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MASTER DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

RIVER WALK RANCH SUBDIVISION

NOTICE TO POTENTIAL BUYERS AND OWNERS

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE SUBDIVISION OWNERS AND RESIDENTS.

THE DECLARANT (AS DEFINED HEREIN) EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. THE ASSOCIATION (AS DEFINED HEREIN) HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRES EXPENDITURES BY THE ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT WITHIN THE SUBDIVISION. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER, INCLUDING, BUT NOT LIMITED TO THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE SUBDIVISION, SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY THE DECLARANT SHALL CONTROL.

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DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

RIVER WALK RANCH SUBDIVISION

THIS MASTER DECLARATION is made effective as of April 9, 2024, by TRADITION CAPITAL PARTNERS, LLC, an Idaho limited liability company, and Hess Properties, LLC, an Idaho limited liability company ("Declarants" and "Class B Members"). All capitalized terms not otherwise defined in the text hereof are defined in Article 3.

ARTICLE 1 - RECITALS; PURPOSE

The property subject to this Declaration includes the property legally described on the attached Exhibit A and as depicted in the final Plat of River Walk Ranch Subdivision, recorded in the records of Canyon County, Idaho as Instrument Number 2023-040142 on December 19, 2023, along with any additional Phases ("River Walk Ranch Subdivision"). Declarant intends to develop River Walk Ranch Subdivision in multiple development phases ("Tracts") in accordance with development approvals obtained by Declarant from the City of Middleton or any other development plans for which Declarant may from time to time obtain approval for from the City of Middleton. Each Tract, and any other property otherwise annexed into River Walk Ranch Subdivision shall be subject to this Declaration through a Supplemental Declaration and all property made subject to this Declaration shall be referred to as the "Property."

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to a Subdivision and the use of any and all portions of the Subdivision. The Restrictions are designed to protect, enhance, and preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner. To achieve these objectives, the Declarant will control the management of the Property and the Association to be created until such time as the Owners take over the management functions through the Association as provided in this Declaration.

As additional Tracts owned by the Declarant adjacent to the Property is platted and developed for use like that of the Property, upon election by the Declarant, such shall become subject to the terms of this Declaration by the Declarant's annexation of the same as provided herein.

ARTICLE 2 - DECLARATION; LIMITED APPLICATION OF CERTAIN PROVISIONS TO COMMERCIAL BUILDING LOT OWNERS

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

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

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

C. shall inure to the benefit of, and be binding upon, Declarant, Declarant's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner, or such Owner's successors in interest, any person having or holding an interest in the Property, or by the Association.

D. shall ensure Owners and Occupants of Residences of: (i) quality of design, development, improvement, use and maintenance, (ii) shall protect and enhance the investment and use of all Lots and Improvements and to encourage Improvements are appropriately located to ensure visual quality and harmonious appearance and function, (iii) securing and maintaining proper set-backs from streets and waterways within the Property, (iv) establishing common general standards consistent with the Design Guidelines and Association Rules, and (v) ensuring attractive landscaping and the conservation of natural features.

The application of this Declaration shall fully apply to all Residential Building Lots and the Owners and Occupants of such Lots. However, and notwithstanding any interpretation to the contrary in this Declaration or elsewhere, this Declaration shall have limited application to Commercial Building Lots and their Owners or Occupants and shall only be construed to include those limited provisions necessary to ensure proper participation in the operation, use, maintenance, repair and replacement of the PI System. For the avoidance of doubt, it is not the intention of this Declaration to place any covenants, conditions, restrictions, or easements on Commercial Building Lots except those designated and set forth on the final Plat for the Property and with respect to the operation, use, maintenance, repair, and replacement of the PI System. Commercial Building Lots shall not be otherwise subject to Design Guidelines, Association Rules, ACC review, or any type of Assessments (excepting only those Assessments which solely relate to the use, management, or maintenance of the PI System) as further described herein whether Regular, Special or Limited Assessments.

Notwithstanding anything herein to the contrary, until one hundred percent (100%) of all Lots in the Subdivision are transferred by Declarant, no provision of this Declaration shall be

construed as to prevent or limit Declarant's right to complete development of the Property, including any subdivision or resubdivision thereof, and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area, nor Declarant's right to post signs incidental to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, all in accordance with any necessary approvals of the City of Middleton. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion.

ARTICLE 3 - DEFINITIONS

"**Annex**" or "**Annexation**" means the process by which additional Tracts or parcels of land not initially part of the Property are made subject to this Declaration.

"**Architectural Committee**" or "**ACC**" means the committee created by the Declarant or the Association pursuant to Article 10 hereof.

"**Articles**" means the Articles of Incorporation of the Association.

"**Assessments**" means those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

"**Association**" means the Idaho non-profit corporation, and its successors and assigns, established by Declarant to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Declarant shall have the power, in its discretion, to name the Association the "River Walk Ranch HOA, Inc.," or any similar name which fairly reflects its purpose.

"**Association Rules**" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

"**Board**" means the Board of Directors or other governing board or individual, if applicable, of the Association.

"**Building Lot**" or "**Lot**" means any Commercial Building Lot or Residential Building Lot within any Phase of the Subdivision shown on a Plat or by Supplemental Declaration, upon which Improvements may be constructed but exclude any Common Area.

"**Bylaws**" means the Bylaws of the Association.

"**Common Area**" means all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all

such parcels that are designated on a recorded Plat or otherwise by Declarant such as roads, walkways, common open spaces, common landscaped areas, parking areas, storage facilities, recreational facilities, all pressurized irrigation systems and structures, ponds, lakes and waterways. The Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights. Common Area includes Lot 12 of Block 1, and any Improvements thereto.

"Commercial Building Lot" means any commercial building lot within any Phase of the Subdivision shown on a Plat or by Supplemental Declaration, upon which Improvements may be constructed but exclude any Common Area. Each Commercial Building Lot is intended to be used for commercial purposes only and to be further subject to the terms and conditions of this Declaration.

"**Declarant**" means Tradition Capital Partners, LLC, an Idaho limited liability company, and its successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Declarant or its successor.

"**Declaration**" means this Declaration as it may be amended or supplemented from time to time and shall include any amendment or restatement of this Declaration where the context requires.

"**Design Guidelines**" means the construction and design guidelines approved by the Architectural Committee.

"**Improvement**" means any Structure, appurtenance, 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 Property, including but not limited to buildings, fences, screens, streets, drives, driveways, pedestrian pathways, sidewalks, bicycle paths, curbs, pools, ponds, storm drainage facilities, sprinklers, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, Waterways, and fixtures of any kind whatsoever. Improvements shall not include those items which are located entirely within the interior of a Residence and cannot be readily observed, except in the case of Common Area owned or maintained by the Association.

"**Limited Assessment**" means a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner's Building Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for nay goods or services provided by the Association benefiting less than all Owners.

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

"**Occupant**" means any person, association, corporation, limited liability company or other entity who or which is an Owner or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

"**Owner**" means the person or other legal entity, including Declarant, holding fee simple interest of record to a Building Lot which is a part of the Property, but excluding those having such interest merely as security for performance of an obligation, and the Owner's successors, heirs and assigns.

"**Person**" means any individual, partnership, corporation, or other legal entity.

"**Phase**" means a defined portion of Property, which has been designated a Phase by Plat and/or recorded Supplemental Declaration. Each Phase shall contain one or more residential Lots and may, in Declarant's discretion, be managed to the extent permitted herein or by Supplemental Declaration.

"**Plat**" means any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereof.

"**Pressurized Irrigation System**" or "**PI System**") means that certain pressurized irrigation system, when seasonably available servicing the Property as further described in this Declaration.

"**Property**" or "**Subdivision**" means the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Declarant's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

"**Regular Assessment**" means the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of the Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

"**Residence**" means that portion of part of any Structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, decks and steps annexed thereto.

"**Residential Building Lot**" means any residential building lot within any Phase of the Subdivision shown on a Plat or by Supplemental Declaration, upon which Improvements may be constructed but exclude any Common Area. Each Residential Building Lot is intended to be used for residential purposes only and to be further subject to the terms and conditions of this Declaration.

"**River Walk Ranch Subdivision**" means the Property.

"**Special Assessment**" means the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

"**Structure**" means the broadest legal definition attributable to the term "structure." For purposes of construction, the term means, but is not limited to any building, construction, fabrication, assembly, or production of any manmade work artificially built up or composed of parts joined together in some definite manner whether of a permanent or temporary nature and whether movable or immovable.

"**Supplemental Declaration**" means any Supplemental Declaration or Amended and Restated Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

"**Tract**." means a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by this Declaration or a recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, and may be managed to the extent permitted herein.

"**Water Rights**" means all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Property; including, without limitation: (1) all licenses, permits, claims, permit applications, contracts and storage entitlements; (2) all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and (3) all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall also specifically include the above-described rights to the use of water appurtenant to the Property as of the effective date of this Declaration, and all such rights hereunder acquired by the Declarant or the Association for the benefit of the Property.

"**Waterway**" means any surface water amenity, including, without limitation, any lake, pond, channel, canal, ditch, slough, stream or reservoir, natural or artificial, which is located on the Property whether or not such waterway is managed as Common Area hereunder.

"Vehicles and Equipment" means, all vehicles, recreational equipment, motorcycles, scooters, bicycles, any riding or moving devices, or maintenance equipment, or any equipment related to the foregoing, including, but not limited to, trailers, mobile homes, larger than standard-size pickup trucks and/or vans, boats, tractors, campers, garden or maintenance equipment, all whether operable or inoperable.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Land and Building Type. All Residential Building Lots shall be used exclusively for single-family residential purposes. All Commercial Building Lots shall be used exclusively for commercial purposes. No Lot shall be subdivided or partitioned. No improvement shall be erected, altered, placed or permitted to remain on any Residential Building Lot other than one detached single family dwelling, with a garage, and a storage building if desired excepted as permitted by this

Declaration and as approved by the Architectural Committee. The Declaration is intended to serve as authority for the ACC or its designate to use its judgment to see that all Structures and improvements on any Residential Building Lot conform and harmonize as to external design, quality and type of construction, architectural character, materials, location on the Property, height, grade and finished ground elevation, landscaping and all aesthetic considerations as set forth in this declaration or the design guidelines promulgated by the ACC (the "Design Guidelines"). To avoid any interpretation to the contrary, the Design Guidelines outlined in this Article IV shall apply only to Residential Building Lots.

