of such Owner’s family. For purposes of this Section 3.2, a “member of such Owner’s family” shall be defined as any individual who is related to the Owner by blood, legal marriage, or legal adoption. Owner may lease its entire Lot to any tenant comprised as of a single housekeeping unit so long as such lease is for a term of six (6) months or greater. For purposes of this Section, the term “single housekeeping unit” shall be one (1) or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together, and participating in recreational activities and having close social, economic, and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner’s tenant as if such Owner were the tenant. Any Owner who leases a Lot shall comply with the Fair Housing Act to the extent it applies to such Owner.

Exterior Maintenance Obligations. Each Owner shall keep all Improvements on such Owner’s Lot in good condition and repair. In the event that any Owner permits any Improvement on such Owner’s Lot to fall into disrepair such that it, in the judgment of the Board, creates an unsafe, unsightly, or unattractive condition, the Association may, upon providing the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and not to exceed thirty (30) days), enter upon such Owner’s Lot (but not inside any building thereon) and take such action as the Board deems necessary or appropriate to correct such condition. The Owner shall pay all amounts due for such

work within ten (10) days after receipt of the Association's demand therefor and such amounts shall be a Limited Assessment against such Owner and such Lot. Each Owner hereby designates the Association as the Owner's agent for purposes of Idaho's mechanic's lien statute (i.e., Idaho Code § 45-501), and each laborer, material supplier, or other Person who performs work on such Owner's Lot at the direction of the Association shall have a mechanic's lien against the Owner's Lot for such work.

Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Community so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or to its Occupants or residents or to other property in the vicinity or to its Occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state, or local law, rule, regulation, or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights, or search lights shall be located, used or placed within the Community without the Committee's approval. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Committee. Trash cans and other trash receptacles, including recycling cans and receptacles, shall not be visible except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible to any other portion of the Community. Only permanent basketball hoops, concreted in the ground with a metal pole, are permitted within the Community, and no such basketball hoops may be installed without the prior written approval of the Committee. Portable basketball hoops and basketball hoops mounted to residential structures are expressly prohibited. Only in-ground trampolines with the tops thereof flush with the finish dirt grade of the yard are allowed within the Community, and no such trampolines may be installed without the prior written approval of the Committee. Above-ground trampolines are expressly prohibited. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored, or operated on any balcony, patio, porch, or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades, or shutters that are white or muted earth tone in color, and shall not be painted or covered by foil, cardboard, sheets, or similar materials.

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

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

Vehicles and Equipment. All on-street parking shall be limited to those specific areas where on-street parking is not prohibited by the governmental or quasi-governmental agencies with responsibility therefor, and nothing shall be parked in such areas in excess of forty-eight (48) hours in any

given seven (7) day period. Vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. No motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), oversized vehicles (defined as vehicles which are too high or too wide to clear the entrance of a standard residential garage door opening), dilapidated or unrepaired or unsightly vehicles, or similar equipment such as snow removal equipment, garden maintenance equipment, and/or any other dilapidated or unrepaired or unsightly equipment or machinery shall be placed upon any portion of the Community, including but not limited to streets, parking areas and driveways, unless the same are parked or placed entirely within the garage on a Lot and the garage door remains closed except when such item is in transit. To the extent possible, garage doors shall remain closed at all times. Electric, gas, or other fuel operated gardening, yard, or snow removal equipment shall only be operated from 7:00 AM to 9:00 PM, subject to applicable law.

Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; (c) up to four (4) hens, but not roosters, may be kept on a Lot, and (d) any such Household Pets shall be properly restrained and controlled at all times they are within the Community. "**Household Pets**" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding roosters or turkeys), rodents, and non-poisonous reptiles. Household Pets shall not include livestock, poultry (other than hens as provided herein), swine, or waterfowl. Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet, or any animal which damages or destroys property shall be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Community shall also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads, or other property necessitated by such Household Pet.

Assistance Animals. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of

control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Community is financially and legally responsible for any injury or damage caused by such assistance animal, and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, tent, shack, garage, barn, or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

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

Grading. Except as provided in Section 3.11, no Lot shall drain onto, over, across, or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

Irrigation System. The Association shall operate the Irrigation System for the Community. Each Owner shall connect its Lot to the Irrigation System, if available, upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with the Community Documents. Each Owner acknowledges that Irrigation System water may be inadequate, particularly during low water years and seasons, and that each Owner is not guaranteed any specific amount of water for use on such Owner's Lot. No Owner will modify any portion of the Irrigation System, including that portion of the Irrigation System on such Owner's Lot. Lots with even numbered street addresses (e.g. 1062 Shumard Drive) are entitled to irrigate on even numbered days of the month and shall not irrigate on odd numbered days of the month. Lots with odd numbered street addresses (e.g. 1063 Shumard Drive) are entitled to irrigate on odd numbered days of the month and shall not irrigate on even numbered days of the month.

