



City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Agency Transmittal

October 12, 2020

Notice is hereby given by the City of Kuna that the following actions are under consideration:

FILE NUMBER:	20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-06-ZC (Rezone), and 20-05-SUP (Special Use Permit).
PROJECT DESCRIPTION	A Team Boise requests Planned Unit Development approval for an approximately 5.83-acre parcel, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts. Applicant requests Pre-Plat approval in order to subdivide the approximate 5.83-acres into 88 total lots (71 single family, 12 common, and 5 commercial).
SITE LOCATION	115 N Sailer Avenue, Kuna, Idaho 83634.
REPRESENTATIVE	A Team Boise – Steve Arnold 1785 Whisper Cove Avenue Boise, ID 83709 208.871.7020 steve@ateamboise.com
SCHEDULED HEARING DATE	Tuesday, December 8, 2020 6:00 P.M.
STAFF CONTACT	Doug Hanson dhanson@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989

We have included a packet with the application items that were submitted to assist you with your consideration and responses. **No response within 15 business days will indicate you have no objection or concerns with this proposed project.** We would appreciate any information you can provide about how this action would affect the services you provide. The public hearing is at 6:00 p.m. or, as soon thereafter as it may be heard, in Kuna's chambers located at Kuna City Hall 751 W. 4th Street, Kuna, Idaho. If your agency needs additional time for review, please let our office know ASAP.

From: noreply@civicplus.com
To: [Jessica Reid](#); [Doug Hanson](#)
Subject: Online Form Submittal: Planned Unit Development (PUD)
Date: Wednesday, September 2, 2020 4:32:43 PM

Planned Unit Development (PUD)

Step 1

Contact/Applicant Information

Applicant

First Name	Steve
Last Name	Arnold
Phone	12088717020
Email	steve@ateamboise.com
Address1	1785 Whisper Cove Ave
Address2	<i>Field not completed.</i>
City	Boise
State	Idaho
Zip	83709

Owner

First Name	Merlin Pointe LLC
Last Name	<i>Field not completed.</i>
Phone	12088717020
Email	steve@ateamboise.com
Address1	PO Box 690
Address2	<i>Field not completed.</i>
City	Meridian
State	Idaho
Zip	83680

Representative

First Name	Steve
Last Name	Arnold
Phone	12088717020
Email	steve@ateamboise.com
Address1	1785 Whisper Cove Ave
Address2	<i>Field not completed.</i>
City	Boise
State	Idaho
Zip	83709

(Section Break)

Property Information

Address1	115 N. Sailer Road
Address2	<i>Field not completed.</i>
City	Kuna
State	Idaho
Zip	83634
Distance from major cross streets	0
Street Name(s)	Kuna Road and Sailer Avenue

(Section Break)

Amenities

Please select the item that best reflects the amenities used.

No. 1	<i>Field not completed.</i>
No. 2	Pedestrian & Bicycle Pathways
No. 3	Other
Description of Other	Gazebos, Plaza and sitting areas

Step 2

This PUD application is a request to construct, add or change the following:

The applicant is proposing to construct 71 single family/cottage lots and five commercial lots.

Dimension of Property 591' x 430'

Current Land Use(s) Vacant Commercial

What are the land uses of the adjoining properties?

North Townhomes

South Kuna Road

East Kuna Road

West Single family

Is the project intended to be phased? If so, what is the phasing time period?

No

Please explain *Field not completed.*

Are there any irrigation ditches/canals on or adjacent to the property?

No

If Yes, what is the name of the irrigation or drainage provider?

Field not completed.

Step 3

Fencing

Is there any existing fencing?

Yes

Will any existing fencing remain?

Yes

Please describe the type, size & location of any fencing that will

Six foot vinyl adjacent to west boundary.

remain

Please describe the type, size & location of any NEW fencing	4' wrought iron will be allowed adjacent to the paseos.
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(Section Break)

Drainage

What is the proposed method of on-site drainage retention/detenion?	Surface and subsurface storm drains
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(Section Break)

% of site devoted to Building Coverage?	23%
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% of site devoted to Landscaping?	37%
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Square Footage of Landscaping?	95,396 s.f.
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% of site that is Hard Surfaces?	21%
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Square Footage of Hard Surfaces?	54,014 s.f.
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% of Site Devoted to Other Uses?	N/A
----------------------------------	-----

Please describe "Other" uses	<i>Field not completed.</i>
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% of Landscaping within the parking lot?	N/A
--	-----

Please provide dimensions of Landscaped areas within the public right-of-way	N/A
--	-----

Are there any existing trees of 4" or greater in caliper on the	No
---	----

property?

If Yes, what type, size and general location?	<i>Field not completed.</i>
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(Section Break)

Pedestrian Amenities	Gazebos, walking paths, plazas and sitting areas.
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(Section Break)

Parking Requirements

Total number of parking spaces?	27
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Width & length of spaces?	9x19'
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Total number of compact spaces?	None
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(Section Break)

Is any portion of the property subject to flooding conditions?	No
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Floodplain Development Permit Application Upload	<i>Field not completed.</i>
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Step 4

If the Planning & Zoning Director or Designee, the Planning & Zoning Commission and/or the City Council determine that additional and/or revised information is needed; and/or if other unforeseen circumstances arise, any dates outlined for processing may be rescheduled by the City. Applicant/Representative MUST attend ALL scheduled meetings.

The Ada County Highway District (ACHD) may also conduct public meetings regarding this application. If you have questions about the meeting date or the traffic that this development may generate, or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6100. In order to expedite your request, please have your file number ready.

By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.

First Name	Steve
Last Name	Arnold
Electronic Signature Agreement	I Agree
Date & Time	9/2/2020 4:30 AM

Step 5

Date of Pre-Application Meeting	7/13/2020
Letter of Explanation	Narrative_MC (002).pdf
Vicinity Map	MC_VICINITY MAP_08-22-2020.pdf
Aerial Photo	MC_VICINITY MAP_08-22-2020.pdf
Deed	Deed - Merlin Pointe.pdf

(Section Break)

Preliminary Plat Development Plan
The Preliminary Plat Development Plan; which shall include drawings and supplementary written narrative materials to include the following:

Sketches or Illustrations	MC_PUD_08-31-2020.pdf
Vicinity Map	MC_VICINITY MAP_08-22-2020.pdf
Land Use Description	The applicant is proposing residential and commercial uses.
Nature of Land Uses	Residential and Commercial.
Does the PUD involve a Preliminary Plat?	Yes
If Yes, include the number of phases and description of each one.	This site will be developed in one phase.

Narrative	Narrative_MC (002).pdf
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(Section Break)

Preliminary Drawings	MC_PUD_08-31-2020.pdf
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(Section Break)

Natural Features Map [MC_NAT FEATURES_08-31-2020.pdf](#)

Contiguous Land Map [MC_VICINITY MAP_08-22-2020.pdf](#)

(Section Break)

Site Plan [MC_PUD_08-31-2020.pdf](#)

Studies *Field not completed.*

Concurrent Approval [MC_PREPLAT_08-27-2020.pdf](#)

Development Schedule *Field not completed.*

Additional Information *Field not completed.*

(Section Break)

Reference

Affidavit of Legal Interest [Click here](#)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Jessica Reid](#); [Doug Hanson](#)
Subject: Online Form Submittal: Preliminary Plat
Date: Wednesday, September 2, 2020 4:59:12 PM

Preliminary Plat

Step 1

Please complete each section of application in full
NOTE: Engineering fees shall be paid by the applicant if required.