4.1.1 Use and Size of Dwelling Structure. No Residential Building Lot shall be improved except with a single- family dwelling unit or structure. The minimum structure size in River Walk Ranch Subdivision shall be Two Thousand Two Hundred (2,200) square feet exclusive of garage, Two Thousand Five Hundred (2,500) square feet minimum if it is a two-story building. The minimum garage size of each structure shall be a three (3) car garage unless expressly approved by the Developer due to lot constraints. These criteria shall apply to all phases and each proposed structure is to be reviewed by the ACC. However, Declarant's use of any Residence on a Lot as a sales office or model home for purposes of sales in the Subdivision shall not be subject to the regulation of the Board during all times in which Declarant owns Lots within the Subdivision. Incidental use of one's Residence as a home office provided that such home office does not result in a consistent increase in traffic to the Property is permitted. Basements will not be allowed.

4.1.2 Architectural Committee Review. No Improvements on any Residential Building Lot which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and site plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, location of protrusions, color of any trim, doors, windows, fascia, shutters, decking and patio, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the ACC, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. The ACC may reject submitted plans which lack integrity and balance in accordance with the ACC's reasonable judgment. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. Each Owner should review all applicable Design Guidelines prior to submitting construction plans to the ACC for review and approval.

4.1.3 Setbacks and Height. No building or other structure (exclusive of fences and similar structures approved in advance by the ACC on any Residential Building Lot) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Middleton, Idaho, applicable to the Property except as may be modified by a Conditional Use Permit issued by the City of Middleton, Idaho, or (ii) the ACC Design Guidelines,

whichever requires the greater distance. Notwithstanding the foregoing, without prior approval, the following shall be the minimum setbacks for any Structure: (i) front setback of twenty (20) feet, (ii) rear setback of twenty (20) feet; (iii) side setback of ten (10) feet. The ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line. These setbacks were approved as part of a Development Modification with the City.No Structure shall be permitted to be constructed within any platted easement. Fencing on any Residential Building Lot over any platted easement must be approved in advance by the ACC.

4.1.4 Roofs; Siding. Unless otherwise approved by the ACC, roofs shall be of a minimum 30-year composition shingle with ridge cap. All roof pitches and roof colors shall be subject to ACC approval. Siding shall be stucco, natural or synthetic stone, brick, board and bat, shake or natural or synthetic wood as approved by the ACC.

4.1.5 Accessory Structures. Each Residence shall have a minimum 3-car garage which is side-load unless otherwise approved by the ACC. Front loading RV bays shall be permitted. Detached garages, outbuildings, sheds and shops shall be allowed so long as approved by the ACC in advance and so long as such Structures are in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. Garages, patio covers and detached patio covers, outbuildings, sheds and shops whether attached to the residential structure or not, shall be constructed of, and roofed with similar and compatible exterior materials both in quality, colors and design, as the residential structure on the applicable Residential Building Lot and must be located in a manner so as not to adversely impact adjoining properties. No metal buildings or roofs will be permitted (metal accent roofs may be approved by ACC). No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than six (6) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis or pickleball courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not generally visible from any street, and do not unreasonably promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Residential Building Lot.

4.1.6 Driveways; Walkways; Waterways. All access driveways shall have a wearing surface approved by the Architectural Committee of concrete, masonry pavers or other hard surface materials approved by the ACC and shall be properly graded to assure proper drainage. Walkways, driveway borders, patios and porches shall be made of concrete or masonry pavers unless otherwise approved by the ACC. Residents who live on the ponds/lakes shall have full rights to navigate and recreate on all of the water contingent to their lot, but do not have rights to enter the land of other private residence's property.

4.1.7 Mailboxes. All mailboxes shall be located as cluster boxes and shall be of consistent design, material, and coloration and shall be located on designated common lot(s) or places otherwise designated by Declarant or the Architectural Committee.

4.1.8 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that of other fencing constructed adjacent to or abutting

Common Areas, public and private streets, and shall otherwise be as approved by the Architectural Committee. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner and view Residential Building Lots may be restricted from fencing. All Residential Building Lots shall have fencing of compatible style and material and (i) fences and walls shall not project beyond the front of the Residence on any Building Lot, (ii) whether interior or exterior, shall be black wrought iron and approved by the ACC, and (iii) no fence shall extend beyond the front plane of the residence.

All fences shall be constructed, installed and maintained in good appearance and condition at the expense of the Owner of the Building Lot on which they are located, and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after any damage occurs. No fence, wall, hedge, high planting, obstruction or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Building Lots and shall not be allowed if the same constitutes an undesirable, noxious or nuisance to neighboring Building Lots. The ACC may approve a maximum height limitation for the fencing on any Building Lot so as to maintain a consistent aesthetic with adjacent Lots. No fencing or wall shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on any Plat of the Property.

4.1.9 Lighting. Exterior lighting shall be by photo-cell fixtures and shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.2 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected only with the approval of the ACC and in accordance with the Architectural Committee guidelines. No antennae may be installed prior to construction of a residential improvement upon a Building Lot.

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

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.5 Signs. No sign of any kind shall be displayed for public view on any Residential Building Lot without the approval of the Architectural Committee or Association, and the City if otherwise so required, except:

A. such signs as may be used by Declarant in connection with the development of the Property and sale of Building Lots;

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

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

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Building Lot advertising the Residence for sale.

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Association. Lighted, moving or flashing signs for any purpose are prohibited. Notwithstanding the foregoing, the ACC shall have the right to adopt standards and rules for signs within the Subdivision, which ACC standards and rules, if adopted, shall regulate signs within the Subdivision and control over the specific provisions of this Section.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the City Code of Middleton, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

4.7.1 This obligation shall be deemed to extend to any Waterway located within the Subdivision for which such maintenance shall be the sole responsibility of the Lot Owner(s) adjacent to or contiguous with such Waterway, including without limitation, such Waterway's edge, bank, berm, shore, or beach. Waterways shall be kept in a clean and sanitary condition at all times and ponds or lakes shall be regularly treated for insects and algae, at such Lot Owner's expense as necessary to avoid an unreasonable nuisance to surrounding Lots. Waterway edges, banks, berms, shores or beaches shall be well maintained to avoid unsightly weeds from accumulating. Each Lot Owner(s) shall be permitted to construct one (1) water dock, extending no more than eight (8) feet into the Waterway contiguous with said Lot Owner(s) Property.

4.7.2 In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's

responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area or any Building Lot in the Property.

4.9 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of any Highway District, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article 7 herein, as may be applicable.

4.10 Water Supply Systems; Pressurized Irrigation System. Domestic water and sewer will be supplied by the City of Middleton water and sewer systems to all Building Lots.

4.10.1 PI System Owners. Pressurized water for irrigation will be supplied by the Association's irrigation system, when seasonably available, for all Commercial Building Lots and Residential Building Lots. The Pressurized Irrigation System shall be comprised of all improvements and components thereof, including but not limited to all pumps, pipe, and any other conveyance apparatus. The Pressurized Irrigation System shall also include any easement or license rights granted for the installation, operation, maintenance, repair and replacement of the PI System. The PI System shall be stubbed within the boundaries of each Lot for which it serves. The PI System will be owned, operated, repaired, maintained and replaced by the Association up to the stub located on each Lot. The costs relating to any components located within a Lot and beyond the stub shall be the responsibility of the applicable Owner or Occupant. The Association shall have the exclusive right to monitor and maintain the PI System and may at its discretion contract with outside providers to monitor, maintain, repair such systems and shall have the exclusive right to promulgate rules and regulations relating to the use of such system or to perform the duties and obligations with any applicable irrigation district or canal company. Declarant or

affiliates of Declarant may use the pressurized water supply as deemed necessary for temporary construction or other irrigation purposes. Each Owner receiving irrigation water through the PI System agrees to pay when due all Assessments levied by the Association for the operation, maintenance, repair and replacement of the PI System and associated delivery of irrigation water to all Lots.

4.10.2 Billing for PI System to Commercial Building Lot Owners. The Association, from time to time, shall reasonably determine the Assessments applicable to the Commercial Building Lot Owners which relate, solely and specifically, to the operation, use, maintenance, repair and replacement of the PI System and associated delivery of irrigation water to the Commercial Building Lot Owners. Such Assessments may be Regular, Special or Limited in nature as reasonably determined by the Association. The Association shall utilize a calculation based on the total number of Building Lots in the Subdivision, wherein each Lot contributes proportionately and equally to the costs of the operation, use, maintenance, repair and replacement of the PI System.

4.10.3 Irrigation Water Acknowledgment. All Owners acknowledges that the irrigation water delivered by the PI System is subject to variability in availability from year to year, is non-potable and may contain weed seed, herbicides, pesticides and other contaminants over which the Declarant, Association and irrigation district have no control. Each Owner acknowledges that the Association may promulgate rules and regulations, including water use schedules and rotations, controlling the allocation, distribution and flow of water among the various Lots and each Owner or Occupant hereby agrees to comply with such rules and regulations. Each Owner acknowledges that such Owner shall not have any right, title or interest in the irrigation water available to the Subdivision, all such right, title and interest being reserved to the Association to distribute such irrigation water in accordance with this Declaration. No Owner shall have any right, title or interest to any Water Rights or the PI System, all such rights being reserved to the Association.

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

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. Builders shall operate a clean site with all debris cleaned daily and shall install a large debris box to contain garbage and refuse. Weeds should be trimmed or removed and properly disposed of at all times and in no event shall weeds on vacant lots exceed one foot in height at any time. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

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

4.14 No Unscreened Boats, Campers, and Other Vehicles. The primary purpose of the garage(s) required on each Lot is the parking and storage of automobiles and other Owner owned Vehicles and Equipment. The Owner shall provide sufficient garage space and storage for automobiles, Vehicles and Equipment used by all Occupants of a Lot. All such automobiles, Vehicles and Equipment, whether operative or non-operative, shall be kept within the garage on a Lot except during (i) actual use, and/or (ii) temporary periods in connection with actual use and such temporary period shall extend no longer than seventy-two (72) hours, unless prior approval for a longer temporary period has been obtained from the Association and/or Committee. The Association and/or the Committee may fine any Lot Owner(s) for violation of this policy. Said fine shall be no more than one hundred ($100) dollars per day, beginning after the seventy-two (72) hour period. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly automobiles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the City of Middleton Sewer System and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps or similar appliances shown in the plans approved by the Architectural Committee. This Section 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. On-street parking shall be permitted but shall not extend longer than seventy-two (72) hours, unless prior approval for a longer temporary period has been obtained from the Association and/or Committee. The Association and/or the Committee may fine any Lot Owner(s) for violation of this policy. Said fine shall be no more than one hundred ($100) dollars per day, beginning after the seventy-two

(72) hour period. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway.

