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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

STELLA'S POINT SUBDIVISION

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF REAL PROPERTY WITHIN THE STELLA'S POINT SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL OWNERS OF SUCH REAL PROPERTY.

THE DECLARANT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DECLARATION SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS DECLARATION WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

TABLE OF CONTENTS

Page

ARTICLE 1 1
RECITALS 1
1.1. Property Covered. 1
1.2. Purpose of Declaration 1
1.3. Residential Development. 1
ARTICLE 2 2
DECLARATION 2
ARTICLE 3 2
DEFINITIONS 2
ARTICLE 4 5
OWNERS' ASSOCIATION 5
4.1. Organization. 5
4.2. Membership 5
4.3. Powers. 5
4.4. Duties. 7
4.5. Manager 9
4.6. Personal Liability. 9
ARTICLE 5 9
OWNERS' ASSOCIATION CONTROL 9
5.1. Control of Affairs of Association. 9
5.2. Voting Rights. 11
ARTICLE 6 11
PROPERTY RIGHTS IN THE COMMON PROPERTIES 11
6.1. Members' Easement of Enjoyment. 11
ARTICLE 7 12
EASEMENTS 12
7.1. Easements of Access. 12
7.2. Drainage and Utility Easements. 13
7.3. General Landscaping 13
7.4. Declarant's Rights Incident to Construction 13
7.5. Emergency Easement 13
7.6. Maintenance Easement. 14
ARTICLE 8 14
COVENANT FOR ASSESSMENTS 14
8.1. Purpose of Assessments. 14

8.2. Regular Assessments. 14
8.3. Special Assessments. 15
8.4. Limited Assessments. 15
8.5. Notice and Assessment Due Date 16
8.6. Reserve Account. 16
8.7. Special Assessments for Capital Improvements. 16
8.8. Effect of Nonpayment of Assessments; Liens; Remedies of the Association. 16
8.9. Exempt Property. 18
8.10. Set Up, Transfer Fee and Initial Regular Assessment. 18
ARTICLE 9 19
ENCROACHMENTS 19
ARTICLE 10 19
DEVELOPMENT STANDARDS 19
10.1. Land and Building Type. 19
10.2. Plat Easements. 19
10.3. Setbacks 20
10.4. Garages; Minimum Square Footage of Living Space 20
10.5. Temporary Structure 20
10.6. Landscaping. 21
10.7. Parking; No Unscreened Boats, Campers or Other Vehicles. 21
10.8. Fences, Hedges and Trees. 22
10.9. Offensive Activities 22
10.10. Business and Commercial Use. 22
10.11. Signs. 22
10.12. No Further Subdivision. 23
10.13. Declarant's Right of Development 23
10.14. Animals. 23
10.15. Construction Completion. 24
10.16 Flagpoles and Basketball Hoops. 24
10.17. Exterior Finish. 24
10.18. Roofing. 25
10.19. Windows 25
10.20. Exterior Elevations. 25
10.21. Trash. 25
10.22. Agricultural Uses. 25
10.23. Mailboxes. 25
10.24. Basements. 26
10.25. Outbuildings. 26
10.26. Construction Time Frame. 26
ARTICLE 11 26

DESIGN REVIEW 26
11.1. Purpose and Authority of ADRC. 26
11.2. Membership: 26
11.3. Approval of Plans by ADRC. 27
11.4. Action. 27
11.5. Procedures. 27
11.6. Construction by Declarant. 27
11.7. Non-Waiver. 27
ARTICLE 12 28
RESERVATION OF WATER RIGHTS BY DECLARANT 28
ARTICLE 13 28
LEGAL COMPLIANCE 28
13.1. General Compliance. 28
ARTICLE 14 28
ENFORCEMENT 28
14.1. Notice and Remedies for Violation. 28
14.2. Interest, Expenses and Attorney Fees. 29
14.3. Non-exclusiveness and Accumulation of Remedies. 29
14.4. Effect of Breach. 29
14.5. Delay and Non-Waiver. 29
14.6. Right of Enforcement. 30
14.7. Violations and Nuisances. 30
14.8. Violations of Law. 30
14.9. Rights Cumulative. 30
ARTICLE 15 30
ANNEXATION OF OTHER PROPERTY 30
15.1. Right of Declarant to Annex Other Properties. 30
15.2. Supplement. 31
15.3. De-Annexation. 31
15.4. Amendment. 31
ARTICLE 16 31
GENERAL PROVISIONS 31
16.1. Severability 31
16.2. Duration and Amendment. 31
16.3. No Right of Reversion. 32
16.4. Rights of Mortgagees Relating to Maintenance. 32
16.5. Loss of Property. 32
16.6. Notices 32
16.7. Assignment. 32
16.8. Conflicting Provisions. 33

16.9. Mortgage Protection. 33
16.10. Owners' Further Acknowledgements. 33

EXHIBIT A — Legal Description
EXHIBIT B — Plat

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STELLA'S POINT SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STELLA'S POINT SUBDIVISION ("Declaration") is made this 15th day of October, 2019, by KNT Investments, LLC, an Idaho limited liability company (hereinafter referred to as "Declarant").

ARTICLE 1

RECITALS

1.1. Property Covered.

The property subject to this Declaration is the property legally described on the attached Exhibit A, and as depicted in the final Plat of the Stella's Point Subdivision No. 1, recorded in the records of Canyon County, Idaho, as Instrument No. 2019-045419 on 9/25, 2019, and attached hereto as Exhibit B, along with any Phases made subject to this Declaration by recorded Supplemental Declarations.

1.2. Purpose of Declaration.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that will apply to the Subdivision and the use of any and all portions of the Subdivision. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Subdivision; to ensure a well-integrated, high quality development, and to guarantee adequate maintenance of the Common Area, including any improvements located thereon, in a cost effective and administratively efficient manner.

1.3. Residential Development.

Stella's Point Subdivision is planned as a residential subdivision that Declarant currently intends to develop in accordance with existing development approvals obtained by Declarant from the City of Nampa or any other development plans for which Declarant may from time to time obtain approval from the City of Nampa. Any development plans for the Real Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Real Property is to be developed or improved.

ARTICLE 2

DECLARATION

Declarant hereby declares that the Subdivision, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms 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 Subdivision, and to enhance the value, desirability and attractiveness of the Subdivision. The terms and Restrictions set forth herein shall run with the land constituting the Subdivision, and with each estate therein, and shall be binding upon any person having or acquiring any right, title or interest in the Subdivision or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each person or Owner having or holding an interest in the Subdivision and such person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any person having or holding an interest in the Subdivision or such person's successors in interest, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

Notwithstanding anything herein to the contrary, until one hundred percent (100%) of all Lots in the Subdivision are transferred by Declarant, no provision of the Declaration shall be construed as to prevent or limit Declarant's right to complete development of Stella's Point Subdivision, including any subdivision or re-subdivision thereof, and to construct improvements thereon, nor Declarant's right to use and maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Real Property, including the Common Area, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE 3

DEFINITIONS

"ADRC" shall mean the Architectural Design Review Committee as described in Articles 10 and 11.

"Articles" shall mean the articles of incorporation of the Association.

"Association" shall mean Stella's Point Subdivision Homeowners Association, Inc., an Idaho nonprofit corporation, or its successors, organized and established by Declarant to exercise the powers and carry out the duties set forth in this Declaration or any Supplemental Declaration.

"Assessments" shall mean those payments required of Owners, as Members, including Regular, Special or Limited Assessments as provided in this Declaration.

"Board of Directors" or **"Board"** shall mean any duly qualified board of directors, or other governing board or individual, if applicable of the Association.

"Bylaws" shall mean the Bylaws of the Association.

"Common Area" shall mean any or all parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members (including personal property, real property and/or improvements located thereon), including without limitation, all parcels that are designated on a recorded Plat or otherwise by Declarant as roads, common area lots, streets, drives, parking areas or drives, common open space, pastures, wildlife habitat, common landscaped areas, storage facilities, recreational facilities and other amenities and facilities. Common Area may be established from time to time by Declarant on any portion of the Real Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Real Property. Common Area may include easement and/or license rights. Common Area includes Lots___, Block___ and any improvements thereto.

"Declarant" shall mean the undersigned, KNT Investments, an Idaho limited liability company, or its successors in interest, or purchaser of undeveloped Lots in the Subdivision to whom Declarant's rights under this Declaration are expressly transferred in accordance with Section 17.7 below.

"Declaration" shall mean this document as may be supplemented from time to time with a Supplemental Declaration, and shall include any amendment or restatement of this Declaration where the context requires.

"Director" or **"Directors"** shall mean members of the Board.

"Lot" of **"Lots"** shall mean any Lot (or collection of Lots) within any Phase of Stella's Point Subdivision as specified or shown on a Plat or by Supplemental Declaration but excluding any Common Area. Each Lot is intended to be used for residential purposes and subject to the terms and conditions set forth herein.

"Member" shall mean an Owner holding a membership of the Association, including Declarant.

"Owner" shall mean the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and the Owner's successors, heirs and assigns. Where any Lot is the subject of an installment contract of sale, the vendee under the contract shall be considered the Owner.

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

"Plat" shall mean any subdivision plat covering any portion of the Real Property as recorded in the Canyon County, Idaho Recorder's Office, particularly including but not limited to

that certain Plat for Stella's Point Subdivision No. 1, attached as Exhibit B, recorded in the records of Canyon County, Idaho, as amended and supplemented from time to time.

"Project Documents" shall mean the basic documents creating and governing the Real Property including, without limitation, this Declaration, any Supplemental Declaration, the Articles, the Bylaws, Design Guidelines and any procedures, rules, regulations or policies adopted under such documents by the Association, the Board or the ADRC.

"Residence" shall mean that portion or 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.

"Structure" shall mean the broadest legal definition attributable to the term "structure." For purposes of construction, the term "Structure" shall mean, but not be limited to the 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.

"Subdivision" or **"Stella's Point Subdivision"** or **"Real Property"** shall mean the property legally described in Exhibit A subject to this Declaration and any property subject to this Declaration by recorded Supplemental Declarations, including without limitation, each Lot, parcel and portion thereof and interest therein.

"Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that may be adopted by Declarant with respect to any Phase or any portion of the Real Property or any property annexed and subject to this Declaration, as provided further herein.

"Water Rights" shall mean 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 Real 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 Real Property as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Real Property.

ARTICLE 4

OWNERS' ASSOCIATION

4.1. Organization.

Declarant shall organize the Association as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Voluntary dissolution of the Association is prohibited without the approval of the City of Nampa. The Project Documents, as adopted and duly amended shall be deemed covenants running with the ownership of the Lots, and shall be binding upon the Owners as if recited verbatim herein. The Association shall be governed by a Board of Directors elected in the manner set forth in the Bylaws. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Declarant grants the Association a revocable, non-exclusive license to use the name "Stella's Point Subdivision" for the sole purpose of identifying the Association.

4.2. Membership.

The Members of the Association shall be all Owners. No Owner, except Declarant, shall have more than one membership or vote in the Association. Membership shall be appurtenant to and may not be transferred, pledged assigned, alienated or otherwise separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each lessee, renter, or other occupant of a Lot not eligible for membership shall be subject to all obligations and responsibilities of membership with respect to the Project Documents, but shall not, at any time, be entitled to vote on any matter affecting the Association.