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 Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Committee.

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

Energy Devices, Outside. No energy production devices or generators of any kind (such as solar energy devices or windmills) shall be constructed or maintained on any portion of the Community without the Committee's approval, except for mechanical equipment shown in the plans approved by the Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

Signs. No more than one (1) sign shall be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs must be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. Signs advertising a Lot for rent are not allowed anywhere within the Community. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs, and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area. Political signs are permitted for up to thirty (30) days prior to a primary or general election, and shall be removed within two (2) days after an election.

Flags. No flags, banners, windsocks, or similar items are permitted within the Community except for a standard American flag that is no larger than three (3) feet in length.

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

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

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

ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE

Creation. The Board shall appoint no less than three (3) and no more than five (5) individuals to serve on the Architectural Review Committee (the "**Committee**"). The Board shall have the exclusive right to appoint, remove, and replace Committee members at any time with or without cause. If a vacancy on the Committee occurs and the Board has not yet appointed a replacement, the remaining Committee members may appoint an acting member to serve until the Board appoints a replacement. Committee members need not be an Owner.

Design Requirements. The Committee shall have the power and authority to adopt, amend, and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements in the Community conform and harmonize as to external design, quality, and type of

construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish, ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the “**Design Requirements**”). The Design Requirements may include rules and regulations to: (a) protect the special qualities of the Community; (b) encourage creative design; (c) provide general architectural, design, and construction guidelines; (d) landscape guidelines (including a description of existing, natural conditions, and vegetation); (e) submittal and review procedures; (f) fees and charges for review; and (g) penalties for noncompliance. Design Requirements need not be adopted. The Design Requirements, if adopted, shall be drafted to conform to this Declaration, and in the event of a conflict between the Design Requirements and this Declaration, this Declaration shall govern. In the event that any provision of the Design Requirements are deemed ambiguous on any matter, the Committee’s interpretation such provision shall be given deference so long as the interpretation is a permissible construction of such provision.

Design Review Required. No Owner shall construct, reconstruct, alter, install, or remove any Improvements except with the Committee’s approval. The Committee shall review, study and either approve or reject the proposed Improvements on the Community, all in compliance with the Declaration and the Design Requirements. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one (1) or more consulting architects, landscape architects, engineers, designers, and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Community, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. The Committee shall not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

Landscaping, Fences. Each Owner shall install, maintain, repair, and replace landscaping on such Owner’s Lot as required by the Design Requirements. The Owner shall submit a landscaping plan to the Committee as part of any submittal for approval of a primary residential structure. The Owner shall complete the front and side yard landscaping in conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure. The rear yard landscaping must be completed within six (6) months of substantial completion of the primary residential structure. If installation of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred for a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair, and replace a timer-controlled automated irrigation system, which shall be operated in accordance with this Declaration and any rules adopted by the Board or the Committee. No fences, hedges, or retaining walls shall be installed or maintained on any Lot unless approved by the Committee. To the extent a fence has been constructed by Developer on an Owner’s Lot, then such Owner shall maintain such fence in good condition and repair, and shall likewise replace such fence at the end of its useful life with the type of fencing materials originally constructed thereon or with such substitutes as will, in all respects, be equal to such original materials in quality, appearance, and durability.

Expenses. All expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time-to-time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee’s operation, including reasonable payment to each member of the Committee for their services as provided herein. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees

based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

Variations. The Committee may authorize variations from any of the Design Requirements when the Committee deems it desirable to address special circumstances, such as topography, natural obstructions, hardship, aesthetic considerations, or other circumstances. The granting of a variance shall not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance shall not affect the Owner's obligation to comply with this Declaration or applicable law.

Committee Approvals. The Committee's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities, or others. The Committee shall not be responsible in any way for any defects or errors in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications.

Immunity; Indemnification. The Committee's members, agents and employees shall be immune from liability and entitled to indemnification as set forth in Section 2.8 hereof.

ARTICLE 5 ASSESSMENTS

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

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

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

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

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

5.2.4 An amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs,

capital replacements, and any other expenses for which the Board deems prudent to fund a reserve.