4.19 Animals & Pets. Except as set forth in this Section 4.19, no animals, birds, insects, swine, goats, pigeons, poultry or livestock shall be kept on the Property. Owners shall be permitted to keep up to two (2) domesticated dogs, and up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others; provided that they are not kept, bred or maintained for any commercial purpose. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is not confined to an Owner's Lot. Such owner shall clean up any animal defecation immediately from the Common Area or public rights-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and forty (40) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot. The Board must approve any other request for animals not in accordance with this Section.

4.20 Landscaping. The Owner of any Residential Building Lot shall sod both the front sides, and landscape such Building Lot in conformance with the landscape plan approved in advance by the Association, and as approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. The landscaping plan shall include at a minimum the following: (i) initial front landscaping shall include as a minimum, sod in the front and side yards, two (2) deciduous trees of at least three inch (3") caliper and one (1) evergreen of at least six feet (6') in height in front yard, seven (7) - five (5) gallon shrubs or plants, and six (6) - two (2) gallon shrubs or plants; (ii) corner lots/side yards shall include as a minimum, seven (7) - two (2) gallon shrubs or plants, and (iii) backyards shall include at a minimum, nine (9) - five (5) gallon shrubs or plants, nine (9) - two (2) gallon shrubs or plants. But if Declarant or an affiliate of Declarant constructs the dwelling structure, only the front yard of the Residential Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Residential Building Lot landscaping within ninety (90) days after the Residential Building Lot is conveyed to the first Owner of the Residential Building Lot, weather permitting in accordance with the approved landscaping plan. Declarant may grant extensions of the landscaping deadlines to any party for up to an additional one hundred twenty (120) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners.

4.21 Exemption of Declarant. Nothing contained herein shall limit the right of Declarant to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and

on any portion of the property owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Declarant to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Office of the Canyon County Recorder.

4.22 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in the Subdivision to the City of Middleton, the County of Canyon, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.23 Water Rights Appurtenant to Subdivision Lands. The Association shall have the power to acquire, provide or pay for Water Rights and manage the same for the benefit of the Subdivision, and the costs to such Water Rights shall be included in the Regular Assessments paid by Members of the Association.

4.24 Commencement of Construction. Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. Any owner of a Residential Building Lot shall, within a period of one (1) year following the date of purchase of a Residential Building Lot from Declarant, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within twleve (12) months once commenced. The term "commence the construction," as used in this Section 4.24, shall require actual physical construction activities upon such dwelling structure upon such Residential Building Lot. In the event such Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Declarant may, at Declarant's option, following the expiration of said one (1) year period, repurchase said Residential Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Declarant, less ten percent (10%). In the event Declarant shall exercise Declarant's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Declarant a deed reconveying said Building Lot, free and clear of all liens, which deed shall be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or

through operation of law. Developer will have the first right of refusal to purchase the lots back if lot owner wants to sell them at the original sale price. The provisions of this Section 4.24 shall not apply to Declarant or its affiliates.

ARTICLE 5 - RIVER WALK RANCH HOMEOWNERS ASSOCIATION

5.1 Organization of River Walk Ranch Homeowners Association, Inc.. River Walk Ranch HOA, Inc. ("Association") shall be initially organized by Declarant as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Declarant might adopt pertaining to the Subdivision.

5.2 Membership. The Members of the Association shall be all Owners. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner, except Declarant, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner and may not be transferred, pledged, assigned, alienated or otherwise separated from the ownership of the Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. For voting purposes, the Association shall have three (3) classes of Members as described below:

5.3.1 Class A Members. Owners of Residential Building Lots other than Declarant, for so long as Declarant is the Class B Member, shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Residential Building Lot owned by such Class A Member on the day of the vote. Upon termination of the Class B Member, Declarant shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Declarant.

5.3.2 Class B Member. The Declarant, by and through Declarant's designated representative, shall be known as the Class B Member, and shall be the sole voting Member of the Association until the Class B Termination Date. The Class B Member shall cease to be a voting Member in the Association upon the earliest to occur of the following: (i) the date upon which the Declarant no longer owns any Lot within or Tract adjacent to the Subdivision; (ii) the date Declarant informs the Members in writing that the Declarant no longer wishes to exercise its rights as the Class B Member, or (iii) May 1, 2033. Such date being the "Class B Member Termination Date."

5.3.3 Class C Member. Owners of Commercial Building Lots other than Declarant, shall be known as Class C Members. Class C Members shall not be entitled to vote in any capacity but shall be included in the list of Owners and subject to Assessments associated solely and specifically to the PI System.

Fractional votes shall not be allowed. If the Owner of a Residential Building Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the

Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Residential Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Residential Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Residential Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers; Control of Affairs of Association. The Declarant shall initially appoint the Board and control the Association until administrative responsibility of the Subdivision is turned over to the Class A Owners. On a date that is not later than sixty (60) days after the Class B Termination Date, Declarant shall call a meeting and such meeting shall turn over administrative responsibility for the Subdivision to the Owners and provide all documents, books and records, minute books and other approvals, tax returns, as-built architectural, structural, engineering, mechanical, electrical and plumbing plans, insurance policies, contracts (including vendor contracts servicing the Common Areas) and all other materials which should be provided to the Class A Members, including any rules and regulations, Design Guidelines and other information utilized by the board of directors ("Board"), ACC and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

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

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration; *provided that*, the Association shall not levy any Assessment or impose any obligation on any Commercial Building Lot except as it relates to the PI System in the manner detailed in this Declaration. Subject to the preceding sentence, this power shall include the right of the Association to levy Assessments on any Owner of any portion of the

Property to cover the operation and maintenance costs of the Common Area, PI System, and other facilities servicing the Subdivision.

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

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of the Association's affairs or any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the termination of the Class B Member.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate for the Subdivision. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners or Occupants, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered and made available to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, or any Design Guidelines of the ACC, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Improvements Within Property. Maintain, improve, operate, repair and replace any facilities and improvements, including without limitation, Common Area, drainage systems or facilities, pathways, landscaping located in any public rights-of-way which the Association is obligation, or otherwise deemed advisable, to maintain, operate, repair and replace pursuant to any Plat, or any license, easement or other agreement.

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

5.5.1.7 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.7.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

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

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

5.5.1.9 Other. Such other and further powers as the Board deems reasonable and appropriate, being the intent of Declarant that the Association have broad power and authority consistent with this Declaration.

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

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Declarant's sole discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" or "common" lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision.

5.5.2.2 Operation and Maintenance of Irrigation System. Operate and maintain and otherwise provide for the operation and maintenance of the pressurized irrigation system, including all facilities connected to the irrigation pump station. Association shall have the responsibility to determine the method and amount to bill Class C Members in compliance with Section 4.10 of this Declaration.

5.5.2.3 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area or PI System. For the avoidance of doubt, Class C Members may be required to participate in funding any reserve account to the extent such reserves relate to the PI System.

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

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

5.5.2.6 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.7 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

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

5.5.2.7.2 Comprehensive public liability insurance insuring the Board, the Association, the Declarant, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

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

Full coverage directors' and officers' liability insurance with a limit of at least Five Hundred Thousand Dollars and No Cents ($500,000.00).

5.5.2.7.3 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

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

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

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

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

5.5.2.11 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This shall not extend to any public streets maintained by the City of Middleton.

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

5.7 Budgets and Financial Statements. Budgets and financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as determined by the Board. In compliance with Idaho Code 55-32-5, the Association shall provide financial disclosures within ten (10) days of request from any Member and shall deliver to each Owner a copy of it's financial disclosures within sixty (60) days of the Association's fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE 6 - RIGHTS TO COMMON AREAS

6.1 Use of Common Area. The Declarant has conveyed Lots 5 of Block 1, Lots 1, 22 of Block 2, and Lot 1 of Block 2 as Common Area to the Association. The Declarant or Association, acting through the Board, shall have the exclusive right to grant further easements for public utilities and for other public purposes with the intended use of the Common Area. Every Owner shall have a right to use those areas designated as Common Areas, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area;

6.1.2 The right of the Association to promulgate reasonable rules and regulations governing protection and maintenance of the Common Area;

6.1.3 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and,

6.1.4 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 permitted by the Articles and the Bylaws and agreed to by the Members.

6.1.5 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.6 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area. Declarant shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to

the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot. Only Declarant or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Declarant or the Association.

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

ARTICLE 7 - ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and protection of the Members and other users of the Subdivision and in particular for the preservation and maintenance of the Common Area and other property designated by the Board of the Association. Such purpose shall also include but not be limited to the cost to operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including all repair and replacement of property.

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

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, excepting only (i) all properties expressly dedicated to and accepted by a local public authority, if any, (ii) Commercial Building Lot Owners (except to the extent levied a Regular Assessment associated with the PI System), (iii) all unimproved Lots owned by Declarant, and (iv) and finished Lot owned by Declarant, are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board. Said fee shall be set at $900/year, but may be adjusted by the Association and/or Committee as needed to meet the requirements of operations.

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

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the sixth (6th) month following the month in which the closing of the first sale of a Building Lot for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Declarant, for any given fiscal year shall be paid in accordance with and as computed by the Board from time to time in its sole discretion. For the avoidance of doubt, Commercial Building Lot Owners shall not be required to pay for any costs associated with Common Area expenses and shall only be responsible to pay Assessments related to to the PI System, as reasonably determined by the Board using the methodology set forth in this Declaration. As such, Commercial Building Lot Owners and Residential Building Lot Owners will have differing levels of Regular Assessments levied by the Association.

7.2.4 Declarant Shortfall Contribution. Up until two (2) years following the date of the first sale of a Building Lot in a particular Tract of the development, the Declarant shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for that Tract of the development. The Declarant agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of the Property. After two (2) years from the date of the first sale of the first Building Lot, the Owners (exclusive of Declarant) shall pay for all of the Expenses of the Association.

7.3 Special Assessments.

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

other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.3.3 Special Assessments for Capital Improvements. In addition, the Board may levy in any assessment year a Special Assessment applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any unexpected or unfunded maintenance for the Common Area or Pressurized Irrigation System. This Section shall not prohibit the Board from authorizing capital expenditures for replacement, repairs or improvements from funds generated by Regular Assessments.