Contact/Applicant Information

Owner(s) of Record Merlin Pointe LLC

Phone: 208-514-4909

Email: steve@ateamboise.com

Address1 PO Box 690

Address2 *Field not completed.*

City Meridian

State ID

Zip 83680

Applicant (Developer): Steve Arnold

Applicant (Developer) Company: A Team Land Consultants

Phone: 208-871-7020

Email: steve@ateamboise.com

Address1 1785 Whisper Cove Ave

Address2 *Field not completed.*

City Boise

State Idaho

Zip 83709

Engineer/Representative: Steve Arnold

Engineer/Representative Company:	A Team Land Consultants
Phone:	2088717020
Email:	steve@ateamboise.com
Address1	1785 Whisper Cove Ave
Address2	<i>Field not completed.</i>
City	Boise
State	Idaho
Zip	83709

(Section Break)

Subject Property Information

Site Address:	115 N. Sailer Avenue
Nearest Cross Streets:	Kuna Road
Parcel Number(s):	R5672430040, R5672430060
Section, Township, Range:	R2N T1W Sec. 24
Property Size:	5.83 acres
Current Land Use:	Vacant Commercial Lot
Current Zoning District:	C-1
Proposed Land Use:	Single Family and Commercial
Proposed Zoning District	C-1

(Section Break)

Project Description

Project/Subdivision Name:	Merlin Cottages
General description of proposed project/request:	A request to re-plat an existing lot within Merlin Subdivision to residential and commercial uses.

Type of Use Proposed - Residential, Commercial
Check all that apply:

If Other has been selected, please provide a description: *Field not completed.*

Amenities provided with this development: Walking paths, gazebo/sitting area, open space corridor and street buffers

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings? No

Please describe existing buildings: *Field not completed.*

Any existing buildings to remain? No

Number of Residential Units: 71

Number of buildable lots: 71

Number of common lots and/or other lots: 11 Common 5 Commercial

Type of dwellings proposed - Check all that apply: Single-Family

Minimum square footage of structures: 1,450 s.f

Gross Density (DU/Acre - Total Property): 12.2/acre

Net Density (DU/Acre - Excluding Roads): 13.7

% of Open Space provided: 37-percent

Acreage of Open Space: 2.19

Type of Open Space linear walking paths, gazebos/common amenity lots, and buffer

provided? lots.

(Section Break)

Non-Residential Project Summary (if applicable):

Number of building lots: 5

Other lots: none

Gross floor area square footage: Undetermined

Existing: 0-feet

Hours of Operation: C-1 allowable hours

Building Height: 35

Total Number of Employees: N/A

Max. Number of Employees at one time? N/A

Number & ages of students/children: N/A

Seating Capacity: N/A

Existing fencing? Type? Vinyl
Will it remain?

Fencing type, size & location? west boundary only

Handicapped parking spaces: Undertermined

Total parking spaces: Undertermined

Width of driveway aisle: 24-feet

Proposed lighting: Attached to exterior

Proposed landscaping: Street buffers, linear parks and pocket parks

(Section Break)

By checking the "I agree" box below, you agree and acknowledge that 1) Your

application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.

First Name	Steve
Last Name	Arnold
Electronic Signature Agreement	I Agree

Step 2

NOTE: A file MUST be provided for each item marked with a red asterisk (*) in order to be able to submit this application.

Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

Vicinity Map	MC VICINITY MAP 08-22-2020.pdf
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Maintenance Agreement	CCRs-Merlin Pointe - Residential.doc ACHD.docx
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Legal Description	Legal Description - NW Properties.pdf
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Proof of Ownership	Deed - Merlin Pointe.pdf
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Letter of Intent	Narrative_MC (002).pdf
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Commitment of Property Posting	Commitment to Property Posting.pdf
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Traffic Impact Study	<i>Field not completed.</i>
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TIS Dropbox Link	<i>Field not completed.</i>
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Subdivision Name Reservation	Merlin Pointe Sub Name Reservation.msg
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Phasing Plan	MC PREPLAT 08-27-2020.pdf
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Landscape Plan	MC LANDSCAPE 08-27-2020.pdf
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Neighborhood Meeting Certification	Neighborhood Meeting Certification.pdf
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8.5" x 11" Proposed Preliminary Plat	MC PREPLAT 08-27-2020.pdf
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24" x 36" Preliminary Plat	MC PREPLAT 08-27-2020.pdf
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Drawing

(Section Break)

Reference

Affidavit of Legal Interest [Click here](#)

Commitment to Property [Click here](#)
Posting

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Jessica Reid](#); [Doug Hanson](#)
Subject: Online Form Submittal: Rezone
Date: Wednesday, September 30, 2020 2:06:25 PM

Rezone

Step 1

Please complete each section of application. Be aware that a file must be provided for each item marked with a red asterisk (*) in order to submit application.

NOTE: Engineering fees shall be paid by the applicant if required.

Contact/Applicant Information

Owner(s) of Record Merlin Pointe LLC

Phone: 12088717020

Email: steve@ateamboise.com

Address1 1785 Whisper Cove Ave

Address2 *Field not completed.*

City Boise

State ID

Zip 83709

Applicant (Developer): Steve Arnold

Applicant (Developer) Company: A Team Land Consultants

Phone: 12088717020

Email: steve@ateamboise.com

Address1 1785 Whisper Cove Ave

Address2 *Field not completed.*

City Boise

State Idaho

Zip 83709

Engineer/Representative:	Steve Arnold
Engineer/Representative Company:	A Team Land Consultants
Phone:	12088717020
Email:	steve@ateamboise.com
Address1	1785 Whisper Cove Ave
Address2	<i>Field not completed.</i>
City	Boise
State	Idaho
Zip	83709

(Section Break)

Subject Property Information

Site Address:	115 N Sailer Avenue
Nearest Cross Streets:	Avalon Road
Parcel Number(s):	R5672430040, R5672430060
Section, Township, Range:	24, 2N 1W
Property Size:	5.83 acres
Current Land Use:	Vacant Lot
Current Zoning District:	C-1
Proposed Land Use:	Residential and Retail
Proposed Zoning District	C-1 and R-12

(Section Break)

Project Description

Project/Subdivision Name:	Merlin Pointe Cottages
General description of proposed	A preliminary plat for 71 single family homes 5 retail/commercial lots

project/request:

Type of Use Proposed - Residential, Commercial
Check all that apply:

If Other has been selected, please provide a description: *Field not completed.*

Amenities provided with this development: Pathways, paseos, gazebos and sitting areas.