4.3. Powers.

The Association shall have all the powers of a non-profit corporation organized under the applicable provisions of the Idaho Code subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority 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 the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, including water rights received from Declarant, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

4.3.1 Assessments. The Association shall have the power to levy Assessments and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner of any portion of the Real Property to cover the operation and maintenance costs of the Common Area.

4.3.2 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration, and the Association shall have the full right, power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or

Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof

4.3.3 Delegation of Powers. The Association shall have the authority to delegate any of its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any 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 any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the Class B Member Termination Date.

4.3.4 Association Rules. The Association shall have the power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate. The Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws and/or any design guidelines of the ADRC, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws or any design guidelines of the ADRC to the extent, but only to the extent, of any such inconsistency.

4.3.5 Improvements Within Public Right-of-Way. The Association shall have the power to maintain, improve, operate, repair and replace any facilities and improvements, including, without limitation, Common Area, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to any Plat, or any license, easement or other agreement.

4.3.6 Emergency Powers. The Association shall have the power to enter upon any portion of the Real 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.

4.3.7 Licenses, Easements and Rights-of-Way. The Association shall have 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 same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

4.3.7.1 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;

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

4.3.7.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

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

4.3.9 Other. The Association shall have such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Declarant that the Association have broad power and authority consistent with the Project Documents and applicable law.

4.4. Duties.

In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

4.4.1 Operation and Maintenance of 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, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

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

4.4.3 Maintenance of Berms and Retaining Walls. Maintain any berms, retaining walls, and water amenities within and abutting any Common Area.

4.4.4 Improvements in the Public Right-of-Way. Maintain, improve, operate, repair and replace the facilities and improvements described in Section 4.3.5.

4.4.5 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association and/or any 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 and/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.

4.4.6 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 to own and/or manage for the benefit of the Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise.

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

4.4.8 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, and to the extent possible to obtain, including, without limitation the following policies of insurance:

4.4.8.1 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;

4.4.8.2 Comprehensive public liability insurance insuring the Board, the Association, Declarant, and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage as adjusted by the Board from time to time;

4.4.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000) as adjusted by the Board from time to time;

4.4.8.5 Such other insurance, including motor vehicle insurance and worker'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;

4.4.8.6 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; and

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

4.4.9 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 Project Documents and any and all laws, ordinances, rules and regulations of Canyon County also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

4.5. Manager.

The Association may employ or contract for the services of a professional manager or management company ("Manager"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section.

4.6. Personal Liability.

No Member of the Board, or member of any committee of the Association, or any officer of the Association or 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 officer, committee, or other representative or employee of the Association, Declarant or the ADRC, 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.

ARTICLE 5

OWNERS' ASSOCIATION CONTROL

5.1. Control of Affairs of Association.

The Declarant shall appoint the Board and control the Association until administrative responsibility for the Subdivision is turned over to the Owners. On the date that is not later than ninety (90) days after the Class B Member Termination Date (defined below), Declarant shall call

a meeting and at such meeting shall turn over administrative responsibility for the Subdivision to the Owners. At the meeting, the Declarant shall deliver to the Association:

5.1.1 The original or a photocopy of the recorded Declaration and copies of the Bylaws and the Articles of Incorporation of Stella's Point Subdivision Homeowners Association, Inc. and any supplements and amendments to the Articles or Bylaws;

5.1.2 The minute books, including all minutes, and other books and records of the Association and the Board of Directors;

5.1.3 All rules and regulations adopted by the Declarant;

5.1.4 Resignations of officers and members of the Board of Directors who are concurrently resigning;

5.1.5 Records of all property tax payments for the Common Area to be administered by the Association;

5.1.6 Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns;

5.1.7 A copy of the following, if available:

5.1.7.1 The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

5.1.7.2 The original specifications, indicating all subsequent material changes;

5.1.7.3 The plans for underground site service, site grading, drainage and landscaping together with cable television drawings; and

5.1.7.4 A list of any general contractor and the electrical, heating and plumbing subcontractors responsible for construction or installation of any improvements on the Common Area;

5.1.8 Insurance policies;

5.1.9 Copies of any occupancy permits issued for the Subdivision;

5.1.10 A list of any written warranties on the Common Area that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;

5.1.11 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

5.1.12 Any other contracts to which the Association is a party.

Declarant shall have full control of the Association by means of its Class B voting rights until those rights end and Declarant turns over control to the Owners by the election of a new Board of Directors in the manner prescribed in the Bylaws.

5.2. Voting Rights.

The Association shall have two classes of voting memberships:

5.2.1 Class A Members. The "Class A Members" shall be all Owners of Lots, with the exception of the Declarant (as defined in the Declaration) for so long as Declarant is the Class B Member. Until the Class B Member Termination Date (defined below), the Class A Members shall not be entitled to vote upon any matter. Upon the Class B Member Termination Date, Class A Members shall be entitled to one (1) vote (fractional votes are not allowed) for each Lot owned by each such Class A Member. When more than one (1) person holds an interest in any Lot, all such persons shall be Class A Members and the vote for such Lot shall be exercised as they among them determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Upon the Class B Member Termination Date, Declarant shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by the Declarant.

5.2.2 Class B Member. The "Class B Members" shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Lot owned. The Declarant (and its successors in title to whom the Declarant has granted the Class B voting rights, as provided above) may act by and through its designated representative (hereinafter "Declarant's Delegate"). The Class B Members shall be the only voting Members of the Association entitled to one (1) vote for each Lot owned until the Class B Member Termination Date. Upon the latest to occur of the following events, the Class B membership and Class B voting rights shall be converted to Class A membership: (1) the date upon which the Declarant (and its successors in title to whom the Declarant has granted the Class B voting rights, as provided above) no longer owns any property or Lot within the Subdivision; (2) the date Declarant (and its successors in title to whom the Declarant has granted the Class B voting rights, as provided above) informs the Board in writing that it no longer wishes to exercise its rights as the Class B Member hereunder; or (3) December 31, 2039. Such date shall be the **"Class B Member Termination Date." Until the Class B Member Termination Date, no Class A Member shall have any voting rights in the Association.**

ARTICLE 6

PROPERTY RIGHTS IN THE COMMON PROPERTIES

6.1. Members' Easement of Enjoyment.

The Declarant has conveyed or will convey the Common Area to the Association. Every Member shall have an easement for the use, protection, and maintenance of the Common Area.

Such easements for the Common Area shall be appurtenant to and shall pass with the title to every Lot; subject, however, to the following limitations:

6.1.1 The right of the Association, acting by and through its Board, to grant easements for public utilities or for other public purposes consistent with the intended use of the Common Area. Such action shall be preceded by written notice of the action to every Class A Member not less than ten (10) nor more than ninety (90) days prior to such action.

6.1.2 The right of the Association to sell, convey or subject to a security interest any portion of the Common Area subject to such conditions as may be agreed to by the Members. No such sale, conveyance or creation of a security interest shall be effective unless an instrument signed by Members comprising no less than two-thirds (2/3) of the total voting power of the Association, if any, has been recorded in the appropriate records of Canyon County, Idaho, agreeing to such sale, conveyance or creation of security interest. Written notice of the proposed action shall be sent to every Member not less than thirty (30) nor more than ninety (90) days prior to such vote.

6.1.3 The right of the Board of Directors of the Association to promulgate reasonable rules and regulations governing protection and maintenance of the Common Area.

6.1.4 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 same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

6.1.4.1 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;

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

6.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

ARTICLE 7

EASEMENTS

7.1. Easements of Access.

Declarant expressly reserves for the benefit of the Real Property and the Association reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, across and upon adjacent Lots and Common Area resulting

from the normal use of adjoining Lots and Common Area, and for necessary maintenance and repair of any improvement thereon, including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Real Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or the Common Area.

7.2. Drainage and Utility Easements.

The Owners of Lots are hereby restricted and enjoined from constructing or altering 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 its intended purpose; provided, however that any Owner, Association, or the Declarant owning a Lot upon which such easement is located, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the ADRC, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Any damage sustained to such improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where improvements were so damaged, or in the event the easement area where improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefore.

7.3. General Landscaping.

An easement is hereby reserved to the Declarant and the Association, its contractors, employees, and agents, to enter those portions of 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 landscaping activities within the Real Property as the Association shall determine to be necessary from time to time.

7.4. Declarant's Rights Incident to Construction.

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 Real 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 on that portion of the Real Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

7.5. Emergency Easement.

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

7.6. Maintenance Easement.

An easement is hereby reserved to Declarant, which may be granted to the Association, and any member of its Board, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, 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 as required by the Project Documents.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. Purpose of Assessments.

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 Common Area and other property designated by the Board of Directors of the Association. Such purposes 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 the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. All drainage areas, waterways and similar portions of the Real Property shall be maintained in accordance with sound hydrological principles. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

8.2. Regular Assessments.

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

8.2.1 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 fulfilling its duties set forth in Article IV above, and the construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all improvements located on such areas owned and/or managed and maintained by the Association (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of the Association, are collectively referred to herein as the "Expenses."

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Real Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments by the Association 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.

8.2.2.1 Amounts paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. With respect to the Regular Assessments to be paid by any particular Owner for any given fiscal year, each Owner, except for the Declarant, shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Real Property.

8.3. Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Real Property 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.

8.3.2 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.

8.4. Limited Assessments.

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

8.5. 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 Lot subject thereto, and to any person in possession of such Lot by the Association. 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. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the date due. There may accrue, at the Board's discretion, 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 twenty (20) days may accrue, at the Board's discretion, interest at the rate of eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's 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 be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

8.6. Reserve Account.

The Association may, but is not required to, 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. Any reserve account established under this Section shall be funded by separate reserve assessments against the Lots in such amount as the Owners may approve as a part of the annual Association budget. Any reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Owners of Lots.

8.7. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Board of Directors 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. This Section shall not prohibit the Board from authorizing capital expenditures for replacement, repairs or improvements from funds generated by regular assessments.

8.8. Effect of Nonpayment of Assessments; Liens; Remedies of the Association.

8.8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, 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 and costs, including the costs and expenses for any lien or lien releases, 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 this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.8.2 Assessment Liens.

8.8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the rate of twelve percent (12%) per annum, and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including without limitation, reasonable attorneys' fees and or any fee charged by a trustee for conducting a foreclosure sale pursuant to any lien that is foreclosed upon, or any fee for title report, or other fees associated with a foreclosure. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recordation of a notice of assessment 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 assessment except for tax liens for real property taxes on any Lot and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.8.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, upon approval of the Board, a member of the Board may cause a notice of assessment to be recorded in the office of the Canyon County Recorder. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof The Association may demand and receive the cost of preparing and recording such release before recording the same.

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

8.8.2.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner (at the address of such Owner's Lot) described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Canyon County Recorder's Office.

8.8.2.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall be subordinate to 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 Lot prior to the recordation of a claim of lien for the Assessments. The sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.9. Exempt Property.

The following property which is subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; and (b) all unimproved Lots owned by Declarant, and (c) any finished Lot owned by Declarant.