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

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

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

Transfer Assessments. Upon the transfer of fee simple title to a Lot to an Owner that intends on occupying the residential structure located on such Lot (either by itself or through a use agreement such as a lease, life estate, etc.), and upon each subsequent transfer of such Lot thereafter, the transferee will pay a transfer assessment to the Association in an amount determined by the Board from time to time (the "**Transfer Assessment**"). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Assessments are to be used to pay for Expenses and not to be used for any purpose prohibited by law. Transfer Assessments are not to be considered prepayment of any other type of Assessments, are in addition to the Owner's continuing obligation to pay all other types of Assessments, and are not refundable. For the avoidance of doubt, the initial building contractor for each Lot is not required to pay a Transfer Assessment upon receiving title to such Lot from Grantor.

Assessment Procedures. Unless otherwise determined by the Board, the Board shall compute and forecast the total amount of Expenses on an annual basis (the "**Budget**"). The computation of the Budget shall take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget shall be computed as soon as reasonably practicable. In all events, the computation of the Budget shall be completed in good faith and shall be valid upon completion. Each Owner's Regular Assessment shall be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by such Owner by

the total number of Lots not then exempt from Assessment. The Board may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. Lots shall commence being assessed upon the first transfer to an Owner that intends on occupying the residential structure located on such Lot. The Association shall provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments shall be due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner acknowledges and agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

Assessment Liens.

5.7.1 *Creation.* There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 5.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against such Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

5.7.2 *Subordination to First Trust Deeds.* Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, 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: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority deed of trust or first priority mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.7.2, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

Exemptions. All Common Area and any Lots owned by the Association shall be exempt from Assessments. Grantor shall be exempt from Assessments as set forth in Section 10.5.

**ARTICLE 6
RIGHTS TO COMMON AREAS**

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

6.1.1 The Community Documents;

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

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

Delegation of Right to Use. An Owner may delegate its right to use the Common Area to the Occupants of such Owner's Lot; provided, however, each Owner shall be liable to the Association for any damage to any Common Area sustained by reason of the negligence or willful misconduct of such Occupants. The cost of correcting such damage shall be a Limited Assessment against the Lot.

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

**ARTICLE 7
EASEMENTS**

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

Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the unwillful placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Community Documents. Easements of encroachment 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 or bad faith acts of an Owner. If an Improvement is partially or totally destroyed, such Improvement may be repaired or rebuilt within such minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 7.2.

Easements of Access. There shall be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes, and sidewalk abutments, trees, and landscaping.

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

being used for their intended purposes. No lawful user of the easement shall incur any liability to such Owner for the damage or destruction of such Improvements.

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

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

Developer's Rights Incident to Construction. Developer, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Community and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Community on those portions owned by Grantor; provided, however, that no such rights shall be exercised by Developer in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7 and elsewhere in this Declaration, even though no specific reference to such easements or to this Article 7 or elsewhere in this Declaration appears in the conveyance instrument.

ARTICLE 8 STORM WATER DRAINAGE SYSTEM

Operation and Maintenance. The Association shall operate and maintain the Storm Water Drainage System in accordance with the Storm Water Facility Operation and Maintenance Manual for _____, dated _____, 20____, prepared by _____, LLC, _____, PE (the "O&M Manual").

Inspection and Maintenance. ACHD shall have the right at all times to inspect the Storm Water Drainage System and, if necessary, to perform any required maintenance and repairs.

Assessment and Lien Rights. ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all maintenance and repairs performed by ACHD pursuant to Section 8.3, and shall be further entitled to a continuing lien against all Lots for such unpaid assessments.

Approval of Amendments. Any amendment to this Declaration or the O&M Manual having any direct impact or effect on the Storm Water Drainage System shall be subject to prior review and written approval by ACHD.

ARTICLE 9
RESOLUTION OF DISPUTES

Agreement to Avoid Litigation. Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Community Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its officers, directors, and committee members), each Owner, and any party claiming a right or interest under the Community Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Community Documents or the rights, obligations, and duties of any Bound Party under the Community Documents (“**Claims**”) shall be subject to the provisions of Section 9.3 unless exempt under Section 9.2. All Claims shall be subject to resolution pursuant to this Article 9 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

Exemptions. The following Claims shall not be subject to this Article 9 unless all Bound Parties thereto agree to submit such Claim to these dispute resolution procedures:

9.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Community Documents;

9.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Community Documents;

9.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Community Documents;

9.2.4 Any Claim in which any indispensable party is not a Bound Party;

9.2.5 Any Claim against a Released Party that would be barred by Section 2.8;

9.2.6 Any Claim which otherwise would be barred by any applicable law (such as, for example, the applicable statute of limitations); and

9.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of Improvements within the Community, or the rights, obligations, and duties of any Bound Party under such agreements, it being understood that applicable law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

Dispute Resolution.