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings? No

Please describe existing buildings: *Field not completed.*

Any existing buildings to remain? *Field not completed.*

Number of Residential Units: 71

Number of buildable lots: 71

Number of common lots and/or other lots: 12

Type of dwellings proposed - Check all that apply: Single-Family

Minimum square footage of structures: 1,400 S.F

Gross Density (DU/Acre - Total Property): 12.2/acre

Net Density (DU/Acre - Excluding Roads): 13.7

% of Open Space provided: 37-percent

Acreage of Open Space: 2.19

Type of Open Space provided? Parkways, paseos, common lots

(Section Break)

Non-Residential Project Summary (if applicable):

Number of building lots: 5

Other lots: 0

Gross floor area square footage: *Field not completed.*

Existing: *Field not completed.*

Hours of Operation: *Field not completed.*

Building Height: *Field not completed.*

Total Number of Employees: *Field not completed.*

Max. Number of Employees at one time? *Field not completed.*

Number & ages of students/children: *Field not completed.*

Seating Capacity: *Field not completed.*

Existing fencing? Type? Will it remain? *Field not completed.*

Fencing type, size & location? *Field not completed.*

Handicapped parking spaces: *Field not completed.*

Total parking spaces: *Field not completed.*

Width of driveway aisle: *Field not completed.*

Proposed lighting: *Field not completed.*

Proposed landscaping: Landscape buffers.

Step 2

Letter of Intent	Narrative_MC (002).pdf
Vicinity Map	MC VICINITY MAP_08-22-2020.pdf
Legal Description	20-74 Legal Description - Merlin Cottages.pdf
Warranty Deed	Deed - Merlin Pointe.pdf
Proof of Ownership	Affidavit Signed_MC.PDF
Neighborhood Meeting Certification	Neighborhood Meeting Certification.pdf
Commitment of Property Posting	Commitment to Property Posting.pdf

Step 3

Development Agreement Checklist

The proposed Development Agreement (DA) shall include the following: 1) Specific use or uses of the parcel for which the DA is sought. 2) Allowed or conditional use in the conditional zone for which application has been made. 3) Concept plan of the project to be developed on the parcel. Concept plan shall include description of the density allowed or sought; and maximum height, size & location of any structures on the property. 4) Time required to begin the use on the property. 5) Statement by the Owner of the parcel that failure to comply with the commitments in the DA shall be deemed consent to rezone the use to the pre-existing zone; or in the case of an initial zone at annexation, a zone deemed appropriate by the Council. 6) Other matter mutually agreeable to the parties.

Development Agreement [CCRs-Merlin Pointe - Residential.doc ACHD.docx](#)

Additional Requirements

DA Checklist requires additional forms (Commitment of Property Posting, Neighborhood Meeting Certification, Affidavit of Legal Interest), however, these forms were provided in previous section of application.

(Section Break)

By checking the "I agree" box below, you agree and acknowledge that 1) Your application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.

First Name	Steve
Last Name	Arnold

Electronic Signature
Agreement

I Agree

Date & Time

9/30/2020 2:00 AM

Step 4

Reference

Affidavit of Legal Interest Form [Click here](#)

Commitment to Property Posting [Click here](#)

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Jessica Reid](#); [Doug Hanson](#)
Subject: Online Form Submittal: Special Use Permit
Date: Wednesday, September 30, 2020 2:14:01 PM

Special Use Permit

Step 1

Please complete each section of application in full
NOTE: Engineering fees shall be paid by the applicant if required.

Contact/Applicant Information

Owner(s) of Record Merlin Pointe LLC

Phone: 208-871-7020

Email: steve@ateamboise.com

Address1 1785 Whisper Cove Ave

Address2 *Field not completed.*

City Boise

State ID

Zip 83709

Applicant (Developer): Steve Arnold

Applicant (Developer) Company: A Team Land Consultants

Phone: *Field not completed.*

Email: steve@ateamboise.com

Address1 1785 Whisper Cove Ave

Address2 *Field not completed.*

City Boise

State Idaho

Zip 83709

Engineer/Representative: *Field not completed.*

Engineer/Representative Company:	A Team Land Consultants
Phone:	12088717020
Email:	steve@ateamboise.com
Address1	1785 Whisper Cove Ave
Address2	<i>Field not completed.</i>
City	Boise
State	ID
Zip	83709

(Section Break)

Subject Property Information

Site Address:	115 N Sailer Avenue
Nearest Cross Streets:	Avalon Road
Parcel Number(s):	R5672430040, R5672430060
Section, Township, Range:	24, 2N 1W
Property Size:	5.83 acres
Current Land Use:	Vacant Lot
Current Zoning District:	C-1
Proposed Land Use:	Residential and Retail
Proposed Zoning District	C-1 and R-12

(Section Break)

Project Description

Project/Subdivision Name:	Merlin Pointe Cottages
General description of proposed project/request:	A preliminary plat for 71 single family homes 5 retail/commercial lots

Type of Use Proposed - Residential, Commercial
Check all that apply:

If Other has been selected, please provide a description: *Field not completed.*

Amenities provided with this development: Pathways, Paseos, sitting plaza and pic nic area

(Section Break)

Residential Project Summary (if applicable):

Are there existing buildings? No

Please describe existing buildings: *Field not completed.*

Any existing buildings to remain? No

Number of Residential Units: 71

Number of buildable lots: 71

Number of common lots and/or other lots: 12

Type of dwellings proposed - Check all that apply: Single-Family

Minimum square footage of structures: 1,400

Gross Density (DU/Acre - Total Property): 12.2/acre

Net Density (DU/Acre - Excluding Roads): 13.7

% of Open Space provided: 37-percent

Acreage of Open Space: 2.19

Type of Open Space Landscaping, pathways, paseos, gazebo and pic nic area.

provided?

(Section Break)

Non-Residential Project Summary (if applicable):

Number of building lots: 5

Other lots: 0

Gross floor area square footage: *Field not completed.*

Existing: *Field not completed.*

Hours of Operation: *Field not completed.*

Building Height: *Field not completed.*

Total Number of Employees: *Field not completed.*

Max. Number of Employees at one time? *Field not completed.*

Number & ages of students/children: *Field not completed.*

Seating Capacity: *Field not completed.*

Existing fencing? Type? Will it remain? *Field not completed.*

Fencing type, size & location? *Field not completed.*

Handicapped parking spaces: *Field not completed.*

Total parking spaces: *Field not completed.*

Width of driveway aisle: *Field not completed.*

Proposed lighting: *Field not completed.*

Proposed landscaping: *Field not completed.*

(Section Break)

By checking the "I agree" box below, you agree and acknowledge that 1) Your

application will not be signed in the sense of a traditional paper document, 2) By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) You may still be required to provide a traditional signature at a later date.

First Name Steve

Last Name Arnold

Electronic Signature Agreement I Agree

Step 2

Note: A file MUST be provided for each item marked with a red asterisk (*) in order to be able to submit the application.
Once the application is deemed complete, City Staff will notify the applicant of the scheduled hearing date, fees, due, additional copies needed, etc.