8.10. Set Up, Transfer Fee and Initial Regular Assessment.

Assessments shall commence as to each Lot upon the closing of the first sale of such Lot from Declarant, or as to the remaining Lots owned by Declarant, when such Lots are no longer offered for sale to the general public. At each such closing, the Owner thereof shall pay a setup fee in the amount of Two Hundred Fifty Dollars ($250.00) and also such portion of the existing Regular Assessment, pro-rated for the remainder of the calendar year. These initial Assessments shall be paid to the Declarant to reimburse the Declarant the setup costs and the maintenance of the Common Area and related facilities and other Association costs incurred or to be incurred by the Declarant prior to the Class B Termination Date. The pro rata portion of the Regular Assessment will be paid to the Declarant for each closing that occurs prior to the Class B Termination Date and only be paid to the Association if the Association has conducted its first annual meeting, elected a Board of Directors and assumed the obligations and expenses of the Association. The Declarant shall have the exclusive use of the assessments for the purposes of discharging the duties and obligations of the Association until the Class B Termination Date. For each Lot that has been sold to a builder who subsequently conveys the Lot to a homeowner; or for each Lot that is purchased from the Declarant by a homeowner, there shall be assessed against such Lot a transfer fee in the sum of One Hundred Fifty Dollars ($150.00), which fee shall be utilized by the Declarant to cover any management fee incurred in connection with the management of the affairs of the Association. The Association, upon its first meeting, shall initiate Assessments in accordance with this Declaration without regard to or an accounting of the initial deposits or other Assessments previously paid to the Declarant.

ARTICLE 9

ENCROACHMENTS

If any portion of a Residence or other Structure now or hereafter constructed upon any Lot encroaches upon any part of the Common Area or upon a Lot or Lots used or designated for use by an Owner of another Lot, such Residence or other Structure shall promptly be removed by its Owner.

ARTICLE 10

DEVELOPMENT STANDARDS

10.1. Land and Building Type.

No Lot shall be used except for single family residential purposes. No Lot shall be subdivided or partitioned. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, with a garage, and a storage building, detached shop, or shed, if desired, as permitted by this Declaration and as approved by the ADRC. Any such storage building, detached, shop, or shed must be set back at least five (5) feet from all Lot lines, be built or placed on blocks or skid mounted, and the design, roof, colors, and construction materials must match the family dwelling. Before construction of any such exterior building may commence, all plans, specs, and color selections must comply with the DESIGN GUIDELINES and be submitted to the ADRC and/or Board for approval. This Declaration is not intended to serve as authority for the ADRC to control the interior layout or design of residential Structures except to the extent necessitated by use, size and height restrictions. The Declaration is intended to serve as authority for the ADRC or its designate to use its judgment to see that all Structures and improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, location on the Real 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 ADRC (the "Design Guidelines"). Plans and specifications shall be submitted to the Board for approval prior to the commencement of construction or earthwork. Plan and specification approval shall not be unreasonably withheld nor conditioned with respect to the construction of a Residence on a Lot in accordance with this Declaration. 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.

10.2. Plat Easements.

The easements shown on the Plat shall be permanent and shall benefit and burden the Real Property as indicated on the Plat. Such easements shall run under, over, and across the Real Property as shown on the Plat, for the purposes indicated upon the Plat. The public and private utility easements shown on the Plat shall be for the purpose of erecting, installing, constructing, maintaining and operating sewers and drainage and irrigating systems, and pipe, wires, cables and conduits for lighting, heating, power, telephone and any other method of conducting and

performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Real Property. Within these easements, no Structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel or facilities in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. However, with prior written approval by the Board, an Owner may place removable Structures or place surface coverings such as asphalt or concrete on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area, if the Owner agrees to remove same at Owner's expense whenever it is necessary to have access to the surface or sub-surface property within the easement for the purpose specified herein. Any utility facilities shall be maintained, repaired and replaced solely by the benefited party who placed them in the easement area except to the extent they are damaged through the fault of an Owner.

10.3. Setbacks.

No building or other structure (exclusive of fences and similar structures approved by the ADRC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Nampa applicable to the Real Property except as may be modified by a conditional use permit issued by the City of Nampa, (ii) the ADRC Design Guidelines or approval, or (iii) this Declaration, whichever requires the greater distance. The ADRC shall have the right to stagger setbacks of the Lot in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line. The front (and side, for corner Lots) lot lines may be located into the sidewalk.

10.4. Garages; Minimum Square Footage of Living Space.

Each Residence shall have an attached or detached fully enclosed garage having minimum capacity or square footage as set forth in the ADRC Design Guidelines or otherwise required by the ADRC. No carports will be allowed. The minimum square footage of living area within a Residence shall be at least 1800 square feet and must otherwise comply with the Design Guidelines as approved by the ADRC in its sole and absolute discretion. The square footage of the living area shall be based upon the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage. Any changes to home color, structure, additions, patios, porches, outbuildings or other exterior structures must comply with Design Guidelines and must be approved by ADRC and/or Board. THE OWNER (OR HIS/HER BUILDER) SHOULD REVIEW THE ADRC DESIGN GUIDELINES.

10.5. Temporary Structure.

No Structure of a temporary nature, nor any trailer, shall be used at any time as a Residence, either temporary or permanent. Notwithstanding the foregoing, this Section shall not be deemed to prevent the storage, during the course of construction of a Residence on a Lot, of construction materials and equipment on said Lot as may be necessary for such construction.

10.6. Landscaping.

A landscape plan is required to be submitted to the ADRC for approval. The Owner is required to follow all guidelines set forth for landscaping by the ADRC at all times. All landscaping (including automatic sprinklers) on the front, and side, and back yards of a Lot, along with the rear fencing, must be completed upon substantial completion of construction of a Residence on the Lot, and other required landscaping of a Lot must be completed within ninety (90) days from substantial completion of a Residence. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time, but only to the extent permitted by applicable law, upon written approval of the Board. Landscaping shall also include provisions for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots. The Board and or the ADRC may, from time to time, establish specific requirements related to the types of shrubbery or plants to be located on the Lots. The Owner of each Lot much keep yards and landscaping free from garbage, debris, and junk, and must be weeded regularly. Sod is to remain watered and mowed. Dead or dying trees/bushes/flowers to be removed and replaced to keep up with minimum landscape requirements as set forth in these Declarations, the Design Guidelines or as otherwise established by the Board or the ADRC in its sole and absolute discretion.

10.7. Parking; No Unscreened Boats, Campers or Other Vehicles.

a) No inoperable motor homes, trailers, boats, camper, recreational vehicles, all-terrain vehicles, or other mobile equipment, trailers, implements, unsightly or junk vehicles may be stored anywhere on the Real Property.

b) Operable motor homes, trailers, boats, camper, recreational vehicles, all-terrain vehicles, or other mobile equipment, trailers, implements and vehicles (excluding automobiles) of any kind or nature may only be parked or stored on any Lot if such items are parked inside garages or are fully screened or enclosed from view by a concealing structure, and the ADRC has approved the location and screening/concealment structure for said items. In no event shall any of the foregoing items be allowed to be stored on any portion of any Lot if it is taller than twelve (12) feet or longer than thirty-five (35) feet. If a stored item is taller than the front screening/concealment structure, then the item must be set back at least two (2) feet from the screening/concealment structure for every foot it is taller than the structure.

c) No vehicle shall be parked or stored for a period in excess of seventy-two (72) consecutive hours on any street, Lot or any other portion of the Real Property, including driveways. A minimum of two off-street parking spaces for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. The Owner shall provide sufficient garage space for all automobiles and other vehicles used by the occupants of the Lot, which vehicles shall be kept within the garage other than for temporary purposes. No commercial vehicle, trucks with a capacity in excess of one (1) ton, shall be parked or stored upon any Lot or street within the subdivision.

d) No truck, truck camper, tent, garage, barn, shack or other outbuilding or vehicle shall at any time be used as a residence or living place on any part of Real Property.

10.8. Fences, Hedges and Trees.

Any fence or hedges installed in the front yard or on side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot, shall not exceed four (4) feet in height. Any fence or hedge installed on the remainder of the Lot shall not exceed six (6) feet in height. All other fences, including side yard fencing, must be vinyl solid fencing or view fencing as approved by the ADRC, and shall be a maximum height of six feet. There shall be no wood or chain link fences on any Lot or Common Area. Any fence that faces a street must meet the design criteria established by the Board and/or the ADRC. No building, wall, fence, paving, landscaping or other construction of any type shall be erected or maintained by an Owner so as to trespass or encroach upon any Common Area unless specifically approved by the Board in writing.

The Owner of any Lot, including, without limitation, Declarant or any successor Declarant, shall be obligated to plant, prior to the issuance of a certificate of occupancy for any Residence constructed on a Lot, and maintain in good condition thereafter, all trees or other plantings as may be required by the City of Nampa, the Board or the ADRC. Declarant shall be responsible for such planting and maintenance with respect to all trees and plantings in, on or about the Common Area in the time and manner required by the City of Nampa from time to time. The Owner of each Lot shall provide for the maintenance of all fences, trees, plantings, and landscaping located on such Owner's Lot including, without limitation, all fences on the Lot and all trees, plantings and landscaping located between the sidewalk and the street.

10.9. Offensive Activities.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to other Owners. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. All Garbage and other waste shall be kept in sanitary containers emptied weekly. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with this Declaration and all local, state or Federal requirements.

10.10. Business and Commercial Use.

Except as otherwise provided herein, no trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any Lot, except for (i) one room offices which are not designated by exterior signs and do not create additional vehicle traffic, and (ii) any home builder or Declarant, who is constructing Residences on Lots, or storing construction materials and equipment on said Lots in the normal course of said construction and to use completed homes as sales models as provided herein.

10.11. Signs.

No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than four (4) square feet advertising the Lot for sale. This restriction shall not prohibit the temporary placement of political signs on any Lot by its Owner, or placement of a professionally made sign by Declarant, which complies with local applicable sign

ordinances. This restriction does not apply to signs used by Declarant, builders, realtors or agents during construction and sales of Residences.

10.12. No Further Subdivision.

No Lot may be further subdivided unless expressly approved in writing by the Board or Declarant, so long as Declarant owns a Lot in the Subdivision. Any such further subdivision shall be consistent with all applicable city, county and state laws, rules, regulations and ordinances.

10.13. Declarant's Right of Development.

Nothing contained in this Declaration shall limit the right of Declarant to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on any portion of the Real 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 Real Property. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Real 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 Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to utility companies, the Association, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Real Property. Declarant may use any structures owned or controlled by Declarant on the Real Property as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain Association or ADRC approval of any improvement constructed or placed by Declarant, or its affiliated entities, on any portion of the Real Property. 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 Real Property, by an express written assignment recorded in the Canyon County Recorder's Office.

Each Owner by acceptance of a deed to any Lot or other portion of the Real Property agrees that such Owner shall not object to or oppose any development of any portion of the Real Property, or other property owned by Declarant and annexed to the Real Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Real Property by Declarant to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Real Property, including any subdivision or resubdivision of the Real Property, or to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Real Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing.

10.14. Animals.

No animals, livestock, poultry (except as provided herein) or insects of any kind shall be raised, bred, or kept on any Lot, except chickens, dogs, cats, or other household pets may be kept,

provided that they are not kept, bred, or maintained for any commercial purpose. The number of allowable chickens is six (6). No roosters shall be allowed. The number of allowable household pets are limited to 4 each (no more than 4 dogs and/or 4 cats, or 4 household pets, or any combination thereof, not to exceed a total of four (4)).

10.15. Construction Completion.

Construction of any Residence shall be completed, including painting and exterior finish, within seven (7) months from the commencement of construction. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board. All Lots shall, prior to and after construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. Each Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. All grass shall be cut and mowed at sufficient intervals to comply with the standard of maintenance prevailing in the Subdivision unless otherwise approved in writing by the Board.