7.4 Set-Up and Transfer Assessments. At the closing of the sale of each Lot by the Declarant, a special assessment in the amount of $250, which may be altered by the Board from time to time, shall be collected from the purchaser of the Lot as payment to the Association for the set-up costs and administrative fees of the Association. Upon the transfer of ownership of a Lot by an Owner to a third party, a $250 transfer fee shall be payable by the new Owner to the Association to cover any management and administrative fees associated with the Association.

7.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of the governing documents for the Property, for damage caused by the Member, a Member's tenant, representative or invitee or for otherwise providing any goods or services benefiting less than all Members or such Members' Building Lots.

7.7 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Residential Building Lot for all Class A Members of the Association. Additionally, Regular and Special Assessments shall be fixed at a uniform rate per Commercial Building Lot for all Class C Members of the Association.

7.8 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in accordance with the selected frequency for receipt of installments.

7.9 Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association

Assessments. Each installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within fifteen (15) days after the first of the month following the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than thirty (30) days shall accrue interest at twelve percent (12%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.10 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.10 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 8 - ENFORCEMENT OF ASSESSMENT; LIENS

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

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the lesser of (i) the maximum rate permitted by law, or (ii) twelve percent (12%) and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Canyon County Recorder. Such lien shall be prior and superior to all other liens or claims created

subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

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

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

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Canyon County Recorder in accordance with Idaho Code 55-3207.

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

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any

deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE 9 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.2.4 In all cases the Association will comply with the Idaho Homeowner's Association Act or any successor act.

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

ARTICLE 10 - ARCHITECTURAL COMMITTEE

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

10.2 Declarant's Right of Appointment. At any time, and from time to time, prior to the termination of the Class B Member, Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress on any Residential Building Lot to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. All applications must contain the following elements: (i) Site Plan showing the location of all Improvements, structures, fences, walls, drainage and all set-backs, driveways and other pertinent information relating to the Improvements, (ii) final blueprints, elevation drawings from all sides and detailed exterior specifications which shall indicate all colors, materials and finishes, including the roof, (iii) landscaping plan which shall show the location, type and size of all trees, plants, ground cover, shrubs, berms, grading, drainage, sprinkler systems, lights, walkway and will promote water efficient landscaping practices, and (iv) such evidence of the cost of the Improvements as shown reasonably satisfactory to the ACC to assure compliance with the requirements under the Design Guidelines. The ACC may, at its discretion, require the Owner to furnish additional specifications, drawings, material samples and other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate. The ACC may also request a completion security deposit, in amounts determined by the ACC from time to time to be held as security for the completion by the Owner of the Improvements and provide such rules and regulations as the ACC may reasonably determine relating to the payment and return of such deposits.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. A one-time, non-refundable fee of three hundred and fifty dollars ($350) shall be paid to the Association as an ACC committee review fee which shall be deposited with all plans, drawings and specifications outlined in this Declaration. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and

descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 10 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

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

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

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

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

10.7.1 Upon the completion of any work for which approved plans are required under this Article 10, the Owner shall give written notice of completion to the Architectural Committee.

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

the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

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

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

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

10.9 Variances. The Architectural 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. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners

obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.10 Declarant's Exemption. Any and all Improvements constructed by Declarant on or to the Property are not subject to review and approval by the Architectural Committee.

10.11 Hearing; Appeal. An Residential Building Lot Owner submitting an application to the ACC, or served with a written notice of deviation or violation, or a complaint shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Owner requesting the hearing. An Owner shall have the right to appeal to the full Board a decision of the ACC under the same notice procedures and timelines set forth above with respect to an initial hearing. A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

ARTICLE 11 - ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Declarant. Declarant intends to develop the Property and other properties and may, in Declarant's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances. Such Annexation shall be accomplished and become effective by filing a Supplemental Declaration in the records of Canyon County, Idaho, describing the property to be Annexed and specifically subjecting such property to the terms of this Declaration, as may be modified to reflect any special circumstances in connection with such Annexed property.

11.2 By Association. Following the termination of the Class B Member, Tracts may be created, subject to the same conditions, by the Association upon the exercise by Members of at least seventy-five percent (75%) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in the Declaration shall apply to the Tract in the same manner as if it were originally covered by

this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes as a Tract as defined above. The Owners of lots located in the Tracts shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said Tracts shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

11.4 Method of Annexation. The addition of a Tract to the Property authorized under Sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Declarant or the Owner thereof and which shall annex such property to the Property. Thereupon each Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Declarant or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Declarant or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Tract, and the Association shall have the duty to maintain additional Common Area located within the Tract if so specified in any Supplemental Declaration. All Annexed property shall be consistent with the general purposes and intent of this Declaration. Declarant is not obligated in any manner by this Declaration to Annex additional real property to the Property or to annex any particular Tract, or to Annex Tracts in any particular sequence.

11.5 De-annexation. Declarant may delete all or a portion of the Property, including previously annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Declarant is the owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Canyon County Recorder in the same manner as a Supplemental Declaration of Annexation.

ARTICLE 12 - EASEMENTS

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

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. Declarant expressly reserves for the benefit of the Property and the Association reciprocal easements of ingress and egress for all Owners to and from their respective Lots and Common Areas and for the necessary maintenance and repair of any Improvement thereon, including without limitation, fencing, retaining walls, lighting facilities, sidewalk abutments, trees and landscaping. Such easements shall run with the land, and may be used by Declarant, and by all Owners, Occupants, their guests and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot of Common Area.

12.3 Drainage and Utility Easements. Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building 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; provided, however, that the Owner of such Building Lot and the Declarant, Association or designated entity with regard to the Landscaping Easement described in this Article 12, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

12.4.1 Wherever utility connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent

necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

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

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

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

12.7 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

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

of the Improvements owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or Occupant.

12.9 Sewer Covenants and Restrictions. All Building Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

12.9.1 A monthly sewer charge must be paid after connecting to the City of Middleton public sewer system, according to the ordinances and laws of the City of Middleton.

12.9.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected to the City's sewage system.

12.9.3 The Declarant shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

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

12.12 Maintenance Easement. An easement is hereby reserved to the Declarant and Association, and their respective officers, agents, managers, employees and assigns, upon, across, over, in, and under the Lots and the right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or the perform the duties and functions for which the Association is obligated or permitted to perform, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot.

ARTICLE 13 - MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of the property concerned and by the Association. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall continue perpetually, unless amended as provided in this Article 13. Further provided that the Association shall not be dissolved without the prior written approval of the City of Middleton and any other interested governmental agencies, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Declarant. Until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Declarant by recordation of

a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Declarant by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract. Declarant shall have the exclusive right, power and authority to amend this Declaration, or any of the Subdivision documents, at any time and at its sole discretion, if such amendment is: (i) necessary to bring any provision into compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Property; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article 13, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than seventy-five percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Article 13 shall require the vote or written consent of Members holding ninety percent (90%) of the voting power of the Association.

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

13.2.4 Certain Amendments. Notwithstanding anything to the contrary in this Declaration, certain items may require the approval of the City of Middleton or other governmental or quasi-governmental entities prior to approval including those sections relating to Common Areas, access, water and irrigation systems, easements, and drainage. Should an amendment require such further approval, such approval shall be obtained in writing prior to obtaining the final approval by the Members or the recording of such amendment.

13.3 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by certified mail. If delivery is made by certified mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association or upon confirmation of delivery. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section 13.3.

13.4 Enforcement and Non-Waiver.

13.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

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

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

13.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

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

13.4.6 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the Restrictions in this Declaration, the Declarant, the Association and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. This right of injunction shall be in addition to all other remedies set forth in this Declaration or otherwise provided by law.

13.4.7 No Termination. No breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have under this Declaration.

13.4.8 Attorneys' Fees. In the event that any person initiates any legal action or proceeding to interpret or enforce any of the Restrictions of this Declaration, the prevailing party in such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorneys' fees, including the same with respect to appeal.

13.4.9 Force Majeure. The period of time provided in this Declaration for the performance of any act shall be reasonably extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals (the parties agreeing to use reasonable diligence to procure the same), global or regional pandemics, or

other causes, other than financial, beyond the reasonable control of the person to whom such obligation is charged.

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

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

13.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 13.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

13.5.5 Governing Law. The provisions of this Declaration and any Supplemental Declaration shall be construed and governed by the laws of the State of Idaho.

13.5.6 No Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

13.5.7 No Third-Party Beneficiary. This Declaration is not intended to create, nor shall it be in any interpreted or construed to create any third-party beneficiary rights to any person who is not an Owner or Occupant, unless otherwise expressly provided in this Declaration.

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

13.7 Successors and Assigns. All references herein to Declarant, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Declarant, Owners, Association, or person.

13.8 Conflicting Provisions. In the case of any conflict between this Declaration and the Bylaws, the Design Guidelines or the Association Rules, this Declaration shall control.

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

13.10 Owner's Acknowledgement. By accepting a deed to any Lot contained within the Subdivision, each Owner acknowledges and agrees that Owner has read and understands this Declaration.

[The remainder of this page is left intentionally blank. Signature Page Follows]

IN WITNESS WHEREOF the Declarant has executed this Master Declaration as of the day and year first above written.