Submittal Letter [Narrative_MC \(002\).pdf](#)

Legal Description [20-74 Legal Description - Merlin Cottages.pdf](#)

Proof of Ownership [Deed - Merlin Pointe.pdf](#)

Vicinity Map [MC VICINITY MAP_08-22-2020.pdf](#)

Landscape Plan [MC LANDSCAPE_08-27-2020.pdf](#)

Site Development Plan [MC_PUD_08-31-2020.pdf](#)

Commitment of Property Posting [Commitment to Property Posting.pdf](#)

Neighborhood Meeting Certification [Neighborhood Meeting Certification.pdf](#)

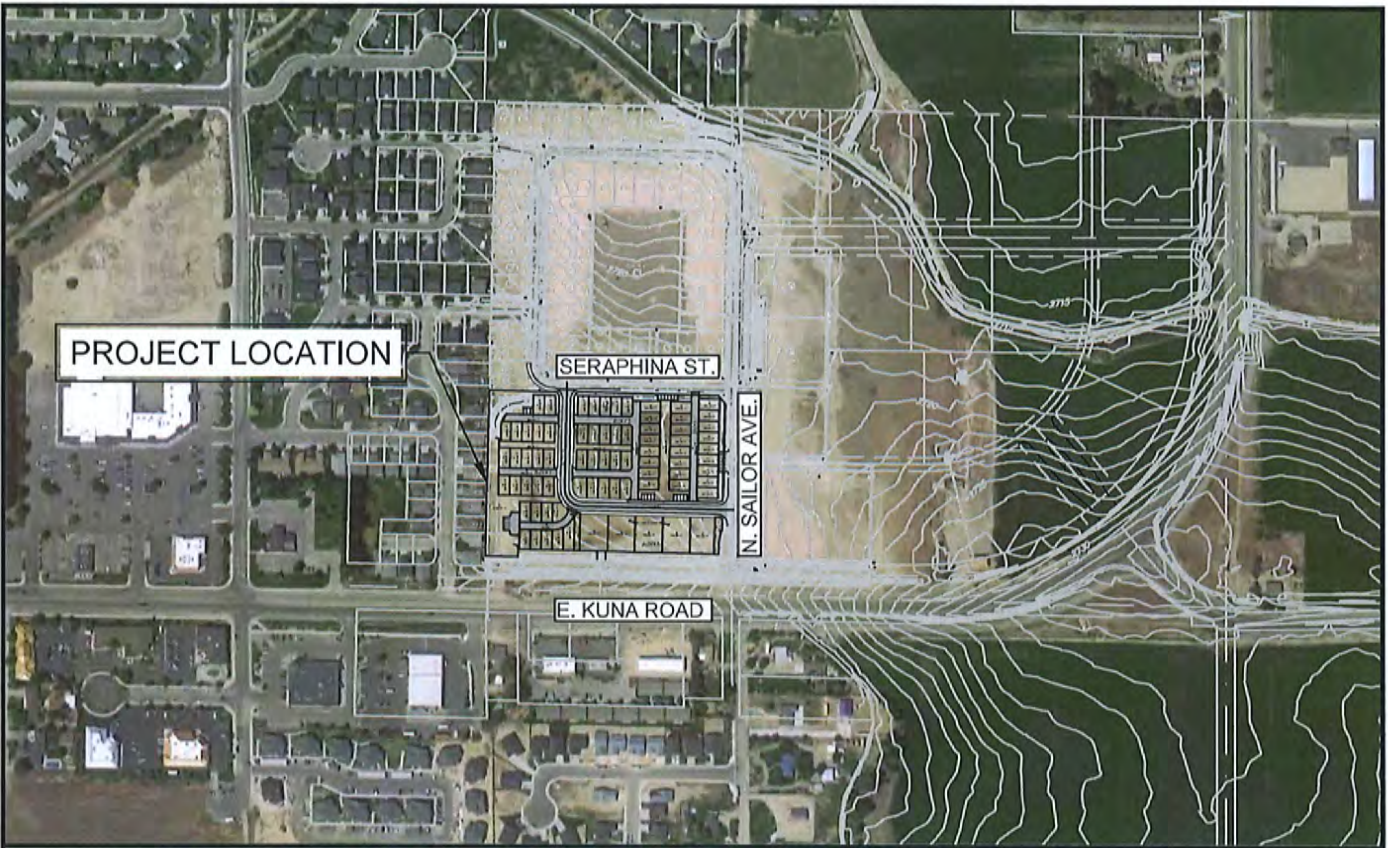
(Section Break)

Reference

Affidavit of Legal Interest [Click here](#)

Commitment to Property Posting [Click here](#)

Email not displaying correctly? [View it in your browser.](#)



VICINITY MAP

SCALE: 1:500



OWNER/DEVELOPER

**MERLIN POINTE, LLC.
P.O. BOX 690
MERIDIAN, ID 83680**

PLANNER / CONTACT

**STEVE ARNOLD
A-TEAM LAND CONSULTANTS
1785 WHISPER COVE AVE.
BOISE, ID 83709 PH. 208-871-7020**

MERLIN COTTAGES VICINITY MAP

**SECTION 24
TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO**



A TEAM

Land Development & Real Estate
Services

VICINITY MAP



N Meridian

E 4th St

N Kay Ave

N Sailer Ave






E Avalon St

E Kuna Rd

S Sailer Pl



Legend

-  SUBJECT SITE
-  Parcel Lines
-  KUNA CITY LIMITS
-  ROADS
-  WATER FEATURES

DSH

AERIAL MAP



N Meridian

E 4th St

N Kay Ave

N Sailer Ave



E Avalon St

E Kuna Rd

S Sailer Pl



Legend

-  SUBJECT SITE
-  ROADS
-  WATER FEATURES

DSH

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

**MERLIN POINTE SUBDIVISION
(Lots 4 through 8, Block 1)**

* * * * *

THIS DECLARATION is made on the date hereinafter set forth by TFI Limited Partnership, an Idaho limited partnership, hereafter referred to as “Declarant”.

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the “Properties”, more particularly described as follows:

Lots 4, 5, 6, 7 and 8, Block 1, MERLIN POINTE SUBDIVISION
NO. 1, according to the official plat thereof, recorded as Instrument
No. _____ on the ____ day of _____, 2016, records of Ada
County, Idaho; and

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Transfer Annual, Special and Limited Assessments as provided for in this Declaration.

Section 2. "ASSOCIATION" shall mean and refer to the Merlin Pointe Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners.

Section 4. "DECLARANT" shall mean and refer to TFI Limited Partnership, an Idaho limited partnership, and subject to the provisions of Article XV, Section 4, its successors, heirs and assigns.

Section 5. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 6. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage adjoining or adjacent thereto, and all projections therefrom.

Section 7. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 8. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 9. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 10. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

Section 11. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

Section 12. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "PLAT" shall mean a final subdivision plat covering any real property in Merlin Pointe Subdivision No.1, as recorded in the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto. "Plat" shall also mean a final subdivision plat covering any additional real property which may be annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

Section 14. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 15. "SUBDIVISION" shall mean the Merlin Pointe Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Ada County, Idaho. "Subdivision" shall also include any additional real property shown on a final plat which is annexed into the subdivision project pursuant to the provisions of Article XIV, below.

ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to levy reasonable assessments for the maintenance of the Common Area and any improvements or facilities located thereon.

B. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien thereagainst; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.

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

E. The right of the Directors of the Association to promulgate reasonable rules and regulations governing the right of use of the Common Area by the members of the Association, from time to time, in the interest of securing maximum safe usage thereof, without unduly

infringing upon the privacy or enjoyment of any Owner or occupant of a Lot, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking thereon.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
4. Display of signs and flags to aid in the sale of any unsold Lots and Dwelling Units, or all or part of the Properties;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

Section 4. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XV, Section 3, below.

Section 5. Reservation of Development Rights: No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the property is to be developed or improved.

ARTICLE III: HOMEOWNERS ASSOCIATION

Section 1. Management: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 2. Membership: Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

Section 3. Voting Rights: The Association shall have two classes of voting membership:

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

Class B: Class B member(s) shall be the Declarant who shall be entitled to ten (10) votes for each Lot owned. Subject to the provisions of this Section set forth below, the Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On the expiration of ten (10) years from the date on which the first Lot is sold to an Owner.

The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XIV, below, the Class B membership shall not be deemed to have converted to Class A membership above, and the Class B membership shall remain in existence (or be deemed reinstated if previously converted to Class A membership) as respects all Lots owned by Declarant.

Section 4. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessments, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$_____.00. Upon each subsequent transfer of each Lot, the purchaser thereof shall pay a Transfer Assessment to the Association in the amount of \$____.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, to fund and maintain reasonable reserves, and for any other purpose reasonably authorized by the Board of Directors of the Association. The Annual Assessments provided for herein shall initially be in the amount of \$_____.00 payable in full at the closing of the sale of each Lot. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. Special Assessments: In addition to the Initiation and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered by the Board of Directors to the responsible Owner. The Board of Directors shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within fifteen (15) days of the date written notice thereof is delivered to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation, Transfer, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Annual, Special and Limited Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

I. Certificate of Payment: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

J. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All Lots and other property expressly dedicated to and accepted by a local public authority;
2. All Lots and other property owned by the Association;
3. All Lots and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

In lieu of paying Annual Assessments, Declarant will contribute, in a timely manner, non-refundable monies to the Association in order to support budgeted or previously agreed to operating costs (excluding any amount for reserves) in excess of current Association operating revenues, so long as Declarant owns any Lots; provided, however that Declarant's obligation hereunder shall, at Declarant's option, cease at such time as Declarant's Class B membership shall be converted to Class A membership as set forth in Section 3, above or Declarant elects, by written notice to the Association to pay Annual Assessments pursuant to the provisions of this Section 4.

ARTICLE IV: EASEMENTS

Section 1. Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities and easements that are set forth on the Plat, or as may be required for the development of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale of the last Lot in the Properties to a purchaser.

Section 2. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

ARTICLE V: STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: Lot 4, Block 1, is servient to and contains an Ada County Highway District Storm Water Drainage System. This lot is encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official

records of Ada County, and incorporated herein by this reference as if set forth in full (the “Master Easement”). The Master Easement and the Storm Water Drainage System are dedicated to the Ada County Highway District pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the Storm Water Drainage System.

Section 2. Operation and Maintenance: Operation and maintenance of the storm water drainage facilities shall be governed by the Operation and Maintenance Manual of the Storm Water Drainage System in Merlin Pointe Subdivision prepared on May 2018, which manual may only be modified with the written approval of the Ada County Highway District.

Section 3. Inspection and Maintenance: The Ada County Highway District shall have the right at all times to inspect the storm water drainage facilities and perform any required maintenance and repairs.

Section 4. Assessment and Lien Rights: The Ada County Highway District shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage facilities and shall be entitled to a continuing lien against all Lots for such unpaid assessments for maintenance and repair to the storm water drainage facilities.

Section 5. Approval of Amendments: Any amendment of this Declaration, the Covenants, Conditions and Restrictions contained herein, or the manual referred to in Section 2, above, having any direct impact or affect on the Ada County Highway District’s storm water drainage facilities shall be subject to prior review and approval by the Ada County Highway District.

Section 6. Grading: There shall be no interference with the established drainage pattern over any portion of the Properties, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Control Committee and ACHD. 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 Properties is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Control Committee and/or ACHD, which may include drainage from the Common Area over any Lot in the Properties.

ARTICLE VI: MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall provide maintenance to and be responsible for the Common Areas, the Irrigation Water Supply System and any other facilities and improvements described herein as being the Association’s responsibility in a competent and attractive manner, including the watering, mowing, fertilizing and caring for shrubs and trees in perpetuity. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 4, Paragraph D, above. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibility: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit, outbuildings, and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather.

Section 3. Failure to Owner to Maintain: If the Owner fails to perform his maintenance responsibilities as set forth herein, the Association shall, upon fifteen (15) days prior written notice to the Owner, have the right to correct such condition, and to enter upon the Owner's Lot for the purpose of doing so, and seek reimbursement of the cost thereof in accordance with the provisions of Article III, Section 4, Paragraph D, above.

ARTICLE VII: RESERVED

ARTICLE VIII: PROPERTY USE RESTRICTIONS

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

A. Lot Use: No Lot, with the exception of the Common Area shall be used except for single-family residential purposes. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of Dwelling Unit as permitted herein within one (1) year after the date of the first conveyance of the Lot to an Owner by Declarant.

B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and that in no event shall the said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.

C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural

Committee, shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances and regulations.

D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

E. Residing in Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

F. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Architectural Committee.

G. Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motor-cycles, trucks (except one ton in size or smaller), truck campers, motor homes, recreational vehicles, and like equipment, or commercial equipment or machinery, junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on the Common Area, except in fully enclosed buildings or under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Board of Directors of the Association, which discretion may not be challenged for having been exercised unreasonably; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.

H. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and any adopted rules and regulations, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

I. Fences: No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, color, height, materials and location. No such fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

J. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

K. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat sign of not more than six (6) square feet on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on their Lot during construction of improvements only by written approval of Declarant.

L. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

M. Parking Rights: Subject to the provision of paragraph G above, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.

N. Mail Boxes: [Need to Address?]

ARTICLE IX: BUILDING RESTRICTIONS

Section 1. Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. No Dwelling Unit may be occupied by more than one (1) family. The minimum square footage of living space (excluding the garage) of each dwelling unit shall be _____ (_____) square feet. No manufactured homes shall be permitted to be placed or installed on any Lot.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as set forth on the Plat or as otherwise required by the applicable governmental agency having jurisdiction.

Section 3. Construction Requirements: Each Dwelling Unit may have lap siding installed on the exterior thereof or a combination of lap siding and stone, manufactured or synthetic stone, stucco or masonry all as has been approved by the Architectural Control Committee. Vinyl siding is prohibited. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of 40-year architectural shingles, black or weathered wood in color, or as may be approved by the Architectural Control Committee, and with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall be such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on

other areas of the exterior of the Unit to within one foot of the top cap. Each Dwelling Unit must have at least two exterior lights illuminating the garage door openings, one exterior light for the front entryway(s) and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways must be concrete.