10.16 Flagpoles and Basketball Hoops.

One flag pole is allowed on each Lot, but no more than two flags may be flown at any one time. Flag pole height and placement must comply with the Design Guidelines and be approved by the ADRC prior to installation. One basketball hoop is allowed on each Lot, the placement of which must comply with the Design Guidelines and be approved by the ADRC prior to installation.

10.17. Exterior Finish.

The exterior of all Structures on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing Structures and landscaping in the Subdivision. Siding of either hardboard, concrete composite lap or shingle siding, stucco or "drivet" type siding, board and batten may be allowed by the ADRC provided that it is consistent with an overall style and design of the homes in the subdivision, or other material approved by the Board. Stucco board, T-111 type plywood, or other pressed wood sheet, or vinyl lap siding will not be permitted. Exterior colors must comply with the Design Guidelines, be approved in writing by the ADRC in accordance with the provisions of Article 11, and shall include a minimum of two (2) paint colors for the body, trim and accents unless otherwise determined by the ADRC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Structure they adjoin. The Owners of any Lot are responsible for maintaining the exterior paint in good condition. The Owners of any Lot are required to repaint the residence or any structure on the Lot when there are signs of any faded, peeling, or damaged paint. The Association is authorized to provide written notice of an Owners' noncompliance with the paint standards set forth in these Declarations and/or the Design Guidelines, which notice shall provide the Owner with one (1) year to remedy upon receiving notice. Any repainting of a residence on a Lot that results in a change of color requires prior approval from ADRC.

10.18. Roofing.

All Structures shall have roofs constructed of composite shingles with high definition ridges, with a 30 year architectural composition. All roof colors are subject to the approval of the Board and are limited to black, weathered wood, gray and dark brown. Roof color may not be changed without prior written approval of the Board.

10.19. Windows.

All window frames on Residences shall be wood or vinyl. Exterior window wraps are required on all sides of homes.

10.20. Exterior Elevations.

All home exterior elevations, paint colors and stone colors are to be approved by the ADRC.

10.21. Trash.

All garbage, refuse and animal waste shall be properly and promptly cleaned and stored in sanitary containers. so as to be not be visible from the street. All equipment for the storage or disposal of such material, including dumpsters and garbage bins, shall be kept in a clean, neat and sanitary condition and shall be removed from curbside within twenty-four (24) hours of collection service. All such equipment, if stored outside, must be kept and maintained in a manner in which such equipment will not be visible from the street. Owners may store such equipment on the side of a Lot if it is stored in a non-conspicuous manner or is stored in an enclosed structure. All such equipment must obey all applicable laws and ordinances, including nuisance for odors.

10.22. Agricultural Uses.

The Owners have been made aware that the Subject Property has been developed in an agricultural community and that there will continue to be agricultural uses of some of the surrounding properties. The agricultural uses of the surrounding properties, including the use of agricultural machinery, burning and chemical weed control and fertilization, and the raising of livestock, although restricted from the Subject Property are not necessarily restricted from the neighboring properties. This provision specifically puts the Owners on notice of such potential conditions.

10.23. Mailboxes.

All mailboxes shall be constructed or installed on any Lot only if in compliance with the ADRC Design Guidelines. The Owner of the Lot shall be responsible for maintaining, repairing and replacing the mailbox in compliance with ADRC Design Guidelines.

10.24. Basements.

Basements may be approved by the ADRC in its sole discretion and in accordance with the Design Guidelines, except that no basement shall be permitted on any Lot without installation of a sump pump having adequate capacity for the approved depth and square footage.

10.25. Outbuildings.

Outbuildings, separate garages, sheds and shelters may be constructed only simultaneously with or after a Residence has been constructed on the Owners Lot. All such outbuildings shall be constructed only after written approval thereof by the ADRC. All outbuildings shall be constructed of similar or compatible exterior materials with the Residence so as to be aesthetically compatible therewith. All outbuildings constructed on a Lot shall be in compliance with the applicable ordinance of the City of Nampa, Idaho.

10.26. Construction Time Frame.

All construction work on Residences shall be diligently and continuously pursued, and shall be completed within seven (7) months from the date constructed started.

ARTICLE 11

DESIGN REVIEW

11.1. Purpose and Authority of ADRC.

Declarant or the Association shall appoint an architectural design review committee (the "ADRC") to review and approve all plans and specifications for Structures, and to provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property in order to insure the highest possible quality of residential development. The Declarant will act as the ADRC until such time as a majority of the voting power of the Association is controlled by Members other than the Declarant. The approval of any plans and specifications submitted to the ADRC may be withheld not only because of their non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of incompatibility with the design standards for the Subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Subdivision, solar access, and other effects on the enjoyment of other parts of the Subdivision, including without limitation the Common Area, as well as any other factors which the ADRC reasonably determines to be relevant, may be taken into account by the ADRC in determining whether or not to approve any proposed Structure.

11.2. Membership:

Until the Class B Member Termination Date, the ADRC shall consist of as many persons, but not less than three and no more than five, as Declarant may from time to time appoint. Until the Class B Member Termination Date, Declarant may remove any member of the ADRC from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the ADRC. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint

or remove members of the ADRC. In such event, or in the event Declarant fails to appoint an ADRC, the Board of Directors shall assume responsibility for appointment and removal of members of the ADRC, or if it fails to do so, the Board of Directors shall serve as the ADRC. Declarant shall retain the right to appoint members of the ADRC until the earlier of: the date Declarant delegates this right to the Board, or Declarant is no longer the owner of any Lot. No member of the ADRC shall receive any compensation or make any charge for his services in connection with design review and approval.

11.3. Approval of Plans by ADRC.

No Residence, building, garage, or any Structure or improvements of any kind or nature shall be commenced, erected, placed or altered on any Lot by an Owner (except the Declarant) until detailed construction plans and specifications showing the nature, shape, height, materials, colors and location of the proposed improvements shall have been submitted to and approved in writing by the ADRC. All plans and specifications must be submitted to the ADRC at least thirty (30) days prior to the start of construction unless such time period is waived by the ADRC.

11.4. Action.

Except as otherwise provided herein, at least two-thirds (2/3) of the members of the ADRC shall have the power to act on behalf of the ADRC without the necessity of meeting and without the necessity of consulting with the remaining member of the ADRC. The Owner shall also supply any additional information reasonably requested by any member of the ADRC. The ADRC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

11.5. Procedures.

In the event the ADRC fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be complied with fully. The thirty (30) day time period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within thirty (30) days as determined by the date of mailing by the ADRC. Such notice shall be delivered or mailed to the applicant at the address designated by the applicant for such purpose in his application.

11.6. Construction by Declarant.

This Article shall not govern construction of improvements or alterations by Declarant upon portions of the Real Property owned by Declarant. Declarant reserves the right to add improvements not described in this Declaration.

11.7. Non-Waiver.

Except as expressly provided for herein, the failure of the ADRC to enforce any provisions of this Declaration shall not constitute a waiver or negate the legal effect of any such requirement unless notice in writing of such failure to act is provided to the ADRC, they fail to institute measures to obtain compliance within one hundred eighty (180) days of such notice,

and all other legal requirements to constitute waiver or to negate the legal effect of such requirement have occurred.

ARTICLE 12

RESERVATION OF WATER RIGHTS BY DECLARANT

Declarant owns certain Water Rights which are appurtenant to the Real Property. Upon conveyance of a Lot, Declarant shall reserve, and hereby reserves, to itself all of Declarant's right title and interest in and to any and all Water Rights appurtenant to the Real Property, and accordingly, no Owner(s) shall have any right, title, or interest in any of the Water Rights

ARTICLE 13

LEGAL COMPLIANCE

13.1. General Compliance.

The Declarant and all Owners shall comply with all laws, rules and regulations applicable to the development of property in Nampa, Canyon County, Idaho.

ARTICLE 14

ENFORCEMENT

14.1. Notice and Remedies for Violation.

In the event any Owner shall violate any provision of this Declaration, the Bylaws or other rules adopted by the Association, then the Association, acting through and upon affirmative vote of the majority of the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and may (a) notify the Owner in writing that his voting rights and his rights to use the Common Area and facilities thereon are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Section 8.12, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others.

Before the Association takes any of the actions described in (a) - (c) above, the Association shall provide Owner, by personal service or certified mail, with thirty (30) days' notice of said violation, the proposed compliance action, and the opportunity to be heard on the matter. Said notice shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the action to be taken for enforcement. The hearing shall be conducted by the Board of Directors, which shall conduct the hearing in good faith and in a fair and reasonable manner, and the Board of Directors shall not reach a decision regarding appropriate compliance

measures until conclusion of the meeting. If an Owner does not attend this hearing, such Owner shall be deemed to have waived his or her rights for an opportunity to be heard, and the Board of Directors shall proceed with enforcement as set forth herein. Notwithstanding the foregoing, in the event the Owner begins resolving the violation prior to the hearing, no fine shall be imposed as long as the Owner continues to address the violation in good faith until fully resolved.

If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in (c) above, but shall not assess the Owner therefore, pending the hearing or decision on the hearing. All assessed fines shall be paid immediately to the Association and deposited into the Associations' general account.

14.2. Interest, Expenses and Attorney Fees.

Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date thereof until the first annual meeting of Members, twelve percent (12%) per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but not higher than the maximum rate allowed by law, and if no such rate is established by the Members, then the rate shall be twelve percent (12%) per annum. In the event the Declarant, the Association, or any Owner shall bring any suit or action to enforce this Declaration, the prevailing party shall he entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof In addition to being the personal obligation of the Owner, the prevailing party shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

14.3. Non-exclusiveness and Accumulation of Remedies.

An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

14.4. Effect of Breach.

The breach of any of the covenants, conditions, or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

14.5. Delay and Non-Waiver.

No delay or omission on the part of Declarant, the Association, or the Owners of other Lots in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or

acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by any one whatsoever against Declarant and no right of action except specific performance shall accrue nor shall any other right of action be brought or maintained by anyone whatsoever against the Association on account of their failure to bring any action on account of any breach of these covenants, conditions or restrictions, or for imposing restrictions herein which may be unenforceable by Declarant or the Association.

14.6. Right of Enforcement.

Except as otherwise provided herein, any Owner, Association or Declarant shall have the right to enforce the provisions hereby against any portion of the Real Property and against the Owners thereof

14.7. Violations and Nuisances.

The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association or any Owner for recovery of damages or for negative or affirmative relief or both.

14.8. Violations of Law.

Any violation of any State, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any portion of the Real Property is hereby declared to be a violation of this Declaration and subject to any and all enforcement procedures set forth in this Declaration.

14.9. Rights Cumulative.

Each remedy provided for herein is cumulative and not exclusive.

ARTICLE 15

ANNEXATION OF OTHER PROPERTY

15.1. Right of Declarant to Annex Other Properties.

Declarant reserves the right to annex any abutting, adjoining or contiguous real property into the Subdivision. Such annexation shall be accomplished by filing a Supplemental Declaration in the records of Canyon County, Idaho, describing the property to be annexed (the "Annexed Property") 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. Such Supplemental Declaration shall not require the consent of voting members, but shall require the consent of the owner of such property, if other than Declarant; provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Declaration to annex additional real property to the Real Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts any such annexation shall be effective upon the recording of such Supplemental Declaration.