9.3.1 *Direct Discussions.* Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the

other persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

9.3.2 *Dispute Resolution.* If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

9.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's assistance to resolve the Claim;

9.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional or judge selected by the Association. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Community selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

9.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Association. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees, and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof;

9.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for Five Thousand Dollars (\$5,000) or less), order a Bound Parties to file such Claim exclusively therein; or

9.3.2.5 Elect to exempt the Claim from this Article 9, at which time the Bound Parties are free to exercise any right or remedy in accordance with applicable law.

10.3.1 If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Article 9.

9.3.3 If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Article 9 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 9. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

ARTICLE 10 INITIAL DEVELOPMENT PERIOD

Initial Development Period. The "Initial Development Period" is the period commencing on Effective Date of this Declaration and terminate on the day Grantor no longer owns any Lots (including Lots annexed into the Community in the future) or on the day Developer terminates its rights by recording notice thereof in the real property records of Ada County, Idaho.

Community Management. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Developer to have full management authority for the Community during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board and members of the Committee at any time and from time-to-time in Developer's sole discretion. In furtherance thereof, each Owner hereby appoints Developer as its proxy with respect to its membership interest in the Association (including voting rights with respect to any matter for which a vote of the Owners is desired or required, including without limitation the matters set forth in Section 13.4), which proxy shall be coupled with Developer's interest in the Community and, notwithstanding anything to the contrary contained in elsewhere in the Community Documents, is irrevocable during the Initial Development Period.

General Exemptions. Developer may, from time-to-time in Developer's discretion and without first seeking or obtaining the approval of Association or Committee:

10.3.2 Make modifications or Improvements on any Lot or the Common Area as Developer deems appropriate;

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

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

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

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

Water Rights Appurtenant to Community Lands. Grantor owns certain water rights which are appurtenant to the Community and which may be utilized in the Irrigation System. Grantor hereby reserves unto itself any and all water rights appurtenant to the Community, and Owners of any and all Lots accordingly shall have no right, title, or interest in any of said water or water rights.

Grantor's Exception from Assessments. If Grantor owns any Lots during the first two (2) years following the date Assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Lots owned by Grantor. If Grantor owns at least one (1) Lot during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Lot owned by Grantor.

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

ARTICLE 11 TERM

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration shall run until December 31, 2047 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 13.

ARTICLE 12 ANNEXATION AND DEANNEXATION

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

**ARTICLE 13
AMENDMENTS**

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

By Developer or Association – Lender Requirements. Because the availability of government supported financing is key to the success of the Community and to the ability of Owners to finance and refinance their homes, Developer shall have the right, power, and authority during the Initial Development Period and the Association shall have the right, power, and authority thereafter, to amend this Declaration or any of the Community Documents by written instrument, at any time and at its sole discretion, as may be reasonably necessary to comply with any requirements or conditions necessary to take full advantage of, or secure the full availability of, any financing programs offered or supported by the organizations identified in Section 2.6.13.

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

By Association. Subject to: (a) Developer's proxy rights during the Initial Development Period as set forth in Section 10.2; and (b) Sections 13.1, 13.2, and 13.3 of this Declaration, any amendment to this Declaration, or termination hereof, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association, and each Owner acknowledges and agrees that the such only vote or written consent during the Initial Development Period shall be that of Developer.

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

**ARTICLE 14
NOTICES**

Any notices, invoices, consents, approvals, or other communications required or permitted by this Declaration shall be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner shall be responsible for ensuring that the Association has such Owner's then current mailing address, physical address, electronic mail address, and telephone numbers. Each Owner shall be deemed to have received any notice when such notice is actually received by such Owner (regardless of the

method of delivery) or when such notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail shall not be deemed received until three (3) business days after posting. The Association shall provide the notices addresses of all Owners to Grantor or any other Owner promptly upon request.

MISCELLANEOUS

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

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

Severability. Each provision 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 herein.

Entire Agreement. This Declaration is the sole agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

No Third Party Beneficiaries. This Declaration and each and every provision herein is for the exclusive benefit of Grantor, the Developer, the Association, and the Owners and not for the benefit of any third party.

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

Enforcement; Remedies. The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use, or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 9) in Grantor, the Developer, the Association (on its own and/or on behalf of any consenting Owners), and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or

proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein.

Consents and Approvals. Any consents or approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner may unreasonably withhold, condition, or delay its consent or approval of any matter requested by Grantor, Developer, the Association, or the Committee.

[Remainder of page intentionally left blank; signature page follows.]

DRAFT

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

GRANTOR:

TBD

By: _____

Name:

Its:

DRAFT