Section 4. Landscaping: Within thirty (30) days after completion or prior to occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in the front yard with grass (rolled sod only), at least one (1) deciduous tree of at least two and one-half (2 1/2) inches caliper and one (1) conifer tree at least eight (8) feet in height and eight (8) 2-gallon shrubs or bushes as has been approved by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. As used herein, the front yard shall include that portion of each Lot to the side of the Dwelling Unit constructed thereon which is between the road from which access to the Lot is taken and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line. Rear yard landscaping shall be completed within two (2) months of occupancy, weather permitting.

Section 5. Grading and Drainage: Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to convey all water from sprinklers and storm runoff to the front of the Lot and into the street adjacent to the front yard (or in the case of a corner lot, the street adjacent to the side yard), and to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

Section 6. Job Site Maintenance: Job sites are to be kept clean during construction. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily. Work vehicles shall not be parked in front of occupied houses, nor shall they block streets. Power and water must not be used from existing dwellings without the prior permission of the Owner. Dumpsters and portable toilets are the responsibility of the Owner or his contractor and shall be kept orderly at all times and emptied on a timely basis. All contractors and subcontractors shall be prohibited from keeping dogs at the job site. Each Owner shall be responsible to repair any damage to any road, mailbox, utility facility or other on-site or off-site improvement caused by the Owner or the Owner's agents or contractors during the construction of any improvements on the Owner's Lot. In the event an Owner or his contractor shall fail or refuse to comply with the job site maintenance requirements of this section, the Declarant or the Association may take such remedial action as it deems appropriate, including but not limited to the clean-up of the Properties, the costs of which may be added to and become a part of the assessment to which such Owner's Lot is subject.

ARTICLE X: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be

appointed by the Declarant for so long as it owns any Lot and thereafter by the Board of Directors of the Association.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

B. Building Plan: A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

C. Landscape Plan: A complete landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Homeowners Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the Office of the County Recorder where this Declaration is recorded, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes and may, by written authorization, permit other builders to use Dwelling Units owned by them as such models.

ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly

required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XII: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owning the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIII: MORTGAGEE PROTECTION

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

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

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

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

D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

E. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XIV: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the Declarant with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities

of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land, including, without limitation, the exercise of such voting rights as are set forth in Article III, Section 3, above. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of the County where this Declaration is recorded;

B. An exact legal description of the added land;

C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the official records of the County where this Declaration is recorded in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

ARTICLE XV: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the

Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association or by a Committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this ____ day of _____, 2016.

Legal Description
Merlin Pointe Subdivision – NW Property

A parcel located in the SE ¼ of Section 24 of Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said SE ¼, from which a Brass Cap monument marking the southwest corner of said SE ¼ bears N 88°38'59" W a distance of 2667.49 feet;

Thence N 0°04'29" E along the easterly boundary of said SE ¼ a distance of 1320.17 feet to a point marking the northeast corner of the SE ¼ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along the northerly boundary of said SE ¼ of the SE ¼ a distance of 65.01 feet to a 5/8 inch diameter iron pin on the westerly right-of-way of S. Meridian Road and the **POINT OF BEGINNING**;

Thence S 0°04'29" W along said westerly right-of-way a distance of 484.59 feet to a 5/8 inch diameter iron pin;

Thence continuing along said westerly right-of-way a distance of 1200.47 feet along the arc of a 753.51 foot radius curve right, said curve having a central angle of 91°16'56" and a long chord bearing S 45°42'39" W a distance of 1077.48 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence S 89°25'45" W along said northerly right-of-way a distance of 149.15 feet to a 5/8 inch diameter iron pin;

Thence continuing along said northerly right-of-way N 88°38'59" W a distance of 348.53 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly right-of-way N 0°34'36" E a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly boundary of the S ½ of the SE ¼ of said Section 24;

Thence N 88°40'00" W along said northerly boundary a distance of 20.00 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 0°34'36" W a distance of 1259.56 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of E. Kuna Road;

Thence N 88°38'59" W along said northerly right-of-way a distance of 660.53 feet to a Brass Cap monument on the westerly boundary of Block 15 of the Amended Plat of Part of the Avalon Orchard Tracts as shown in Book 6 of Plats on Page 254, records of Ada County, Idaho;

Thence N 1°17'30" E along said westerly boundary a distance of 1259.25 feet to a 5/8 inch diameter iron pin on the northerly boundary of said S ½ of the SE ¼;

Thence S 88°40'00" E along said northerly boundary a distance of 1921.98 feet to the **POINT OF BEGINNING**;

This parcel contains 52.34 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
January 2, 2013



Legal Description Merlin Cottages

A parcel being Lots 2 and 3 of Block 1 of the Plat of Merlin Pointe Subdivision No. 1, as shown in Book 115 of Plats on Pages 17375 through 17378, records of Ada County, Idaho, located in the SE ¼ of Section 24 of Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of said SE ¼, from which an Aluminum Cap monument marking the southwest corner of said SE ¼ bears N 88°38'59" W a distance of 2667.49 feet;

Thence N 88°38'59" W along the southerly boundary of said SE ¼ a distance of 2015.09 feet to a point;

Thence leaving said southerly boundary N 1°21'01" E a distance of 60.00 feet to a point marking the southwesterly corner of said Merlin Pointe Subdivision No. 1;

Thence along the westerly boundary of said subdivision, also being the easterly boundary of Sunbird Village Subdivision No. 1, as shown in Book 70 of Plats on Pages 7232 and 7233, records of Ada County, Idaho, N 1°17'30" E a distance of 30.00 feet to the southwesterly corner of said Lot 3, the **POINT OF BEGINNING**;

Thence along the westerly boundary of said Lot 3, also being a portion of the easterly boundary of said Sunbird Village Subdivision No. 1, and of the easterly boundary of Sunbird Village Subdivision No. 2, as shown in Book 89 of Plats on Pages 9407 and 9408, records of Ada County, Idaho, N 1°17'30" E a distance of 449.45 feet to the northwesterly corner of said Lot 3;

Thence along the northerly and easterly boundary of said Lot 3 the following courses and distances:

Thence S 88°42'30" E a distance of 115.40 feet to a point;

Thence N 40°59'50" E a distance of 21.01 feet to a point on a curve;

Thence a distance of 50.33 feet along the arc of a 75.50 foot radius non-tangent curve left, said curve having a central angle of 38°11'28" and a long chord bearing S 69°36'46" E a distance of 49.40 feet to a point of tangency;

Thence S 88°42'30" E a distance of 448.14 feet to a point;

Thence S 38°30'50" E a distance of 27.34 feet to a point;

Thence S 1°17'30" W a distance of 334.89 feet to a point of curvature;

Thence a distance of 16.45 feet along the arc of a 42.00 foot radius curve right, said curve having a central angle of 22°26'44" and a long chord bearing S 12°30'52" W a distance of 16.34 feet to a point of reverse curvature;

Thence a distance of 22.33 feet along the arc of a 57.00 foot radius curve left, said curve having a central angle of 22°26'44" and a long chord bearing S 12°30'52" W a distance of 22.19 feet to a point of tangency;

Thence S 1°17'30" W a distance of 56.41 feet to the southeasterly corner of said Lot 3;

Thence N 88°38'59" W along the southerly boundary of said Lot 3 and of said Lot 2 of Block 1 a distance of 633.64 feet to the **POINT OF BEGINNING**.