15.2. Supplement.

The additions authorized by the provisions of this Article shall be made by recording in the Canyon County Recorder's office a Supplemental Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the Annexed Property and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant. In addition, each supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this Declaration. Upon recording any supplement for Annexed Property, the provisions of this Declaration (except as modified, altered, limited or supplemented in the supplement) shall apply to such Annexed Property as if such Annexed Property had been part of the Real Property upon the effective date of this Declaration.

15.3. De-Annexation.

Declarant may delete all or a portion of the property described on Exhibit A and any Annexed Property from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property being de-annexed, and provided that a notice of de-annexation is filed in the records of Canyon County, Idaho, describing the property to be de-annexed and specifically excepting such property from the terms of this Declaration.

15.4. Amendment.

This Article 16 shall not be amended without the prior consent of the Declarant so long as Declarant owns any portion of the Subdivision.

ARTICLE 16

GENERAL PROVISIONS

16.1. Severability.

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

16.2. Duration and Amendment.

The provisions of this Declaration shall be perpetual, subject only to extinguishment by the holders of such restrictions as provided by law. Until the recordation of the first deed to a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented added to or terminated by Declarant by recordation of a written instrument setting forth such amendment. After the recordation of the first deed to a Lot, any amendment to this Declaration, other than to this Article 17, shall be by an instrument in writing signed by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of seventy-five percent (75%) of the total voting power of the Association, and such amendment shall be effective upon its recordation in the records of Canyon County, Idaho. 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. 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 Real Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

16.3. No Right of Reversion.

Nothing in this Declaration, or in any form of deed which may be used by Declarant, in selling the Subdivision, or any Lot or part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

16.4. Rights of Mortgagees Relating to Maintenance.

At any time that any part of the Common Area, or any other part of the Subdivision, or any Structure, Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association's Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of the Subdivision, then the record owner of any mortgage or trust deed upon any part of the Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgagor of such property as a Member of the Association (to the exclusion of such Owner-Mortgagor) including the right to vote at all regular and special meetings of the Members of the Association for a period of one (1) year following the date of such notice. During said period of time mortgagees shall be given notice of all regular and special meetings of the Association, and the Owner-mortgagor shall receive such notice also and may attend such meeting as an observer. Said notice shall quote this paragraph and shall be sent by certified United States mail, return receipt requested, to the Owner-mortgagor, with a copy by regular mail to the Association at the last-known address of each.

16.5. Loss of Property.

In order to protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the repair or rebuilding of his Residence or other Structure after any loss to it.

16.6. Notices.

Unless otherwise provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last address provided to the Association in writing by the person who appears as Member or Owner on the records of the Association at the time of such mailing.

16.7. Assignment.

If the Declarant conveys its title 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 Declarant shall have all duties, rights, powers and reservations of the Declarant contained in this Declaration upon the acceptance and recording of such conveyance.

16.8. Conflicting Provisions.

In case of any conflict between this Declaration and the Bylaws, this Declaration shall control.

16.9. Mortgage Protection.

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

16.10. Owners' Further Acknowledgements.

By accepting a deed to any Lot contained within the Real Property, each Owner acknowledges and agrees that Owner has read and understands the Project Documents.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this day Of October, 2019.

DECLARANT:

KNT Investments, LLC, an
Idaho limited liability company

By: _____
Name: Donald Newell
Title: Manager

State of IDAHO)
) ss.
County of Ada)

On this 15th day of October, in the year of 2019, before me, the undersigned, a Notary Public for and in said state, personally appeared Donald Newell, known or identified to me, to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

BROOKE BRENNAN
COMMISSION #49037
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/16/2025

Notary Public for Emmett, ID
My commission expires: 1/16/2025

EXHIBIT A

STELLA'S POINT SUBDIVISION No. 1

LEGAL DESCRIPTION

A parcel of land situated in the east half of the southwest quarter of section 30, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:
Beginning at the south quarter corner of Section 30, Township 3 North, Range 2 West, Boise Meridian, thence along the south line of the southwest quarter of said Section 30, N89°53'25"W, 40.12 feet to the centerline of the North Robinson Lateral;
Thence leaving said south line along said centerline the following five (5) courses:
N20°34'00"W, 335.68 feet;
N21°15'05"W, 166.68 feet;
Northwesterly 150.53 feet along the arc of a curve to the left having a radius of 376.00 feet, a Delta angle of 22°56'16", and a long chord which bears N32°43'13"W for a chord distance of 149.52 feet;
N44°11'21"W, 184.55 feet;
Northwesterly 5.78 feet along the arc of a curve to the left having a radius of 65.00 feet, a Delta angle of 5°05'49", and a long chord which bears N46°44'16"W for a chord distance of 5.78 feet;
Thence S1°54'11"E, 731.42 feet to the south line of the southwest quarter of said Section 30;
Thence along said south line N89°53'25"W, 176.40 feet;
Thence leaving said south line N0°22'36"E, 112.92 feet;
Thence N69°46'35"W, 114.19 feet;
Thence N56°09'17"W, 41.18 feet;
Thence N18°35'12"E, 128.89 feet;
Thence N19°42'16"E, 50.00 feet;
Thence Southeasterly 14.52 feet along the arc of a non-tangent curve to the left having a radius of 125.00 feet, a Delta angle of 6°39'14", and a long chord which bears S73°37'08"E for a chord distance of 14.51 feet;
Thence N38°33'10"E, 98.82 feet;
Thence N51°26'50"W, 475.00 feet;
Thence N71°46'14"W, 53.96 feet;
Thence N0°11'45"E, 46.92 feet;
Thence N89°39'00"W, 105.00 feet;
Thence S0°21'00"W, 26.92 feet;
Thence N89°39'00"W, 201.02 feet to the west line of the east half of the southwest quarter of said Section 30;
Thence along said west line N0°20'54"E, 738.60 feet;
Thence leaving said west line S89°39'00"E, 201.05 feet;
Thence S0°21'00"W, 29.94 feet;
Thence S89°39'00"E, 139.98 feet;
Thence S55°23'56"E, 284.22 feet;
Thence S51°26'50"E, 442.30 feet;
Thence S89°54'40"E, 248.48 feet;
Thence S0°05'20"W, 48.34 feet;
Thence S89°54'40"E, 148.08 feet to the east line of the southwest quarter of said Section 30;
Thence along said east line S0°05'20"W, 974.21 feet to the Point of Beginning.
The above described parcel contains 23.15 Acres more or less.

Exhibit A

Land Situated in the State of Idaho, County of Canyon, City of Nampa.

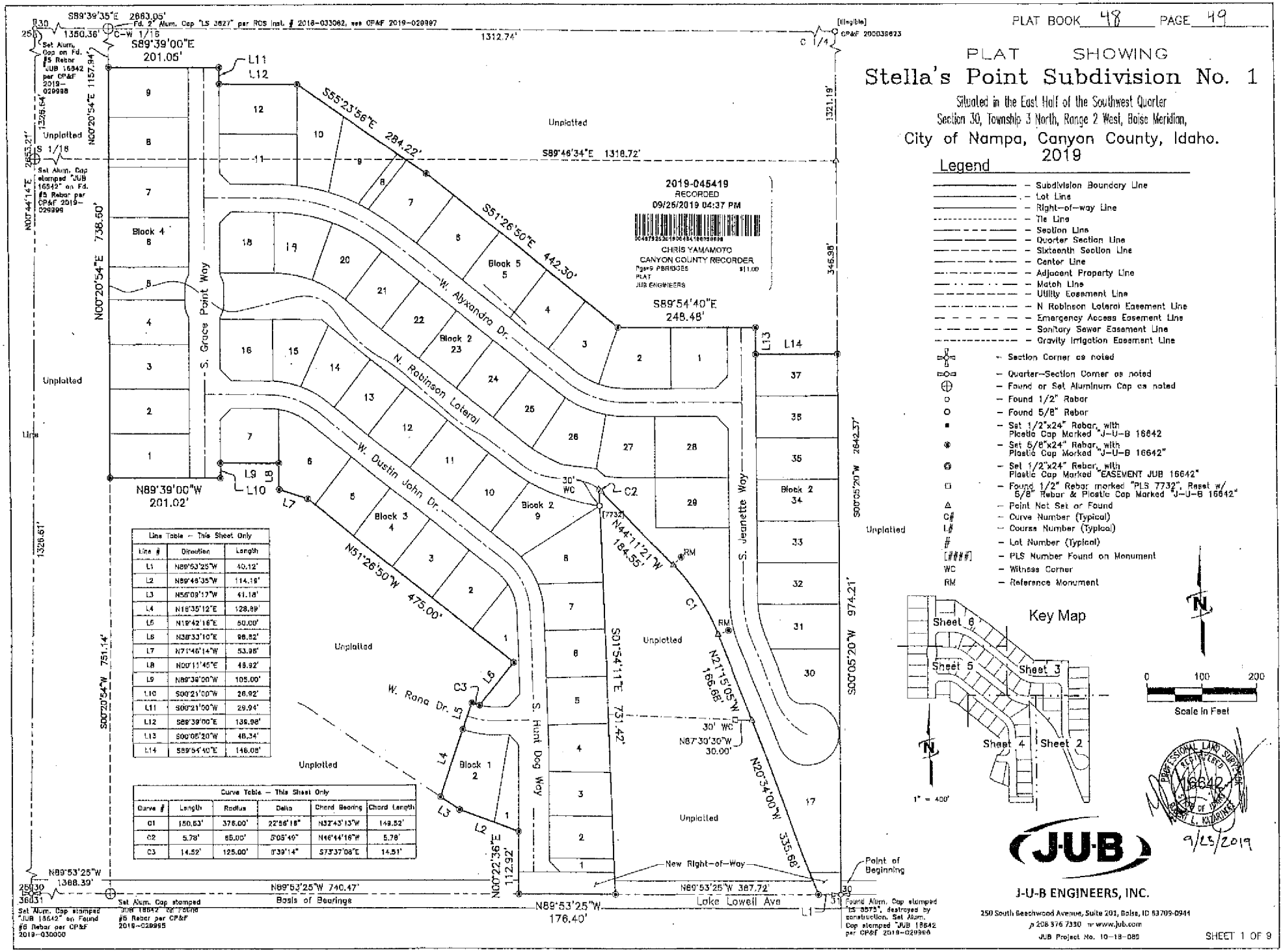
Lots 1, 2 in Block 1, Lots1-37 in Block 2, Lots 1-7 in Block 3, Lots 1-9 in Block 4, Lots 1-12 in Block 5 of Stella's Point Subdivision No. 1, according to the official plat thereof, filed in Book 48 of Plats, page 49, records of Canyon County, Idaho.