DECLARANT:

TRADITION CAPITAL PARTNERS LLC, an Idaho limited liability company

By_____
Spencer Kofoed – Managing Member

STATE OF IDAHO)
) ss:
County of Canyon)

On this 9th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Spencer Kofoed**, known or identified to me to be the Managing Member of **TRADITION CAPITAL PARTNERS, LLC,** an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

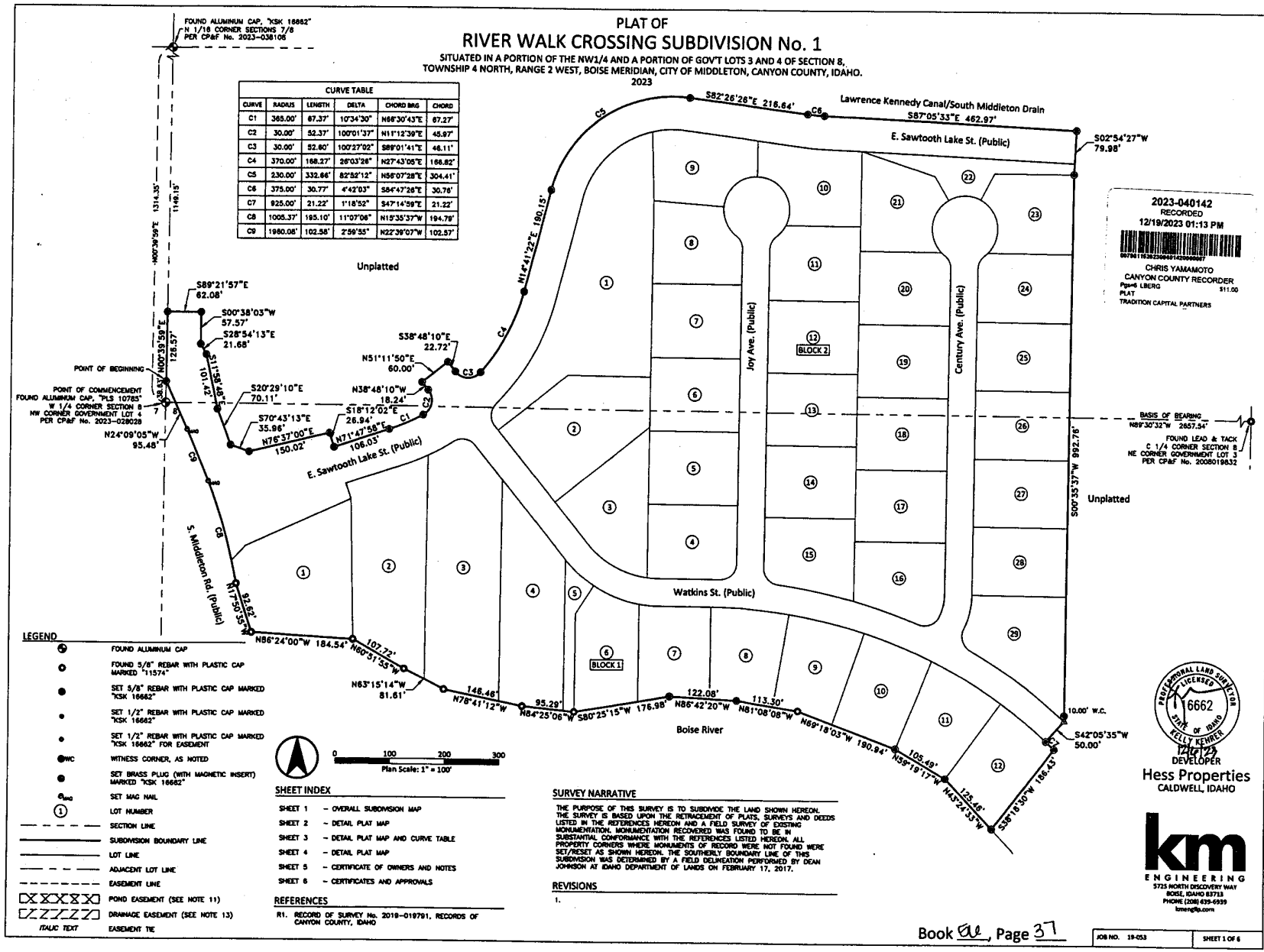
Jacob Riley Thibault
Notary Public, State of Idaho
My Commission Expires 03/27/2029
Commission # 20231160

Notary Public for Idaho
My Commission Expires: 03/27/2029

EXHIBIT "A"

PLAT OF
RIVER WALK CROSSING SUBDIVISION No. 1

SITUATED IN A PORTION OF THE NW1/4 AND A PORTION OF GOV'T LOTS 3 AND 4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO.
2023



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	365.00'	67.37'	10°34'30"	N66°30'43"E	67.27'
C2	30.00'	52.37'	100°01'37"	N11°12'39"E	45.97'
C3	30.00'	52.60'	100°27'02"	S89°01'41"E	46.11'
C4	370.00'	168.27'	26°03'26"	N27°43'05"E	166.82'
C5	230.00'	332.66'	82°52'12"	N56°07'28"E	304.41'
C6	375.00'	30.77'	4°42'03"	S84°47'26"E	30.76'
C7	925.00'	21.22'	1°18'52"	S47°14'59"E	21.22'
C8	1005.37'	195.10'	11°07'06"	N15°35'37"W	194.79'
C9	1960.08'	102.58'	2°59'55"	N22°39'07"W	102.57'

LEGEND

- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "11574"
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "KSK 16662" FOR EASEMENT
- WC WITNESS CORNER, AS NOTED
- SET BRASS PLUG (WITH MAGNETIC INSERT) MARKED "KSK 16662"
- MAG SET MAG NAIL
- 1 LOT NUMBER
- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- POND EASEMENT (SEE NOTE 11)
- DRAINAGE EASEMENT (SEE NOTE 13)
- ITALIC TEXT EASEMENT TIE

0 100 200 300
Plan Scale: 1" = 100'

SHEET INDEX

SHEET 1 – OVERALL SUBDIVISION MAP
SHEET 2 – DETAIL PLAT MAP
SHEET 3 – DETAIL PLAT MAP AND CURVE TABLE
SHEET 4 – DETAIL PLAT MAP
SHEET 5 – CERTIFICATE OF OWNERS AND NOTES
SHEET 6 – CERTIFICATES AND APPROVALS

REFERENCES

R1. RECORD OF SURVEY No. 2019-019791, RECORDS OF CANYON COUNTY, IDAHO

SURVEY NARRATIVE

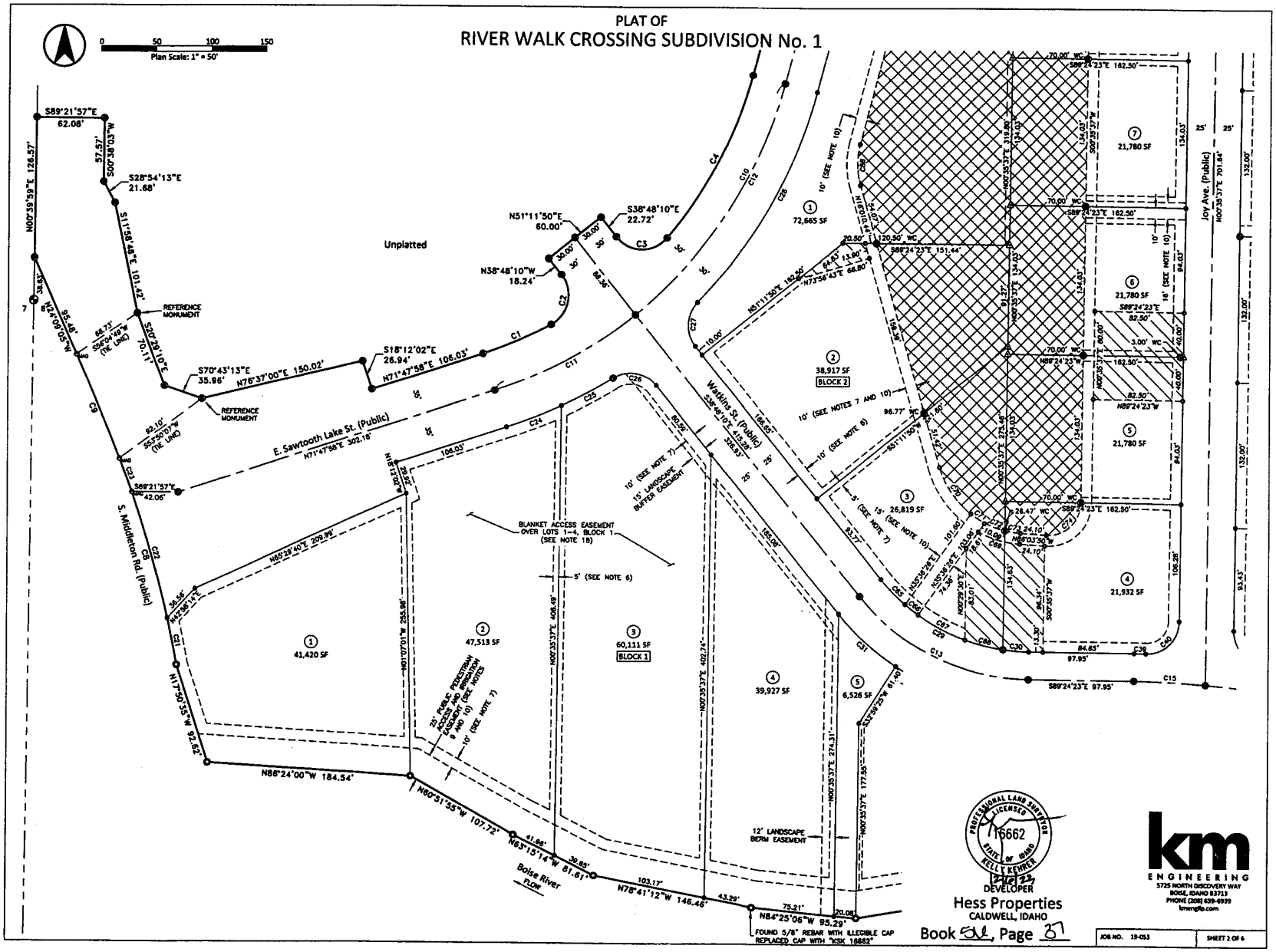
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON. THE SOUTHERLY BOUNDARY LINE OF THIS SUBDIVISION WAS DETERMINED BY A FIELD DELINEATION PERFORMED BY DEAN JOHNSON AT IDAHO DEPARTMENT OF LANDS ON FEBRUARY 17, 2017.