This parcel contains 6.61 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
September 29, 2020





City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

City of Kuna AFFIDAVIT OF LEGAL INTEREST

State of Idaho)
) ss
County of Ada)

I, Merlin Pointe LLC , PO Box 690
Name Address
Meridian ID 83680
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my

Permission to A Team Land Consultants 1785 Whisper Cove Ave. Boise ID 83709 Name Address
to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 27th day of August, 2020

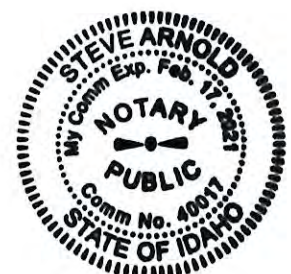
Thomas T. Nicholson
Signature

Subscribed and sworn to before me the day and year first above written.

[Signature]
Notary Public for Idaho

Residing at: Boise

My commission expires: 2/17/2021





Warranty Deed

For Value Received,

Black Creek Limited Partnership, an Idaho limited partnership, the Grantor, does hereby grant, bargain sell and convey unto, Merlin Pointe, LLC, an Idaho limited liability company, whose current address is PO Box 690, Meridian, Idaho 83680-0690 the Grantee, the following described premises, in Ada County, Idaho, To Wit:

All Lots in All Blocks of Merlin Pointe Subdivision No. 1, according to the official plat thereof, filed in Book 115 of Plats at Page(s) 17375 through 17378, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated:

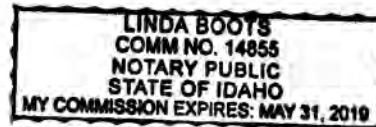
Black Creek Limited Partnership, an Idaho limited partnership

By: Thomas T. Nicholson
Thomas T. Nicholson, General Partner

State of Idaho, County of Ada, ss.

On this 20 day of March in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas T. Nicholson, known or identified to me to be the General Partner of the partners in the limited partnership of Black Creek Limited Partnership, and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

 _____, Notary Public
Residing at: Idaho
My Commission Expires: 5/31/19
(seal)





August 31, 2020

Mrs. Wendy Howell
Planning and Zoning Administrator
City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Dear Wendy:

Subject: Merlin Cottages Subdivision

On behalf of Merlin Pointe LLC, A Team Land Consultants presents to the City of Kuna, a Preliminary Plat and a Planned Unit Development application for the proposed Merlin Cottage Subdivision. The subject property is located on the northwest corner of Sailer Avenue and Kuna Road. The property contains 5.83 total acres. The property is identified as Ada County Assessor's Tax Parcel Number R5672430040, and R5672430060.

Project Summary

The applicant is proposing 71 cottage lots, 5 commercial lots and 12 common lots. The site is currently zoned C-1. The single family is being proposed within the C-1 zone, with a PUD application for a mixed use which is allowed within that zone. The commercial uses are not known at this time, but it is planned they will all have their own platted lot and will be subject to a design review when the use is determined. The single-family buildings will range from 1,400-1,800 square feet and all be alley loaded units with paseo's in the front of the units. All the landscaping is proposed to be maintained by the homeowner's association. The only fencing will be the existing 6-foot fence along the west boundary and between the commercial and the residential units. Any fencing of the internal lots will be restricted to four-foot-high wrought iron.

Access Roads and Connectivity

Primary access to the proposed development will be a road between Sailer Avenue and Seraphina Street. Common drive isles/alleys within the site will provide lots access to the internal roads. All the drive isles all meet the required 150-foot length or are continuous which meets fire requirements. The residential units will all be rear loaded, with common paseos in the front of each unit. The paseos will be maintained by the homeowner's association. A stub street was not provided to the west because that site has been developed. There are numerous pathway connections to encourage pedestrian activity and mobility.

Proposed Buildings

As part of the application we are submitting color photographs of the proposed buildings. The color combination for the buildings will be a mixture of earth tones as shown on the submitted pictures. The fascia and trim will be designed in such a way as to better accent the earth tones. Variations in wall panels and rooflines are provided to add to the architectural appearance. All the buildings will be constructed to a minimum of a Silver LEED standard, thus providing energy efficiency. This in turn allows the mechanical units to be constructed smaller. Two-foot fencing will be provided to screen the mechanical units.

The buildings and the facades are architecturally attractive and help function to promote a higher end home. The square footage of the buildings will range from 1,400 to 1,800 square feet. There will be a mix of 2- and 3-bedroom units. All the buildings are rear loaded with a two-car garage accessed by a drive isle off the new roads. All the homes are two stories with balconies on the second floor and a patio at the ground level with its own individual entrance off the paseo. There will be varying facades for the buildings throughout the site to break up the front façade and this will also be done along the existing and proposed roadways.

Landscaping and Amenities

There is approximately 2.19 acres of open space being proposed. A landscape plan has been prepared in accordance with the City standards. The existing roadway buffers along the roads will be retained and additional paseos and linear open spaces are being proposed within the site. New pathways are proposed to connect to all the existing pathways within the subdivision. All the landscaping will be maintained by a subdivision homeowners association. Several gazebos and plaza/sitting areas are provided throughout the development, and linear and pocket parks are provided. All residents will have equal use of the amenities in this phase and this phase will have access to the existing park.

Utilities, Irrigation, Storm Drainage and Parking Facilities

There are existing wet and dry utilities adjacent to this site's boundaries. The developer is proposing to extend both City sewer and water from the east and north into this site. Dry utilities will also be extended into all building lots. Portions of the common areas will be utilized for storm drain; subsurface seepage beds will dispose of the storm water. Pressurized irrigation is proposed to all common areas including the paseos. All storm drain will be designed to accommodate the 100-year event. During the construction of the site, a storm water pollution prevention plan will be provided, and best management practices will be implemented. All the parking has been designed to City standards.

Neighborhood Meetings

On July 14, 2020 there was a virtual neighborhood meeting conducted via Zoom prior to submitting this application. There were several adjacent landowners that attended that meeting. There were color versions of the buildings and architectural drawings that seemed to get a lot of good attention. A concern that people had was one of drive isles that was being extended to Seraphina Street so we removed it. The current plat reflects the change requested. Another concern was the new residents would be able to use the park adjacent to phase

one. I explained that the park was meant to be used by all the lots, both commercial and residential uses in all of Merlin Subdivision. There was nothing that we could modify to address this concern and I believe that concern remains. For the most part the neighbors took the proposed development well.

Vision Statement

Our vision is to promote a residential development with a series of building styles to provide multiple housing choices within the City of Kuna. This site is centrally located in an area of the City that has been developed with residential and commercial uses. There are entertainment and employment centers in very close proximity to the proposed development. The landscaping and paseos provided throughout are very esthetic and are a very usable amenity. The amenities are provided to enhance the livability of this development and promote a sense of being.