EXHIBIT B — Plat

PLAT BOOK 48 PAGE 49

PLAT SHOWING
Stella's Point Subdivision No. 1

Situated in the East Half of the Southwest Quarter
Section 30, Township 3 North, Range 2 West, Boise Meridian,
City of Nampa, Canyon County, Idaho.
2019



Line Table — This Sheet Only		
Line #	Direction	Length
L1	N89°53'25"W	40.12'
L2	N89°46'35"W	114.16'
L3	N56°09'17"W	61.18'
L4	N18°35'12"E	128.89'
L5	N18°42'16"E	50.00'
L6	N38°33'10"E	98.82'
L7	N71°46'14"W	53.96'
L8	N00°11'46"E	48.92'
L9	N89°38'00"W	105.00'
L10	S00°21'00"W	26.92'
L11	S00°21'00"W	29.94'
L12	S89°39'00"E	135.98'
L13	S00°05'20"W	48.34'
L14	S89°54'40"E	146.08'

Curve Table — This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	150.53'	378.00'	22°56'18"	N32°43'13"W	149.52'
C2	5.78'	65.00'	5°05'49"	N46°44'16"W	5.78'
C3	14.52'	125.00'	6°39'14"	S73°37'08"E	14.51'

Legend

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Tie Line
- Section Line
- Quarter Section Line
- Sixteenth Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Utility Easement Line
- N Robinson Lateral Easement Line
- Emergency Access Easement Line
- Sanitary Sewer Easement Line
- Gravity Irrigation Easement Line
- Section Corner as noted
- Quarter-Section Corner as noted
- Found or Set Aluminum Cap as noted
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16842
- Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
- Found 1/2" Rebar marked "PLS 7732", Reset w/ 5/8" Rebar & Plastic Cap Marked "J-U-B 16642"
- Point Not Set or Found
- C# — Curve Number (Typical)
- L# — Course Number (Typical)
- # — Lot Number (Typical)
- [####] — PLS Number Found on Monument
- WC — Witness Corner
- RM — Reference Monument

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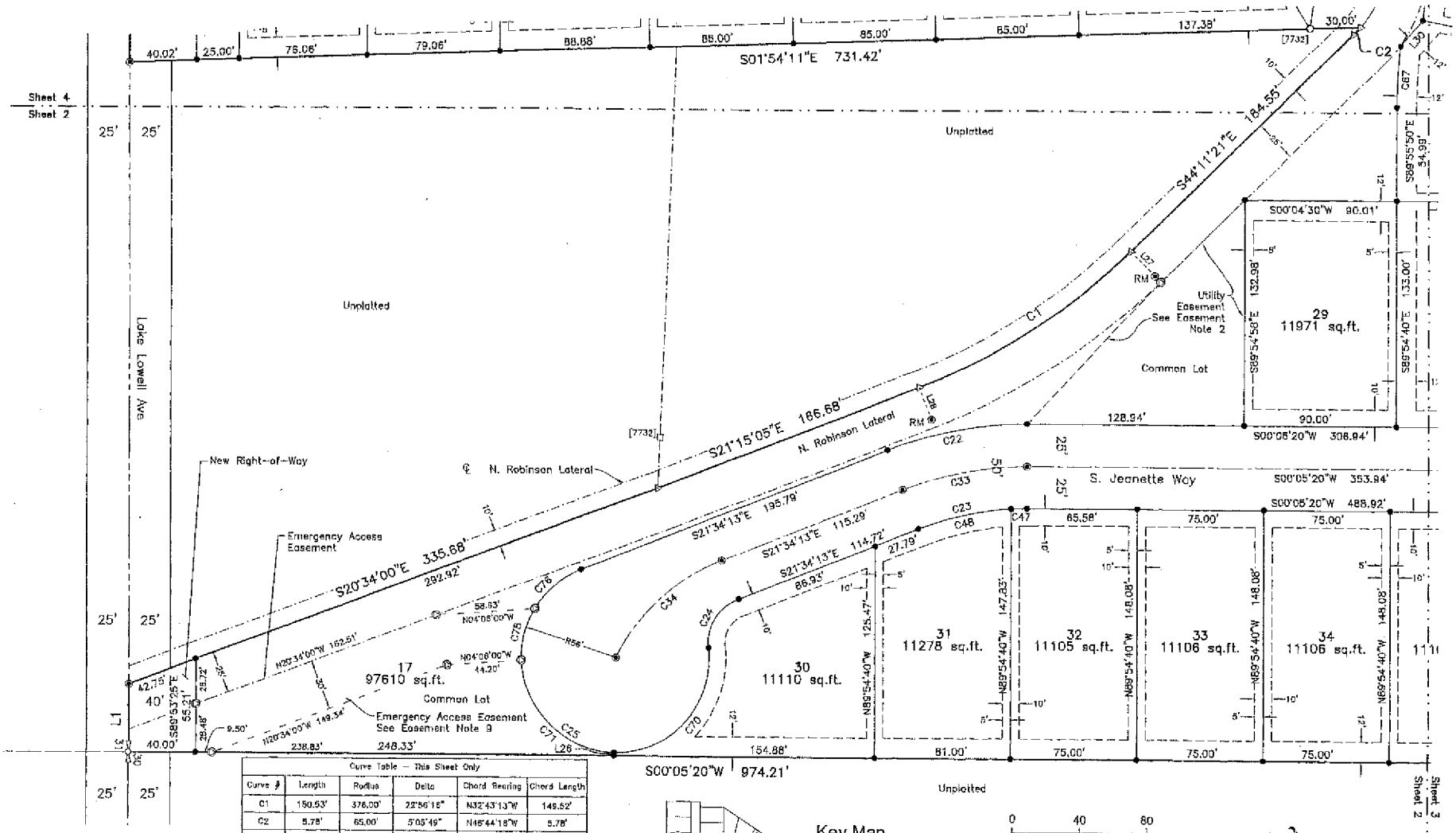
JUB Project No. 10-18-085

PLAT SHOWING

Stella's Point Subdivision No. 1

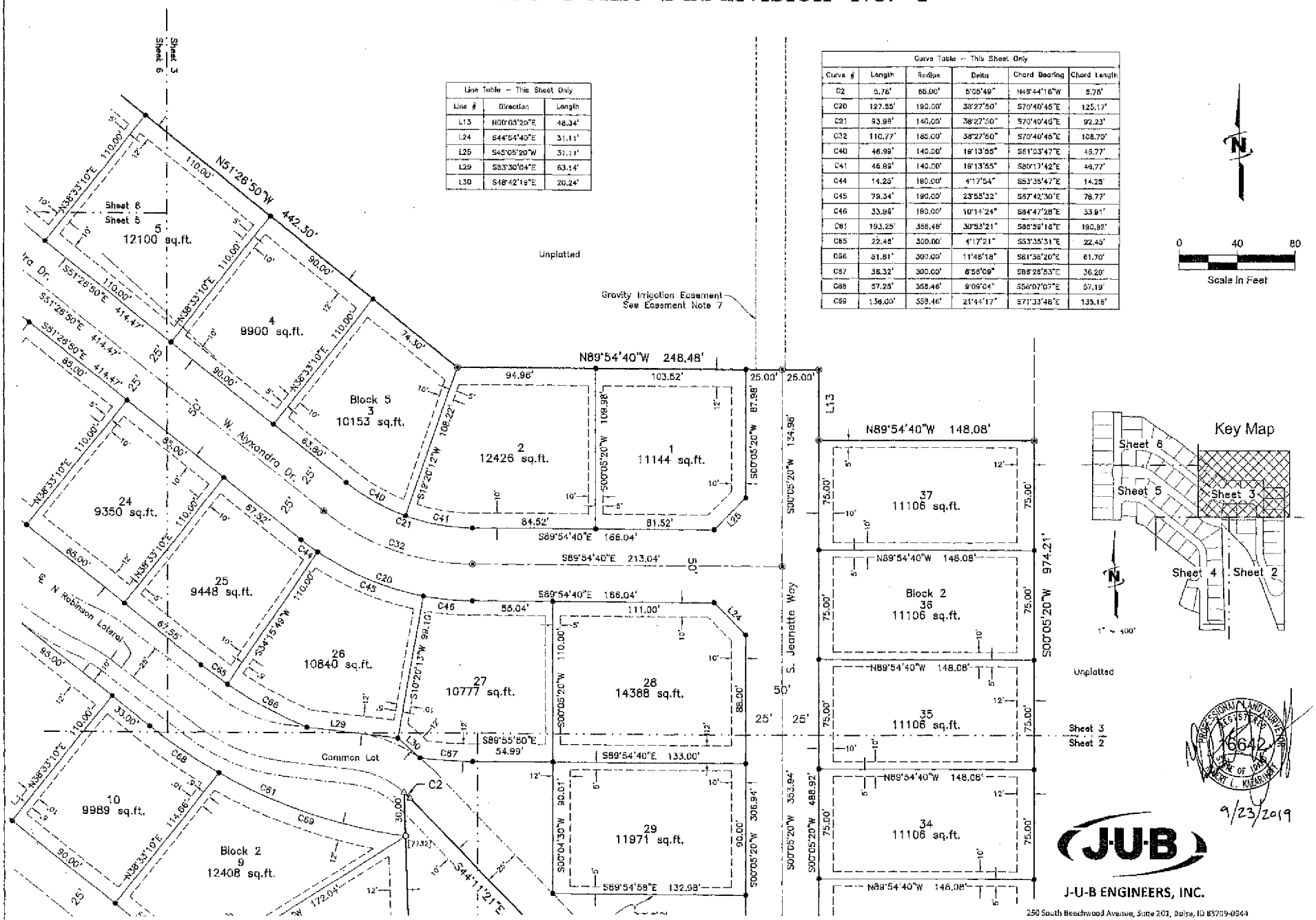
PLAT BOOK 48 PAGE 49


Sheet 4
Sheet 2
Unplatted
Lake Lowell Ave
New Right-of-Way
Emergency Access Easement
℄ N. Robinson Lateral
N. Robinson Lateral
S. Jeanette Way
Common Lot
Emergency Access Easement
See Easement Note 9
Utility Easement
See Easement Note 2
S01°54'11"E 731.42'
S44°11'21"E 184.55'
S21°15'05"E 166.68'
S20°34'00"E 335.68'
292.92'
S21°34'13"E 195.79'
S21°34'13"E 115.29'
S21°34'13"E 114.72'
S21°34'13"E 86.93'
S00°05'20"W 974.21'
S00°05'20"W 488.92'
S00°05'20"W 353.94'
S00°05'20"W 306.84'
S00°04'30"W 90.01'
S89°53'25"E 55.21'
N89°54'40"W 147.83'
N89°54'40"W 148.08'
N89°54'40"W 148.08'
N89°54'40"W 148.08'
N89°54'40"W 135.00'
S89°55'50"E 54.99'
S89°54'50"E 132.98'
S89°54'40"E 135.00'
N20°34'00"W 149.34'
N29°34'00"W 162.51'
N04°06'00"W 44.20'
N04°06'00"W 58.53'
R56'
R175'
R225'
R65'
R55'
R200'
R175'
R65'
R55'
R300'
R355'
R55'
R55'
R175'
R65'
R55'
R55'
R55

PLAT SHOWING

Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49



Line Table – This Sheet Only		
Line #	Direction	Length
L13	N00°05'20"E	48.34'
L24	S44°54'40"E	31.11'
L25	S45°05'20"W	31.11'
L29	S83°30'04"E	63.14'
L30	S48°42'19"E	20.24'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	5.76'	66.00'	5°00'49"	N45°44'16"W	5.76'
C20	127.55'	190.00'	38°27'50"	S70°40'45"E	125.17'
C21	93.98'	140.00'	38°27'50"	S70°40'46"E	92.23'
C32	110.77'	165.00'	38°27'50"	S70°40'46"E	108.70'
C40	46.98'	140.00'	19°13'55"	S61°03'47"E	46.77'
C41	46.98'	140.00'	19°13'55"	S80°17'42"E	46.77'
C44	14.25'	190.00'	4°17'54"	S53°35'47"E	14.25'
C45	78.34'	190.00'	23°55'32"	S67°42'30"E	78.77'
C46	33.86'	190.00'	10°14'24"	S84°47'28"E	33.91'
C61	193.25'	358.46'	30°53'21"	S66°59'16"E	190.92'
C65	22.48'	300.00'	4°17'21"	S53°35'31"E	22.49'
C66	61.81'	300.00'	11°48'18"	S61°36'20"E	61.70'
C67	36.32'	300.00'	6°56'09"	S68°28'53"E	36.29'
C68	57.25'	358.46'	9°09'04"	S56°07'07"E	57.19'
C69	136.00'	358.46'	21°44'17"	S71°33'46"E	135.15'