REVISIONS

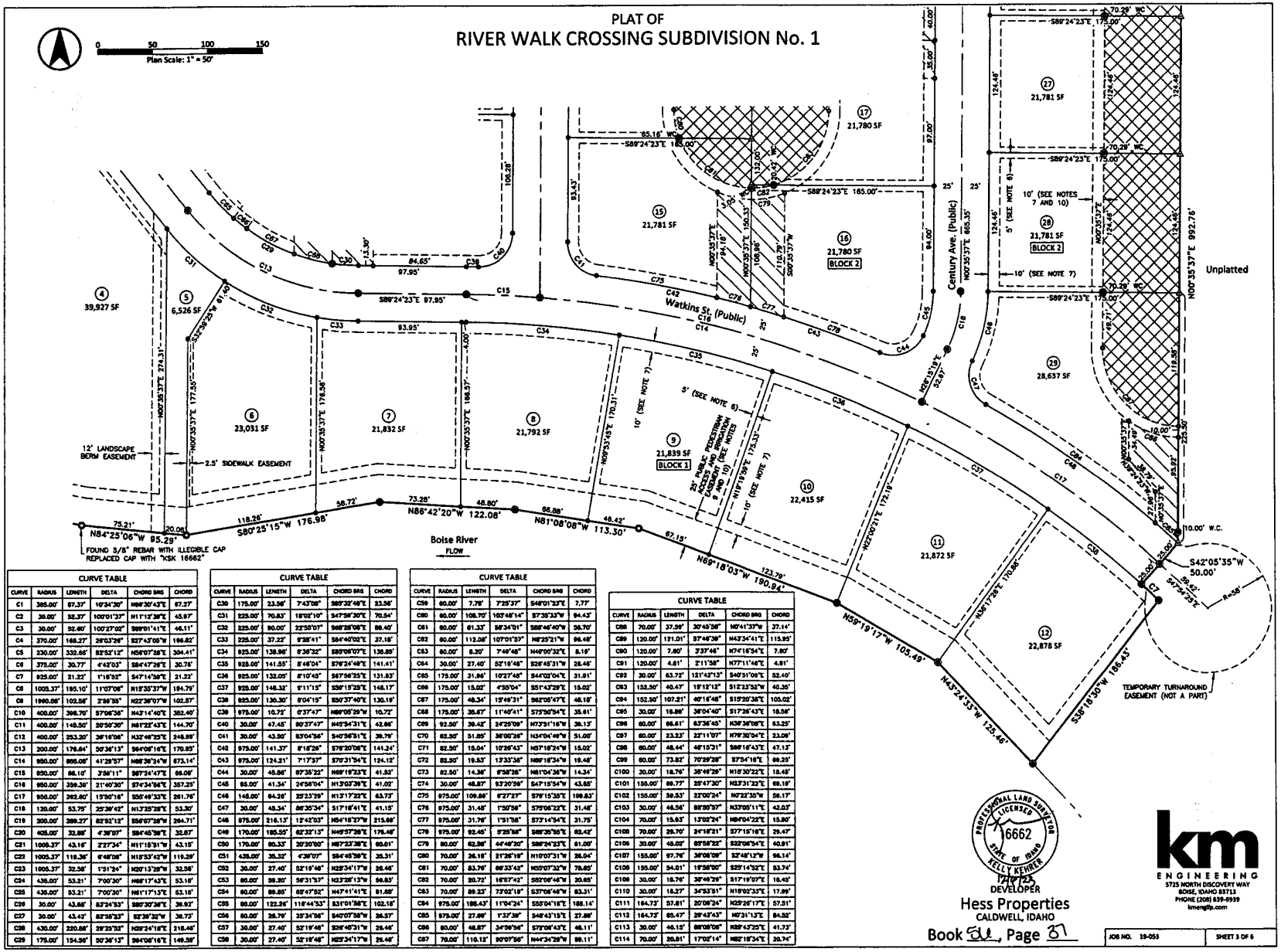
1.

Book EU, Page 37

JOB NO. 19-053 | SHEET 1 OF 6


PLAT OF
RIVER WALK CROSSING SUBDIVISION No. 1
Plan Scale: 1" = 50'
Unplatted
E. Sawtooth Lake St. (Public)
S. Middleton Rd. (Public)
Watkins St. (Public)
Joy Ave. (Public)
Boise River
FLOW
BLANKET ACCESS EASEMENT OVER LOTS 1-4, BLOCK 1 (SEE NOTE 18)
15' LANDSCAPE BUFFER EASEMENT
12' LANDSCAPE BERM EASEMENT
25' PUBLIC PEDESTRIAN ACCESS AND IRRIGATION EASEMENT (SEE NOTES 9 AND 10)
REFERENCE MONUMENT
FOUND 5/8" REBAR WITH ILLEGIBLE CAP REPLACED CAP WITH "KSK 16662"
BLOCK 1
BLOCK 2
41,420 SF
47,513 SF
60,111 SF
39,927 SF
6,526 SF
72,665 SF
38,917 SF
26,819 SF
21,780 SF
21,932 SF
DEVELOPER
Hess Properties
CALDWELL, IDAHO
Book 5L, Page 37
km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com
JOB NO. 19-053
SHEET 2 OF 6

PLAT OF
RIVER WALK CROSSING SUBDIVISION No. 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
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C3	30.00'	52.40'	100°27'02"	S89°01'41"E	46.11'
C4	370.00'	168.27'	26°03'26"	S27°43'05"W	166.82'
C5	230.00'	332.66'	82°52'12"	N56°07'28"E	304.41'
C6	375.00'	30.77'	4°42'03"	S84°47'26"E	30.76'
C7	925.00'	21.22'	1°18'92"	S47°14'39"E	21.22'
C8	1005.37'	185.10'	11°07'09"	N18°35'37"W	184.79'
C9	1990.08'	102.58'	2°56'35"	N22°38'07"W	102.57'
C10	400.00'	368.70'	57°06'36"	N43°14'40"E	352.40'
C11	400.00'	148.50'	20°50'30"	N61°22'43"E	144.70'
C12	400.00'	253.20'	36°16'06"	N32°48'23"E	248.99'
C13	200.00'	178.64'	50°36'13"	S64°06'16"E	170.95'
C14	950.00'	866.08'	41°28'57"	N66°36'24"W	873.14'
C15	950.00'	66.10'	3°56'11"	S87°24'47"E	66.09'
C16	950.00'	359.30'	21°40'30"	S74°34'54"E	357.25'
C17	950.00'	262.60'	15°50'16"	S55°49'33"E	261.76'
C18	120.00'	53.75'	25°39'42"	N13°25'28"E	53.30'
C19	200.00'	289.27'	82°52'12"	S56°07'28"W	264.71'
C20	405.00'	32.88'	4°39'07"	S84°45'39"E	32.87'
C21	1005.37'	43.16'	2°27'34"	N11°15'31"W	43.15'
C22	1005.37'	118.36'	6°46'06"	N15°33'42"W	118.29'
C23	1005.37'	32.58'	1°51'24"	N20°13'28"W	32.58'
C24	435.00'	53.21'	7°00'30"	N66°17'43"E	53.18'
C25	435.00'	53.21'	7°00'30"	N61°17'13"E	53.18'
C26	30.00'	43.66'	83°24'33"	S80°30'36"E	39.92'
C27	30.00'	43.42'	82°56'23"	S2°39'32"W	39.73'
C28	430.00'	220.88'	29°25'52"	N29°24'18"E	218.46'
C29	175.00'	154.56'	50°36'13"	S64°06'16"E	149.59'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C30	175.00'	23.56'	7°43'08"	S85°32'48"E	23.56'
C31	225.00'	70.83'	18°02'10"	S47°59'30"E	70.54'
C32	225.00'	90.00'	22°55'07"	S68°28'08"E	89.40'
C33	225.00'	37.22'	9°28'41"	S84°40'02"E	37.18'
C34	925.00'	138.96'	8°36'32"	S85°06'07"E	138.89'
C35	925.00'	141.55'	8°46'04"	S76°24'46"E	141.41'
C36	925.00'	132.05'	8°10'45"	S67°56'25"E	131.93'
C37	925.00'	148.32'	9°11'15"	S58°15'25"E	148.17'
C38	925.00'	130.30'	8°04'15"	S50°37'40"E	130.19'
C39	975.00'	10.72'	0°37'47"	N89°05'29"W	10.72'
C40	30.00'	47.45'	90°37'47"	N45°34'31"E	42.66'
C41	30.00'	43.90'	83°04'56"	S40°56'31"E	39.79'
C42	975.00'	141.37'	8°18'28"	S76°20'06"E	141.24'
C43	975.00'	124.21'	7°17'57"	S70°31'34"E	124.12'
C44	30.00'	45.86'	87°35'22"	N69°19'23"E	41.52'
C45	85.00'	41.34'	24°58'04"	N13°03'39"E	41.02'
C46	148.00'	64.26'	25°23'39"	N13°17'22"E	63.73'
C47	30.00'	48.34'	88°35'34"	S17°18'41"E	41.15'
C48	975.00'	216.13'	12°42'03"	N84°18'27"W	215.66'
C49	170.00'	195.55'	62°32'13"	N49°57'28"E	176.46'
C50	170.00'	80.33'	20°20'00"	N67°23'36"E	80.01'
C51	435.00'	30.32'	4°39'07"	S84°45'39"E	30.31'
C52	30.00'	27.40'	52°19'48"	N29°34'17"W	26.46'
C53	60.00'	58.80'	56°31'37"	N33°28'13"W	56.83'
C54	60.00'	89.85'	85°47'52"	N47°41'41"E	81.68'
C55	60.00'	122.26'	116°44'53"	S31°01'58"E	102.16'
C56	60.00'	26.79'	25°34'56"	S40°07'58"W	26.57'
C57	30.00'	27.40'	52°19'48"	S26°45'31"W	26.46'
C58	30.00'	27.40'	52°19'48"	N25°34'17"W	26.46'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C59	60.00'	7.76'	7°25'37"	S48°01'33"E	7.77'
C60	60.00'	108.70'	103°48'14"	S7°35'33"W	94.43'
C61	60.00'	61.33'	58°34'01"	S68°46'40"W	58.70'
C62	60.00'	112.08'	107°01'37"	N8°25'21"W	96.48'
C63	60.00'	8.30'	7°46'48"	N49°00'32"E	8.19'
C64	30.00'	27.40'	52°19'48"	S26°45'31"W	26.46'
C65	175.00'	31.96'	10°27'48"	S44°02'04"E	31.91'
C66	175.00'	15.02'	4°55'04"	S51°43'29"E	15.02'
C67	175.00'	48.34'	15°49'31"	S62°05'47"E	48.18'
C68	175.00'	35.67'	11°40'41"	S75°30'54"E	35.61'
C69	92.50'	39.42'	24°25'09"	N73°31'16"W	39.13'
C70	92.50'	51.85'	36°00'26"	N34°04'49"W	51.00'
C71	92.50'	15.04'	10°26'43"	N57°18'24"W	15.02'
C72	92.50'	19.53'	12°33'36"	N69°16'34"W	19.48'
C73	92.50'	14.36'	8°58'26"	N61°04'36"W	14.34'
C74	30.00'	46.87'	93°20'39"	S47°15'34"W	43.65'
C75	975.00'	109.88'	6°27'27"	S79°15'35"E	109.83'
C76	975.00'	31.48'	1°50'56"	S75°06'22"E	31.48'
C77	975.00'	31.76'	1°51'56"	S73°14'54"E	31.75'
C78	975.00'	92.45'	5°25'56"	S69°35'56"E	92.42'
C79	60.00'	62.96'	44°48'20"	S86°24'23"E	61.00'
C80	70.00'	26.18'	21°26'19"	N10°07'31"W	26.04'
C81	70.00'	83.76'	68°33'42"	N35°07'32"W	78.85'
C82	70.00'	20.72'	16°57'42"	S82°06'46"W	20.65'
C83	70.00'	89.23'	73°02'18"	S37°06'46"W	83.31'
C84	975.00'	188.43'	11°04'24"	S55°04'18"E	188.14'
C85	975.00'	27.99'	1°37'36"	S48°43'15"E	27.99'
C86	60.00'	48.87'	34°36'56"	S72°06'43"E	48.11'
C87	70.00'	110.12'	90°07'56"	N44°34'29"W	99.11'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C88	70.00'	37.59'	30°45'26"	N0°41'37"W	37.14'
C89	120.00'	121.01'	57°46'36"	N43°34'41"E	115.95'
C90	120.00'	7.80'	3°37'46"	N74°16'34"E	7.80'
C91	120.00'	4.81'	2°11'58"	N77°11'46"E	4.81'
C92	30.00'	63.72'	121°42'13"	S40°51'09"E	52.40'
C93	152.50'	40.47'	15°12'12"	S12°23'32"W	40.35'
C94	152.50'	107.21'	40°16'48"	S15°20'38"E	105.02'
C95	30.00'	18.89'	36°04'40"	S17°26'43"E	18.58'
C96	60.00'	86.61'	82°36'45"	N36°36'08"E	53.25'
C97	60.00'	23.33'	22°11'07"	N79°30'04"E	23.09'
C98	60.00'	46.44'	46°15'31"	S66°16'43"E	47.13'
C99	60.00'	73.82'	70°29'28"	S7°54'16"E	69.25'
C100	30.00'	18.76'	35°49'29"	N15°30'22"E	18.48'
C101	155.00'	89.77'	25°41'30"	N23°31'22"E	89.19'
C102	155.00'	59.53'	22°00'24"	N72°35'34"W	59.17'
C103	30.00'	46.56'	88°55'37"	N33°05'11"E	42.03'
C104	70.00'	15.83'	13°00'24"	N84°04'22"E	15.80'
C105	70.00'	28.70'	24°16'31"	S77°15'16"E	29.47'
C106	30.00'	45.02'	85°56'22"	S22°06'54"E	40.91'
C107	155.00'	97.76'	36°08'09"	S2°48'12"W	96.14'
C108	155.00'	54.01'	19°58'00"	S25°14'52"E	53.74'
C109	30.00'	18.76'	35°49'29"	S17°19'07"E	18.48'
C110	30.00'	16.27'	34°53'51"	N18°02'33"E	17.99'
C111	164.73'	57.81'	20°06'24"	N25°26'17"E	57.51'
C112	164.73'	65.47'	29°43'43"	N7°31'13"E	64.82'
C113	30.00'	46.15'	88°08'06"	N58°43'25"E	41.73'
C114	70.00'	20.81'	17°02'14"	N82°18'34"E	20.74'