The Developer is proposing several architectural styles of buildings within the subdivision that will provide a varied streetscape. This mix of development product will enhance the subdivision and provide value to the subdivision years after it has been developed. The landscaping and screening provide the residents of this development a more private sense than a typical site, and the neighboring uses will have little impact from this development. This development will enhance the community and the project will be an asset to the City.

It is anticipated that the applications are in compliance with all applicable plans and codes adopted by the City. Please notify us as early as possible if you should need additional clarification or information regarding this application. The proposed development will be a great addition to the City. I look forward to working with the City as this development moves forward in the process.

Sincerely,
A Team Land Consultants



Steve Arnold
Project & Real Estate Manager

Cc: Tom Nicholson
Scott Nicholson
Linda Boots



City of Kuna COMMITMENT TO PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

Per City Code 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 or the application(s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City 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.

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

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8.

Authentisign
Steven R Arnold

8/27/2020

8/27/2020 4:00:04 PM MDT
Applicant/agent signature:

Date:

From: [Jerry Hastings](#)
To: "Steve Arnold"
Cc: "Clint Hansen"
Subject: Merlin Pointe Sub. Name Reservation
Date: Thursday, July 19, 2012 5:03:30 PM
Attachments: [image001.jpg](#)

July 19, 2012

Steve Arnold
A Team Land Consultants

RE: Subdivision Name Reservation: "**Merlin Pointe Subdivision**"

Dear Steve,

At your request, I will reserve the name "**Merlin Pointe 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.

Sincerely,
Jerry Hastings, P.L.S.
County Surveyor
Ada County, Idaho
208-287-7912
287-7909 Fax
jhastings@adaweb.net

From: Steve Arnold [mailto:steve@ateamboise.com]
Sent: Thursday, July 19, 2012 3:49 PM
To: Jerry Hastings
Subject: RE: Name Reservation for Merlin Pointe Sub.

The owner that is listed is TFI Limited partnership, Tom Nicholson. I can get you the parcel numbers if needed. Clint Hanson is doing my surveying, he will be doing the Final Plat. It is a pretty big commercial site. I'm still here and kicking, and actually getting pretty busy. My wife and I also started a real estate business and that is doing well also; the market is on "fire" right now especially if you are a seller people are bidding on homes!

Parcel S1324449005
TFI LIMITED PARTNERSHIP

Description: ATeamLand 1



Steve Arnold
Project Manager

1785 Whisper Cove Avenue
Boise, ID 83709

(208) 871-7020 office
(208) 321-0525 fax

From: Jerry Hastings [mailto:jhastings@adaweb.net]
Sent: Thursday, July 19, 2012 3:42 PM
To: 'Steve Arnold'
Subject: RE: Name Reservation for Merlin Pointe Sub.

Hi Steve, good to hear you are still around. Choice Number 2 will work. The other names are already being used. Also, do you have a parcel number or the owner? Who will be preparing the plat (PLS)? Thanks, Jerry.

Jerry Hastings, P.L.S.
County Surveyor
Ada County, Idaho
208-287-7912
287-7909 Fax
jhastings@adaweb.net

From: Steve Arnold [mailto:steve@ateamboise.com]
Sent: Thursday, July 19, 2012 3:33 PM
To: Jerry Hastings
Subject: Name Reservation

Jerry,

I would like to reserve one of the following names in the priority listed below:

1. Sparrow hawk
2. Merlin Pointe
3. Trails End

The project is 115-acres down in Kuna, right on the bend.

Please let me know if you need additional information.

Thank you,

Description: ATeamLand 1



Steve Arnold
Project Manager

1785 Whisper Cove Avenue
Boise, ID 83709
(208) 871-7020 office

(208) 321-0525 fax



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: 71 single family lots and 5 retail lots

Date and time of neighborhood meeting: 7/14/2020 at 6:00 PM

Location of neighborhood meeting: Virtual Zoom Meeting

SITE INFORMATION:

Location: Quarter: SE Section: 24 Township: 2N Range: 1W Total Acres: 5.83

Subdivision Name: Merlin Pointe Subdivision No. 1 Lot: _____ Block: _____

Site Address: 115 N Sailer Ave Tax Parcel Number(s): R5672430040
Kuna, ID 83634

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Merlin Pointe LLC

Address: PO Box 690 City: Meridian State: ID Zip: 83680

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Steve Arnold Business (if applicable): A Team Land Consultants

Address: 1785 Whisper Cove Ave. City: Boise State: ID Zip: 83709

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

Brief Description

Annexation

The applicant is proposing 71 single family lots and

Re-zone

five retail lots

Subdivision (Sketch Plat and/or Prelim. Plat)

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

APPLICANT:

Name: A Team Land Consultants, Steve Arnold

Address: 1785 Whisper Cove Avenue

City: Boise State: ID Zip: 83709

Telephone: 208-871-7020 Fax: 208-401-0977

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)  Date 7/20/2020

SIGN IN SHEET

PROJECT NAME: Merlin Cottages

Date: 7/14/2020

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>Sue Peck</u>	<u>204 Bay Haven</u>	<u>83634</u>	<u></u>
2	<u>Dale and Debby Rippy</u>	<u>1116 Seraphina St</u>	<u>83634</u>	<u></u>
3	<u>Michael & Roberta Sailer</u>	<u>PO Box 82</u>	<u>83634</u>	<u></u>
4	<u>Dallas & Rachel McCulloch</u>	<u>1165 E Folgado St</u>	<u>83634</u>	<u></u>
5	<u>Jarid & Staci Sinkler</u>	<u>233 N. Sailer</u>	<u>83634</u>	<u></u>
6	<u>Lon & Tami Morgan</u>	<u>1088 E Seraphina St</u>	<u>83634</u>	<u></u>
7	<u>Richard & Donna Gerhart</u>	<u>1144 E Seraphina St</u>	<u>83634</u>	<u></u>
8	<u>Dolores Hidalgo</u>	<u>1158 E Seraphina St</u>	<u>83634</u>	<u></u>
9	<u></u>	<u></u>	<u></u>	<u></u>
10	<u></u>	<u></u>	<u></u>	<u></u>
11	<u></u>	<u></u>	<u></u>	<u></u>
12	<u></u>	<u></u>	<u></u>	<u></u>
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29	<u></u>	<u></u>	<u></u>	<u></u>
30	<u></u>	<u></u>	<u></u>	<u></u>

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 7/14/2020 Number of Attendees: 22 including myself

Meeting Location: Virtual Zoom Meeting

Description of Project Presented:

Re-plat of the existing commercial lot into 71 single family lots and five commercial lots.

Attendee's comments:

1. A number of residents commented about the new residents using the park.

2 Access out to Seraphina Street was a concern so we eliminate one of the drive isles

I hereby certify that the above information is complete and correct to the best of my knowledge.

A Team Land Consultants, Steve Arnold

Printed Name



Signature

7/20/2020
Date