PROFESSIONAL LAND SURVEYOR
REGISTERED
16642
STATE OF IDAHO
KERRY L. KEARBY
9/23/2019

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PLAT SHOWING

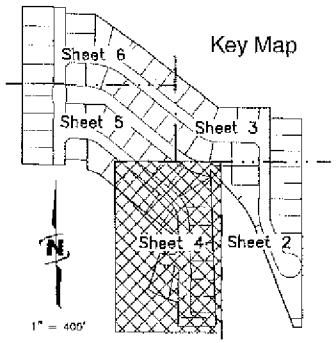
Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	5.78'	65.00'	5°05'49"	N48°44'16"W	5.78'
C3	14.52'	125.00'	6°39'14"	S73°37'08"E	14.51'
C4	86.00'	175.00'	21°36'36"	S81°05'53"E	85.51'
C5	47.15'	125.00'	21°36'40"	S81°05'51"E	46.87'
C6	85.47'	100.00'	49°32'39"	N26°40'30"W	83.80'
C7	129.71'	150.00'	49°32'39"	N26°40'30"W	125.70'
C25	17.45'	300.00'	3°19'58"	S02°02'34"W	17.45'
C27	31.53'	321.98'	5°36'42"	N00°54'10"E	31.52'
C28	56.56'	150.00'	21°36'38"	S81°05'52"E	56.24'
C29	108.09'	125.00'	49°32'39"	N26°40'30"W	104.75'
C52	19.79'	150.00'	7°33'40"	N47°40'00"W	19.78'
C53	59.12'	150.00'	22°34'57"	N32°35'42"W	58.74'
C54	50.79'	150.00'	19°24'03"	N11°38'12"W	50.55'
C57	32.96'	100.00'	18°53'11"	N42°00'14"W	32.81'
C58	53.51'	100.00'	30°39'28"	N17°13'56"W	52.87'
C59	32.63'	124.80'	14°58'49"	S84°25'07"E	32.54'
C61	193.25'	358.46'	30°53'21"	S56°59'16"E	190.92'
C65	22.45'	300.00'	4°17'21"	S53°35'31"E	22.45'
C66	61.81'	300.00'	11°48'18"	S61°38'20"E	61.70'
C67	36.32'	300.00'	6°56'09"	S66°28'53"E	36.29'
C68	57.25'	358.46'	9°09'04"	S56°07'07"E	57.19'
C69	136.00'	358.46'	21°44'17"	S71°33'48"E	135.18'

Line Table – This Sheet Only		
Line #	Direction	Length
L3	N58°09'17"W	41.18'
L5	S19°48'16"W	50.00'
L15	N44°45'25"W	28.22'
L16	S41°20'37"E	25.80'
L17	N88°05'49"E	19.43'
L18	N88°05'48"E	19.43'
L19	S43°06'48"W	31.11'
L29	S83°30'04"E	63.14'
L30	S48°42'19"E	20.24'

Key Map



PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO BRENT L. KAZARIAN

9/25/2019

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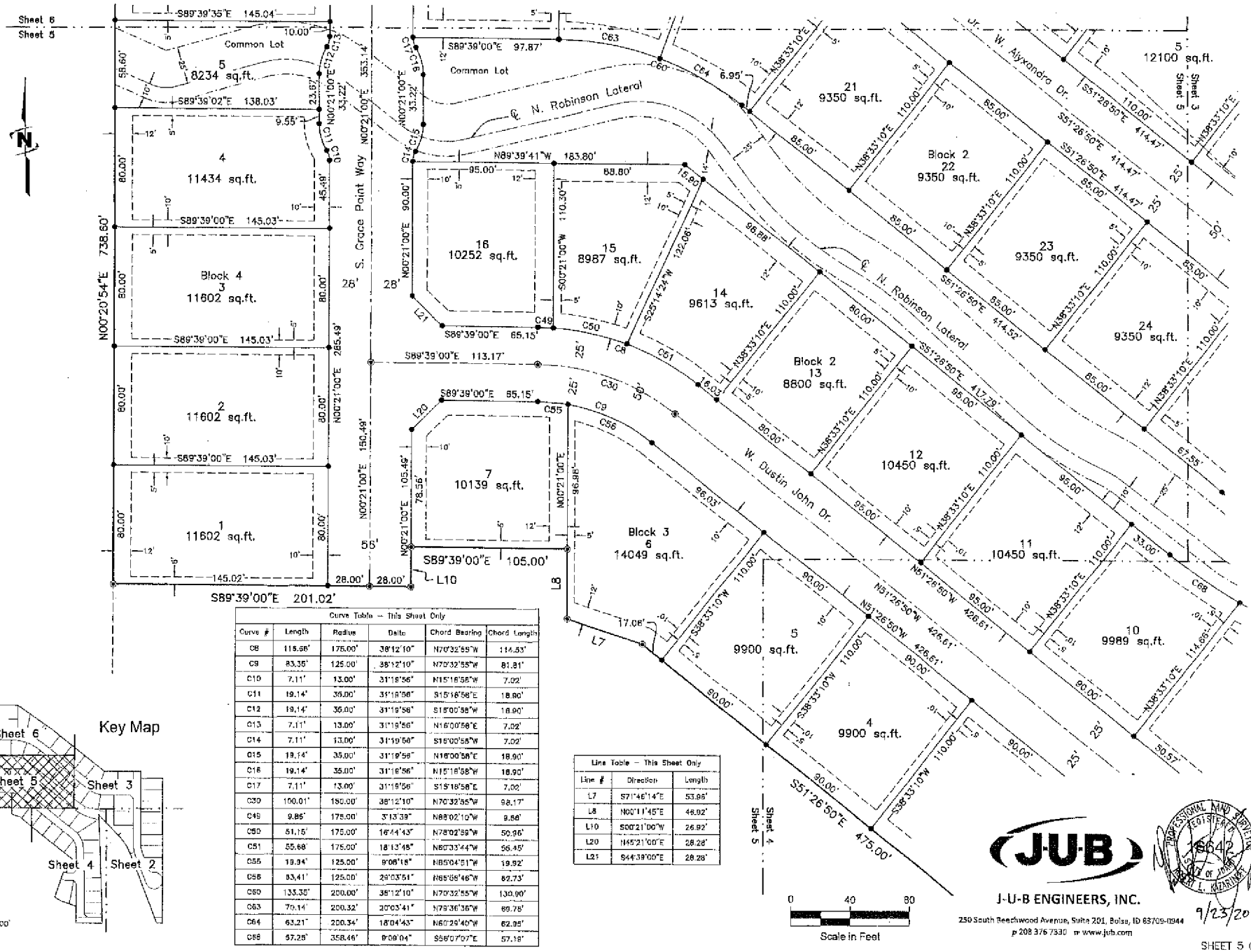
PLAT SHOWING

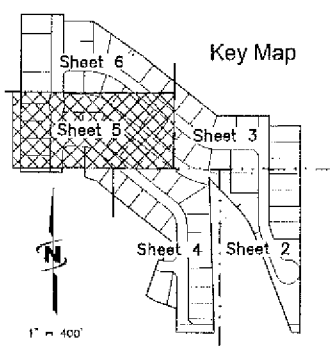
Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49



Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C8	115.68'	175.00'	38°12'10"	N70°32'55"W	114.53'
C9	83.35'	125.00'	38°12'10"	N70°32'55"W	81.81'
C10	7.11'	13.00'	31°19'56"	N15°18'58"W	7.02'
C11	19.14'	35.00'	31°19'56"	S15°18'58"E	18.90'
C12	19.14'	35.00'	31°19'56"	S15°00'58"W	18.90'
C13	7.11'	13.00'	31°19'56"	N16°00'58"E	7.02'
C14	7.11'	13.00'	31°19'56"	S16°00'58"W	7.02'
C15	19.14'	35.00'	31°19'56"	N16°00'58"E	18.90'
C16	19.14'	35.00'	31°19'56"	N15°18'58"W	18.90'
C17	7.11'	13.00'	31°19'56"	S15°18'58"E	7.02'
C30	100.01'	150.00'	38°12'10"	N70°32'55"W	98.17'
C49	9.86'	175.00'	3°13'39"	N88°02'10"W	9.86'
C50	51.15'	175.00'	16°44'43"	N78°02'59"W	50.96'
C51	55.68'	175.00'	18°13'48"	N60°33'44"W	55.45'
C55	19.94'	125.00'	9°08'18"	N85°04'51"W	19.92'
C56	83.41'	125.00'	29°03'51"	N65°58'46"W	82.73'
C60	133.35'	200.00'	38°12'10"	N70°32'55"W	130.90'
C63	70.14'	200.32'	20°03'41"	N79°36'36"W	69.78'
C64	63.21'	200.34'	18°04'43"	N60°29'40"W	62.95'
C68	57.25'	358.46'	9°09'04"	S56°07'07"E	57.19'

Line Table – This Sheet Only		
Line #	Direction	Length
L7	S71°46'14"E	53.96'
L8	N00°11'45"E	46.92'
L10	S00°21'00"W	26.92'
L20	N45°21'00"E	28.28'
L21	S44°39'00"E	28.28'