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEHRER

7/10/23

DEVELOPER
Hess Properties
CALDWELL, IDAHO

Book 51, Page 37

km ENGINEERING
5725 NORTH DISCOVERY WAY
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PHONE (208) 639-6939
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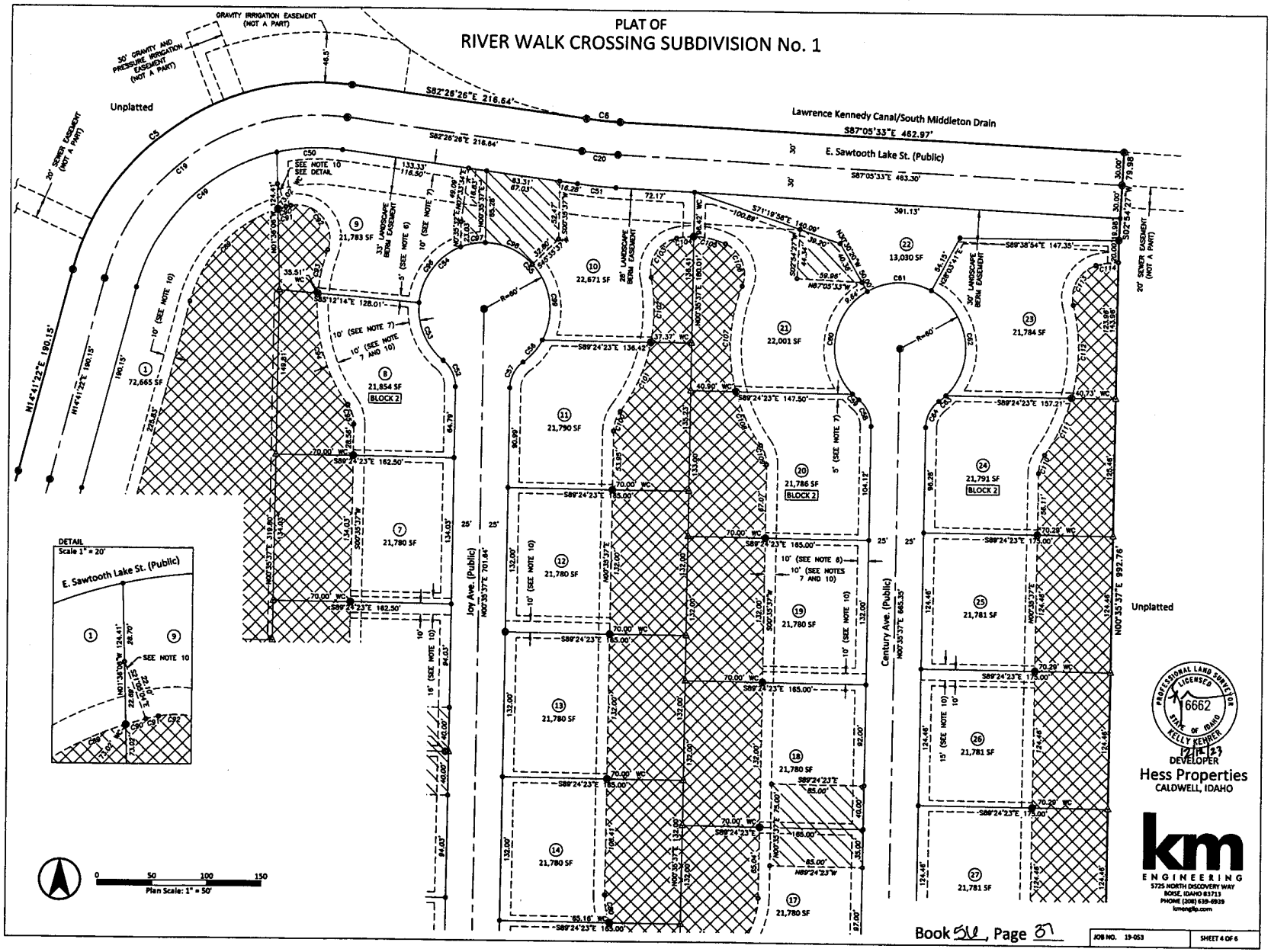
JOB NO. 19-053 | SHEET 3 OF 6


PLAT OF
RIVER WALK CROSSING SUBDIVISION No. 1
Unplatted
Lawrence Kennedy Canal/South Middleton Drain
E. Sawtooth Lake St. (Public)
Joy Ave. (Public)
Century Ave. (Public)
Unplatted
DETAIL
Scale 1" = 20'
Plan Scale: 1" = 50'
DEVELOPER
Hess Properties
CALDWELL, IDAHO
km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
Book 50, Page 87
JOB NO. 19-053
SHEET 4 OF 6

PLAT OF
RIVER WALK CROSSING SUBDIVISION No. 1

CERTIFICATE OF OWNERS

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

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 AND A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND AXLE MARKING THE WEST 1/4 CORNER OF SAID SECTION 8 AND THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4, WHICH BEARS N89°30'32"W A DISTANCE OF 2,657.84 FEET FROM THE CENTER 1/4 CORNER OF SAID SECTION 8;
THENCE FOLLOWING THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, N00°39'59"E A DISTANCE OF 38.63 FEET TO FOUND 5/8-INCH REBAR BEING THE POINT OF BEGINNING.

THENCE FOLLOWING SAID WESTERLY LINE, N00°39'59"E A DISTANCE OF 126.57 FEET;
THENCE LEAVING SAID WESTERLY LINE, S89°21'57"E A DISTANCE OF 62.08 FEET;
THENCE S00°38'03"W A DISTANCE OF 57.57 FEET;
THENCE S28°54'13"E A DISTANCE OF 21.88 FEET;
THENCE S11°58'48"E A DISTANCE OF 101.42 FEET;
THENCE S20°29'10"E A DISTANCE OF 70.11 FEET;
THENCE S70°43'13"E A DISTANCE OF 35.98 FEET;
THENCE N76°37'00"E A DISTANCE OF 150.02 FEET;
THENCE S18°12'02"E A DISTANCE OF 26.94 FEET;
THENCE N71°47'38"E A DISTANCE OF 106.03 FEET;
THENCE 67.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 365.00 FEET, A DELTA ANGLE OF 10°34'30", A CHORD BEARING OF N66°30'43"E AND A CHORD DISTANCE OF 67.27 FEET;
THENCE 52.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 100°01'37", A CHORD BEARING OF N11°12'39"E AND A CHORD DISTANCE OF 45.87 FEET;
THENCE N38°48'10"W A DISTANCE OF 18.24 FEET;
THENCE N51°11'50"E A DISTANCE OF 60.00 FEET;
THENCE S38°48'10"E A DISTANCE OF 22.72 FEET;
THENCE 52.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 100°27'02", A CHORD BEARING OF S89°01'41"E AND A CHORD DISTANCE OF 46.11 FEET;
THENCE 168.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 26°03'26", A CHORD BEARING OF N27°43'05"E AND A CHORD DISTANCE OF 166.82 FEET;
THENCE N14°41'22"E A DISTANCE OF 190.15 FEET;
THENCE 332.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 82°52'12", A CHORD BEARING OF N56°07'28"E AND A CHORD DISTANCE OF 304.41 FEET;
THENCE S82°26'26"E A DISTANCE OF 216.64 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH MIDDLETON DRAIN;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. 30.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 04°42'03", A CHORD BEARING OF S84°47'28"E AND A CHORD DISTANCE OF 30.76 FEET;
2. S87°05'33"E A DISTANCE OF 462.97 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S02°54'27"W A DISTANCE OF 79.98 FEET;
THENCE S00°35'37"W A DISTANCE OF 892.78 FEET;
THENCE S42°05'35"W A DISTANCE OF 50.00 FEET;
THENCE 21.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 925.00 FEET, A DELTA ANGLE OF 01°18'52", A CHORD BEARING OF S47°14'59"E AND A CHORD DISTANCE OF 21.22 FEET;
THENCE S38°18'30"W A DISTANCE OF 186.43 FEET TO THE NORTH BANK ORDINARY HIGH WATER LINE OF SAID BOISE RIVER;
THENCE FOLLOWING SAID NORTH BANK ORDINARY HIGH WATER LINE THE FOLLOWING ELEVEN (11) COURSES:
1. N43°24'33"W A DISTANCE OF 125.48 FEET;
2. N59°19'17"W A DISTANCE OF 105.49 FEET;
3. N69°18'03"W A DISTANCE OF 190.94 FEET TO A FOUND 5/8-INCH REBAR;
4. N81°08'08"W A DISTANCE OF 113.30 FEET;
5. N86°42'20"W A DISTANCE OF 122.06 FEET;
6. S80°25'15"W A DISTANCE OF 178.98 FEET TO A FOUND 5/8-INCH REBAR;
7. N84°25'06"W A DISTANCE OF 95.29 FEET TO A FOUND 5/8-INCH REBAR;
8. N78°41'12"W A DISTANCE OF 146.46 FEET TO A FOUND 5/8-INCH REBAR;
9. N63°15'14"W A DISTANCE OF 81.61 FEET TO A FOUND 5/8-INCH REBAR;
10. N80°51'53"W A DISTANCE OF 107.72 FEET TO A FOUND 5/8-INCH REBAR;
11. N86°24'00"W A DISTANCE OF 184.54 FEET TO A FOUND 5/8-INCH REBAR ON THE NORTH BANK MEANDER LINE OF SAID BOISE RIVER;