0 40 80
Scale in Feet

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9/23/2019

PLAT SHOWING

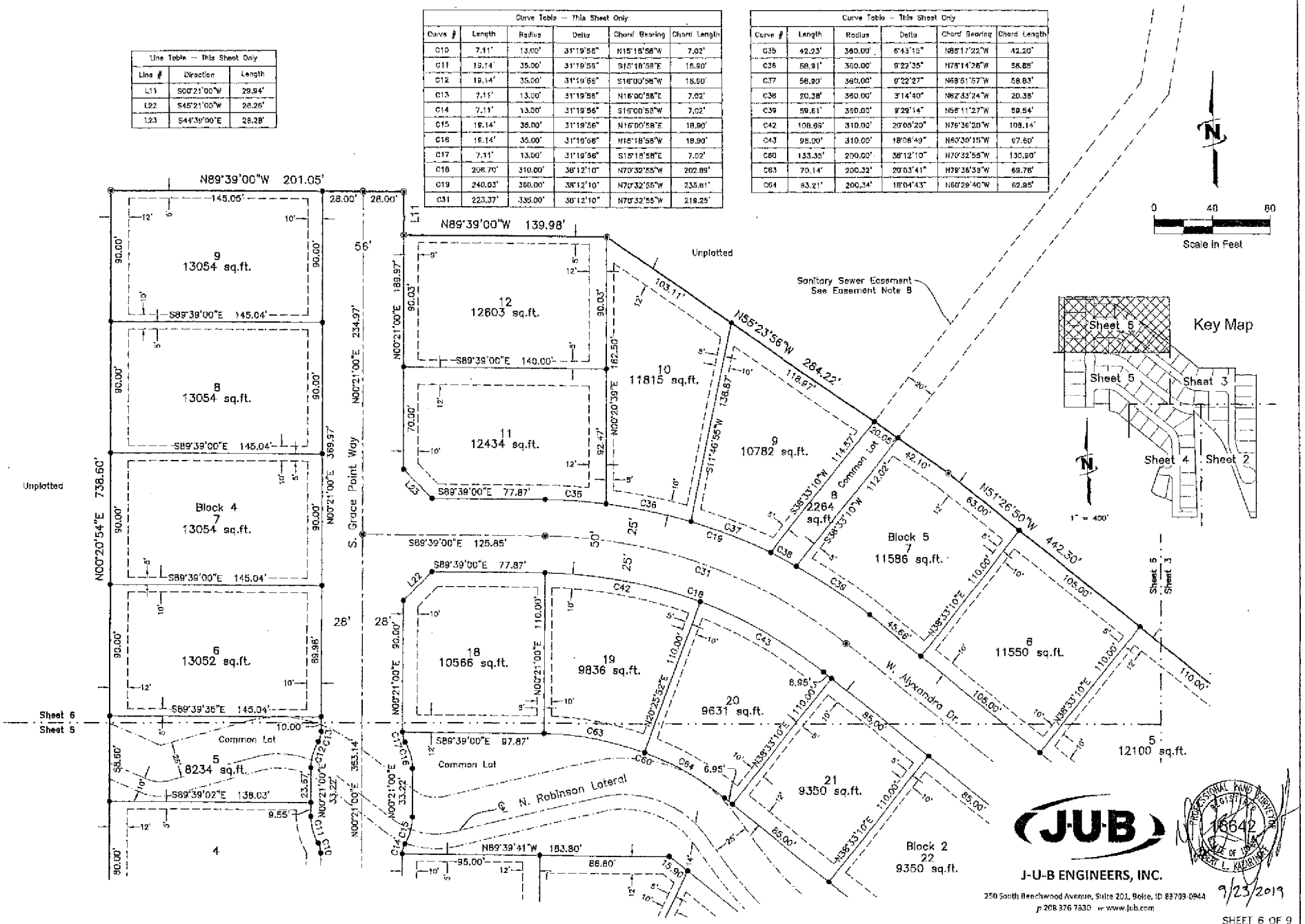
Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49

Line Table — This Sheet Only		
Line #	Direction	Length
L11	S00°21'00"W	29.94'
L22	S45°21'00"W	28.28'
L23	S44°39'00"E	28.28'

Curve Table — This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C10	7.11'	13.00'	31°19'56"	N15°18'58"W	7.02'
C11	19.14'	35.00'	31°19'56"	S15°18'58"E	18.90'
C12	19.14'	35.00'	31°19'56"	S16°00'58"W	18.90'
C13	7.11'	13.00'	31°19'56"	N16°00'58"E	7.02'
C14	7.11'	13.00'	31°19'56"	S15°00'58"W	7.02'
C15	19.14'	35.00'	31°19'56"	N16°00'58"E	18.90'
C16	18.14'	35.00'	31°19'56"	N15°18'58"W	18.90'
C17	7.11'	13.00'	31°19'56"	S15°18'58"E	7.02'
C18	206.70'	310.00'	38°12'10"	N70°32'55"W	202.89'
C19	240.03'	360.00'	38°12'10"	N70°32'55"W	235.61'
C31	223.37'	335.00'	38°12'10"	N70°32'55"W	219.25'

Curve Table — This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C35	42.23'	360.00'	6°43'15"	N85°17'22"W	42.20'
C36	58.91'	360.00'	9°22'35"	N75°14'26"W	58.85'
C37	58.90'	360.00'	9°22'27"	N65°51'57"W	58.83'
C38	20.38'	360.00'	3°14'40"	N62°33'24"W	20.38'
C39	59.61'	350.00'	9°29'14"	N56°11'27"W	59.54'
C42	108.69'	310.00'	20°05'20"	N76°36'20"W	108.14'
C43	98.00'	310.00'	18°06'49"	N60°30'15"W	97.60'
C60	133.35'	200.00'	38°12'10"	N70°32'55"W	130.90'
C63	70.14'	200.32'	20°03'41"	N78°35'38"W	69.78'
C64	63.21'	200.34'	18°04'43"	N60°29'46"W	62.95'



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9/23/2019

PLAT SHOWING

Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49

Notes

1. Lot 1 of Block 1, Lots 1 & 17 of Block 2, Lot 1 of Block 3, Lot 5 of Block 4, and Lot 8 of Block 5 are common lots which shall be owned and maintained by the Stella's Point Homeowners Association.
2. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
3. Minimum building setback lines shall be in accordance with the City of Nampa Zoning Ordinance at the time of issuance of the building permit. All lot, parcel, and tract sizes shall meet dimensional standards as established in the City of Nampa Zoning Ordinance.
4. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
5. Maintenance of any irrigation and drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity.
6. Restrictive covenants will be in effect for this subdivision.
7. Direct lot access to W. Lake Lowell Avenue is prohibited.

Easement Notes

1. Lot 1 of Block 1, Lot 1 of Block 2, Lot 1 of Block 3, and Lot 8 of Block 5 are hereby designated as having a Utility Easement co-situate with said lots (i.e. blanket easement).
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/data; appurtenances thereto; and lot drainage.
3. N. Robinson Lateral easement width is 10' south & west and 25' north & east of the centerline, per Lupe Rodrigues, Realty Specialist, U.S. Department of the Interior Bureau of Reclamation.
5. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
6. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
7. See Instrument No. 2019-032535 for existing gravity irrigation easement.
8. See Instrument No. 2019-032534 for existing sanitary sewer easement.
9. The Emergency Access Easement designated hereon is non-exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the ingress and egress of emergency vehicles; the installation, maintenance, operation, and use of driveways, landscaping and appurtenances thereto.

Reference Documents

Subdivisions: Carriage Hill North Subdivision No. 5
Surveys: 2003-051979, 2005-027918, 2006-083058, 2016-044158 & 2018-033082.
Deeds: 2015-039297, 2018-043237, 2018-043238 & 2018-044231.
Easements (off-site): 2019-032534 & 2019-032535.

PROFESSIONAL LAND SURVEYOR
REGISTERED
18642
STATE OF IDAHO
KENT L. KNARR

9/23/2019

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PLAT SHOWING

Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49

Certificate of Owners

Know all people by these presents: that KNT Investments LLC, an Idaho limited liability company, does hereby certify that it is the owner of that real property to be known as Stella's Point Subdivision No. 1, and that it intends to include said real property, as described below, in this plat:

A parcel of land situated in the east half of the southwest quarter of section 30, Township 3 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Beginning at the south quarter corner of Section 30, Township 3 North, Range 2 West, Boise Meridian, thence along the south line of the southwest quarter of said Section 30, N89°53'25"W, 40.12 feet to the centerline of the North Robinson Lateral;
Thence leaving said south line along said centerline the following five (5) courses:

N20°34'00"W, 335.68 feet;
N21°15'05"W, 166.68 feet;
Northwesterly 150.53 feet along the arc of a curve to the left having a radius of 378.00 feet, a Delta angle of 22°56'16", and a long chord which bears N32°43'13"W for a chord distance of 149.52 feet;
N44°11'21"W, 184.55 feet;
Northwesterly 5.78 feet along the arc of a curve to the left having a radius of 65.00 feet, a Delta angle of 5°05'49", and a long chord which bears N46°44'16"W for a chord distance of 5.78 feet;

Thence S1°54'11"E, 731.42 feet to the south line of the southwest quarter of said Section 30;
Thence along said south line N89°53'25"W, 176.40 feet;
Thence leaving said south line N0°22'36"E, 112.92 feet;
Thence N69°46'35"W, 114.19 feet;
Thence N56°09'17"W, 41.18 feet;
Thence N18°35'12"E, 128.89 feet;
Thence N19°42'16"E, 50.00 feet;
Thence Southeasterly 14.52 feet along the arc of a non-tangent curve to the left having a radius of 125.00 feet, a Delta angle of 6°39'14", and a long chord which bears S73°37'08"E for a chord distance of 14.51 feet;
Thence N38°33'10"E, 98.82 feet;
Thence N51°26'50"W, 475.00 feet;
Thence N71°46'14"W, 53.96 feet;
Thence N0°11'45"E, 46.92 feet;
Thence N89°39'00"W, 105.00 feet;
Thence S0°21'00"W, 26.92 feet;
Thence N89°39'00"W, 201.02 feet to the west line of the east half of the southwest quarter of said Section 30;
Thence along said west line N0°20'54"E, 738.60 feet;
Thence leaving said west line S89°39'00"E, 201.05 feet;
Thence S0°21'00"W, 29.94 feet;
Thence S89°39'00"E, 139.98 feet;
Thence S55°23'56"E, 284.22 feet;
Thence S51°26'50"E, 442.30 feet;
Thence S89°54'40"E, 248.48 feet;
Thence S0°05'20"W, 48.34 feet;
Thence S89°54'40"E, 148.08 feet to the east line of the southwest quarter of said Section 30;
Thence along said east line S0°05'20"W, 974.21 feet to the Point of Beginning.

The above described parcel contains 23.15 Acres more of less.

The public streets shown on this plat are hereby dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Nampa, and the City of Nampa has agreed in writing to serve all lots within the subdivision. Irrigation water has been provided from City of Nampa, in compliance with Idaho Code 31-3805(1)(b). Lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from the City of Nampa..

In witness whereof, I have hereunto set my hand:

Don Newell

Acknowledgment

State of Idaho }
County of Canyon } ss.

On this 30 day of May, in the year 2019, before me, a Notary Public in and for the State of ID, personally appeared Don Newell, known or identified to me to be a Member of KNT Investments LLC, that executed the within instrument and acknowledged to me that KNT Investments LLC executed the same.

Alicia K Moore
Notary public for Idaho
My commission expires 01.25.2025

ALICIA R. MOORE
Comm. No. 20190
NOTARY PUBLIC
STATE OF IDAHO

Certificate of Surveyor

I, Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Stella's Point Subdivision No. 1, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Robert L. Kazarinoff, PLS 16642

PROFESSIONAL LAND SURVEYOR
REGISTERED
5/9/19
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF

J-U-B ENGINEERS, INC.

250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 www.jub.com

PLAT SHOWING

Stella's Point Subdivision No. 1

PLAT BOOK 48 PAGE 49

Approval of 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 Nampa and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfactions of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed, or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then the sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

[signature] REHS 5/31/2019

Southwest District Health Department Date

Approval of Nampa City Planning and Zoning Commission

Accepted and approved this 27th day of November, 2018, by the Planning and Zoning Commission of the City of Nampa, Idaho.

[signature]

Chairman, Nampa Planning and Zoning Commission

[signature]

Secretary, Nampa Planning and Zoning Commission

Approval of Nampa City Engineer

I, the undersigned, City Engineer, in and for the City of Nampa, Canyon County, Idaho, do hereby approve this plat.

[signature] 9-19-19

Nampa City Engineer Date

Approval of Nampa City Council

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at regular meeting of the City Council held on the 3rd day of December 2018 this plat was duly accepted and approved.

[signature] 7-25-2019

Nampa City Clerk Date

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Canyon County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and ~~vacations.~~ SURVEYS.

[signature] 6/14/19

Canyon County Surveyor Date

DAVID R. KINZER PE/PLS 2659

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Tracie Lloyd 9/25/19

Canyon County Treasurer by [initials] Date

TREASURER'S SEAL OF CANYON COUNTY, IDAHO CORPORATE SEAL

PROFESSIONAL LAND SURVEYOR REGISTERED 16642 STATE OF IDAHO ROBERT L. KAZARIAKOFF

5/9/2019

J-U-B

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