THENCE LEAVING SAID NORTH BANK ORDINARY HIGH WATER LINE AND FOLLOWING SAID NORTH BANK MEANDER LINE, N17°50'35"W A DISTANCE OF 92.62 FEET TO A FOUND 5/8-INCH REBAR MARKING THE EASTERLY RIGHT-OF-WAY LINE OF MIDDLETON ROAD;
THENCE LEAVING SAID NORTH BANK MEANDER LINE AND FOLLOWING SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1. 195.10 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,005.37 FEET, A DELTA ANGLE OF 11°07'06", A CHORD BEARING OF N15°33'37"W AND A CHORD DISTANCE OF 194.79 FEET;
2. 102.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,980.08 FEET, A DELTA ANGLE OF 02°58'55", A CHORD BEARING OF N22°39'07"W AND A CHORD DISTANCE OF 102.57 FEET;
3. N24°09'05"W A DISTANCE OF 95.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 31.461 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. THE OWNER CERTIFIES THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF MIDDLETON AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

TYLER HESS, MANAGER
HESS PROPERTIES, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON December 6th 2023,
BY TYLER HESS, AS MANAGER OF HESS PROPERTIES, LLC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 10-6-2028

PATRICK N. BRUTH NOTARY PUBLIC MY COMMISSION EXPIRES 10-6-2028 STATE OF IDAHO COMMISSION NUMBER 20230

SPENCER KOFOED, MANAGER
TRADITION CAPITAL PARTNERS, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON December 6th 2023,
BY SPENCER KOFOED, AS MANAGER OF TRADITION CAPITAL PARTNERS, LLC.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 10-6-2028

PATRICK N. BRUTH NOTARY PUBLIC MY COMMISSION EXPIRES 10-6-2028 STATE OF IDAHO COMMISSION NUMBER 20230

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON STANDARDS FOR THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE EXCEPT FOR THE SETBACKS AND STANDARDS THAT WERE CHANGED BY THE DEVELOPMENT AGREEMENT.
2. DIRECT LOT OR PARCEL ACCESS TO S. MIDDLETON RD. AND E. SAWTOOTH LAKE ST. IS PROHIBITED.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
4. IRRIGATION WATER HAS BEEN PROVIDED FROM MIDDLETON CANAL COMPANIES, WHICH INCLUDE THE MIDDLETON MILL DITCH COMPANY AND THE BLACK CANYON IRRIGATION DISTRICT FOR THE NEWMAN LATERAL. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B), LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE MIDDLETON MILL DITCH COMPANY AND THE BLACK CANYON IRRIGATION DISTRICT FOR THE NEWMAN LATERAL.
5. LOT 5, BLOCK 1, AND LOTS 1 AND 22, BLOCK 2 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE RIVER WALK CROSSING SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES, DRAINAGE AND PRESSURE IRRIGATION.
6. UNLESS OTHERWISE SHOWN, ALL INTERIOR SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR PRESSURE IRRIGATION, LOT DRAINAGE, AND PUBLIC/PRIVATE UTILITIES.
7. UNLESS OTHERWISE SHOWN, ALL REAR LOT LINES AND LOTS ADJOINING A POND EASEMENT CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR PRESSURE IRRIGATION, LOT DRAINAGE AND PUBLIC/PRIVATE UTILITIES. ALL LOT LINES COMMON TO THE PUBLIC RIGHT-OF-WAYS CONTAIN A 10.00 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF DRIVEWAYS AND SIDEWALKS TO EACH LOT.
8. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT THAT IS FILED FOR RECORD AT THE CANYON COUNTY RECORDER'S OFFICE PER INSTRUMENT NO. 2023-019842, AND ANY FUTURE AMENDMENTS.
9. AS SHOWN HEREON, LOTS 1-12, BLOCK 1 ARE SUBJECT TO A PUBLIC ACCESS EASEMENT FOR PEDESTRIAN USE.
10. AS SHOWN HEREON, LOTS 1-12, BLOCK 1, AND LOTS 1-21 AND 23-29, BLOCK 2 ARE SUBJECT TO A HOMEOWNER'S ASSOCIATION IRRIGATION EASEMENT.
11. AS SHOWN HEREON, LOTS 1-21 AND 23-29, BLOCK 2 ARE SUBJECT TO A POND EASEMENT.
12. WATER RIGHT SHALL BE PROVIDED VIA STORM DRAIN BASINS. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE SECTION 31-3805(2), IRRIGATION WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR BY THE DEVELOPER. THIS SUBDIVISION HAS NOT BEEN EXCLUDED FROM THE IRRIGATION DISTRICT, AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS AS STATED IN NOTE 4.
13. AS SHOWN HEREON, LOTS 2-8, 9, 10, 15-18, 21, AND 29, BLOCK 2 ARE SUBJECT TO A PERMANENT STORM WATER RETENTION EASEMENT.
14. ALL ROADWAY STORM WATER SHALL BE COLLECTED AND INFILTRATED WITHIN THE DRAINAGE EASEMENTS LOCATED OVER A PORTION OF LOTS 1-4, 9, 10, 15, 16, 21, 22, AND 29, BLOCK 2. THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
15. LOTS 1 AND 22, BLOCK 2 ARE SUBJECT TO A BLANKET EASEMENT FOR STORM WATER RETENTION.
16. THE HOMEOWNER'S ASSOCIATION (HOA) OWNS AND MANAGES THE COMMON AREAS, WHICH AREAS INCLUDE STORMWATER FACILITIES. A PLAN FOR OPERATION, MAINTENANCE AND REPAIR OF STORMWATER FACILITIES (O&M PLAN) HAS BEEN PREPARED FOR ALL STORMWATER FACILITIES MAINTAINED BY THE HOA. THE O&M PLAN SHALL BE RECORDED WITH THE CC&RS. THE O&M PLAN SHALL BE USED FOR MAINTENANCE AND OPERATION OF THE STORM WATER FACILITIES.
17. ANY FENCES, LANDSCAPING OR OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON OR UTILITY COMPANIES. THE REPLACEMENT COSTS OF SUCH STRUCTURES OR LANDSCAPING WILL BE BORNE BY THE LANDOWNER OR HOA.
18. ALL OF LOTS 1-4, BLOCK 1 ARE SUBJECT TO A CROSS ACCESS EASEMENT PER THIS PLAT.
19. PORTIONS OF THIS SUBDIVISION LIE WITHIN ZONE "AE" AS PER FEMA FIRM PANEL 16027C0253G. ELEVATION CERTIFICATES WILL BE REQUIRED FOR STRUCTURES BEING BUILT ON LOTS WITHIN THE FLOODPLAIN.

RICHARD A. PORTER, OWNER

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON December 6th 2023,
BY RICHARD A. PORTER, OWNER.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES 10-6-2028

PATRICK N. BRUTH NOTARY PUBLIC MY COMMISSION EXPIRES 10-6-2028 STATE OF IDAHO COMMISSION NUMBER 20230

CERTIFICATE OF SURVEYOR

I, KELLY KEHRER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF RIVER WALK CROSSING SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KELLY KEHRER, P.L.S. 16662

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEHRER

DEVELOPER
Hess Properties
CALDWELL, IDAHO

BOOK 58, PAGE 37

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmeng@p.com

JOB NO. 19-053 | SHEET 5 OF 6

PLAT OF

RIVER WALK CROSSING SUBDIVISION No. 1

CERTIFICATE AND APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, IN AND FOR CANYON COUNTY, IDAHO DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE, TITLE 50, CHAPTER 13, RELATING TO PLATS AND SURVEYS.

Dan Hoff PLS 9366
CANYON COUNTY SURVEYOR

5/10/23
DATE

CERTIFICATE AND APPROVAL OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, IDAHO, PER THE REQUIREMENTS OF IDAHO STATE CODE, TITLE 50, CHAPTER 13, SECTION 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THE SUBDIVISION PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Tracie Lloyd by SP
CANYON COUNTY TREASURER

TREASURER'S SEAL OF CANYON COUNTY, IDAHO CORPORATE SEAL

12/19/2023
DATE

CERTIFICATE OF APPROVAL - SOUTHWEST DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF MIDDLETON AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

OFFICER
SOUTHWEST DISTRICT HEALTH DEPARTMENT

02/10/2023
DATE

APPROVAL OF CITY OF MIDDLETON

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE CITY OF MIDDLETON, IDAHO ON THE DAY OF December 6, 2023

MAYOR

APPROVAL OF CITY OF MIDDLETON ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Civil Dynamics PC
CITY OF MIDDLETON ENGINEER
by: Amy Jewsbury, PE

12/11/2023
DATE

PROFESSIONAL LAND SURVEYOR LICENSED 16662 STATE OF IDAHO KELLY KEMMER 2/10/24

DEVELOPER
Hess Properties
CALDWELL, IDAHO

BOOK 52, PAGE 37

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