

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ARVORY CREST SUBDIVISION**

FEBRUARY 15, 2024

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE ARVORY CREST SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ARVORY CREST SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Arvory Crest Subdivision (this “Declaration”) is made effective February 15, 2024, by AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (“AG”), and LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company (“Lennar”).

Recitals:

A. The Declaration of Covenants, Conditions and Restrictions for Arvory Crest Subdivision was recorded in the official records of Ada County, Idaho on August 31, 2023, as Instrument No. 2023-050607 (as supplemented and amended, the “**Original Declaration**”).

B. The First Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Arvory Crest Subdivision was recorded in the official records of Ada County, Idaho on October 24, 2023, as Instrument No. 2023-060414.

C. Article XI, Section 4 of the Original Declaration provides that the Original Declaration may be amended by an instrument approved in writing by Declarant if Declarant owns one or more Lots.

D. Article XI, Section 4 of the Original Declaration further provides that so long as AG owns any Lot or other portion of the Property or Annexable Property, any amendment to the Original Declaration shall require the prior written approval of AG.

E. Lennar is the Declarant and the owner of more than one Lot. AG is the owner of Annexable Property.

F. Lennar and AG desire to amend and restate the Original Declaration in its entirety as provided in this Declaration to add provisions for duplexes to be constructed on some of the Lots.

Lennar and AG amend, restate, supersede, and completely replace the Original Declaration in its entirety as follows:

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered/Benefit of Declaration. The initial property subject to this Declaration is legally described in the attached Exhibit A, which is made a part hereof (“Property”). The Property is phase 1 of the entire Annexable Property as described in the attached Exhibit B, which is made a part hereof (“Annexable Property”). **It is currently anticipated that additional phases of the Annexable Property will be platted, annexed into the Property, and made subject to this Declaration, in each case with the prior written approval of AG if AG owns all or any part of the Annexable Property to be so platted, annexed and/or made subject to this Declaration. Each Owner, as hereinafter defined, covenants, and agrees that 1) additional phases of the Annexable Property can be platted, annexed into the Property,**

and made subject to this Declaration by Declarant without consent of the Owners, and 2) Owner shall not contest any such platting, annexation and/or subjection to this Declaration.

This Declaration is for the benefit of the Declarant, the Association, AG, any homebuilder to which AG may sell one or more Lots, and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

AG is the owner of the Annexable Property. Lennar has the right to acquire the Annexable Property from AG pursuant to that certain Option Agreement dated October 26, 2021 (the “Option Agreement”), entered into between AG, as Owner, and Lennar, as Builder, as evidenced by that certain Memorandum of Option recorded in the official records of Ada County, Idaho, as Instrument No. 2021-154769.

ARTICLE II: DECLARATION

Lennar and AG declare that the Property, including each Lot, Dwelling Unit, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, 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 Property, and to enhance the value, desirability, and attractiveness thereof.

ARTICLE III: DEFINITIONS

“AG” shall mean AG Essential Housing Multi State 2, LLC, a Delaware limited liability company.

“Annexable Property” shall mean the real property described in Exhibit B.

“Architectural Committee” shall mean the architectural committee of the Association established pursuant to Article XII herein.

“Assessments” shall mean Regular Assessments, Special Assessments, Duplex Assessments, and Limited Assessments.

“Association” shall mean the Arvory Crest Community Association, Inc., its successors and/or assigns.

“Board” shall mean the Board of Directors of the Association.

“Common Lots” shall mean all real property (including the Improvements thereto) owned by the Association. The Common Lots are legally described in the attached Exhibit C, which is made a part hereof.

“Declarant” shall mean and refer to Lennar, its successors and assigns, or any person or entity to whom all of Declarant’s rights reserved hereunder are assigned in accordance with the provisions hereof. The Declarant’s rights shall only be assigned by written, recorded instrument expressly assigning those rights. So long as AG owns any Lot or portion of the Property or any Annexable Property, any assignment of the Declarant’s rights under this Declaration shall require the prior written consent of AG. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, if the Option Agreement is terminated prior to the purchase by Lennar from AG of (i) all of the Property and (ii) all of any portion of the Annexable Property that has not yet been annexed into the Property as evidenced by the recording of a document entitled “Notice of Termination of Option,” AG shall, upon recordation by AG of a document entitled “Notice to Succeed to Declarant Rights,” automatically become the Declarant under this Declaration, in which event all references to “Declarant” shall thereafter mean and refer only to AG or its successors or assigns, and after which event Lennar (or its successors or assigns) shall no longer be the Declarant under this Declaration or be entitled to exercise any of the rights of Declarant; provided, however, that AG shall not be liable to any Member or any other person for any act or omission of Declarant including, without limitation, Declarant’s failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date AG succeeds to Declarant’s rights hereunder, and AG shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date AG succeeds to Declarant’s rights hereunder, and AG is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date AG succeeds to Declarant’s rights hereunder.

“Duplex” shall mean a structure constructed on two adjoining Duplex Lots that contains two Dwelling Units with a common wall constructed on the boundary line separating the two Lots and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

“Duplex Lot” shall mean a Lot located within the Duplex Property.

“Duplex Property” shall mean Lots 1 through 51, Block 2, and Lots 2 through 7, Block 3 of the Property.

“Duplex Assessments” shall mean the cost of maintenance, repair, and replacement for the Duplex Property performed by the Association which is levied against the Duplex Lots by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

“Dwelling Unit” shall mean each single-family residential unit constructed on a Lot.

“House Lot” shall mean a Lot that is not located within the Duplex Property.

“Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping,

streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

“Lennar” shall mean Lennar Homes of Idaho, LLC, a Delaware limited liability company.

“Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for specific maintenance as detailed in this Declaration, any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or occupant of such Owner’s Lot, or the family members, licensees, invitees, agents, contractors or employees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots or Pressurized Irrigation System and/or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

“Lot” shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

“Member” shall mean each Person holding a membership in the Association, including Declarant.

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

“Option Agreement” shall mean the Option Agreement dated October 26, 2021, entered into between AG, and Lennar, as evidenced by that certain Memorandum of Option recorded in the official records of Canyon County, Idaho, as Instrument No. 2021-154769.

“Owner” shall mean the record owner, other than Declarant, AG, and any homebuilder to which AG may sell any Lot or Lots until such time as there are no longer any Class B memberships, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Person(s)” shall mean any individual, partnership, corporation, or other legal entity, including Declarant.

“Plat” shall mean the Arvory Crest Subdivision No. 1 final plat filed in Book 126 of Plats at Pages 20310 through 20314, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit D, which is made a part hereof.

“Pressurized Irrigation System” shall mean that certain non-potable water irrigation delivery system further described in Article VII.

“Property” shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

“Regular Assessments” shall mean the cost of maintaining, improving, repairing, managing and operating the Pressurized Irrigation System and Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

“Restrictions” shall mean the restrictions, covenants, limitations, conditions, and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

“Special Assessments” shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used only for single family Dwelling Units and for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development, and related activities from Lots owned by Declarant. No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair, and replacement of the Common Lots including all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including the watering, mowing, fertilizing, and caring for any and all lawns, shrubs, and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Subject to Section 3 below, every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

(b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and

(c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

Common Lots cannot be mortgaged, conveyed, or encumbered without the approval of at least two-thirds (2/3) of the Members and any necessary City, County, or other governmental entity approval, if any. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units provided such home occupations 1) do not increase the burdens on the public streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot. If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or the use and enjoyment of an Owner's Lot.

Section 4. Vehicle and Other Storage. Unenclosed paved areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles, and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment, or item improperly parked or stored on a Lot after three (3) days' written notice, at the risk and expense of the owner thereof.

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees, and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 5. Compliance With Laws, Rules, and Ordinances. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations, or ordinances.

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board or as permitted by the Association's rules and regulations or laws, regulations, or ordinances; provided however, one sign of not more than five (5) square feet advertising the Lot and/or Dwelling Unit for sale or rent may be installed on any Lot, but the sign shall be removed within five (5) days following sale or lease of the Lot or Dwelling Unit. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having dogs and cats in an amount as permitted by applicable city and county codes. The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried out in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used, or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall

be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean, and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments if the entry was due to an emergency (unless the emergency was caused by an Owner, his or her family members, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Plans for fences shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use. Each Owner shall be responsible for the proper placement of fences within or on the boundary of the Owner's Lot.

Section 12. Antennae/Dishes. Antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Prohibition of Certain Activities. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance

policy insuring the homeowner from loss by fire, theft, and all other loss or damage. No damage to, or waste of, the Common Lots or any part thereof shall be committed by any Owner, occupant, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner, Owner's occupants, invitees, licensees, or guests, provided, however, that any invitee, licensee, or guest of an Owner shall not under any circumstances be deemed to be an invitee of any other Owner.

Section 14. Storm Water Drainage. Lot 1, Block 1; Lots 43 through 47, Block 2; Lot 1 and Lot 7, Block 3; or a portion of said Lots, as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by the Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system and such system shall be maintained by ACHD. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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

All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

ACHD is granted an irrevocable license and easement to enter upon any portion of the Master Easement area, with or without notice, to perform maintenance and inspection of the storm water drainage system. For any maintenance of the storm water drainage system performed by ACHD, ACHD may first bill the Association for the cost of the maintenance. If the bill is not paid within sixty (60) days, then ACHD shall be entitled and empowered to levy an assessment against all Lots within the Property for the cost of the storm water drainage system maintenance as if the maintenance had been performed by the Association, together with interest at the rate that accrues on judgments thereon and all costs of collection that may be paid or incurred by ACHD. ACHD

may enforce such assessments in the same manner as the Association may enforce assessments levied pursuant to this Declaration. The Association and all Lot Owners, by accepting title to a Lot, agree that all Lot Owners in the Property are benefited property owners of such maintenance and agree to pay their proportionate share of assessments and other fees levied by ACHD.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefor.

Section 17. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 18. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 19. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways no more than 12 hours before the scheduled garbage and recycle collection time and must be removed no later than 12 hours after collection.

Section 20. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

ARTICLE V: REGULATION OF DUPLEX LOTS

Section 1. Exterior Improvements and Appearance.

(a) Because the Duplexes are attached single family dwelling units developed with a common theme and design, the Architectural Committee may require all Improvements built, constructed, erected, placed, or materially altered within the Duplex Property, including address numbers, to conform to the theme, design, and standards imposed by the Architectural Committee.

(b) To preserve a uniform exterior appearance of the Duplex Lots and Duplexes, the Association and Duplex Lot Owners shall maintain or provide for the maintenance, repair, and replacement of the exterior Improvements and landscaping on Duplex Lots as set forth in the Maintenance Responsibility Matrix attached as Exhibit E. The cost of the aforementioned maintenance, repair, or replacement that is performed by the Association shall be paid by all Duplex Owners in the form of Duplex Assessments.

(c) Notwithstanding the foregoing, the Association reserves the right to withhold any of the aforementioned maintenance, repair, and/or replacements for any Duplex Lot or Duplex exterior that is to be performed by the Association until such time as the Duplex Owner of such Lot has paid all Assessments associated with such Lot.

Section 2. Common Walls. Common walls have been constructed and created as set forth herein subject to all easements and obligations set forth herein. To the extent that common walls exist, a common reciprocal easement is created for the location and maintenance of such common walls. Nothing may be done that will lessen or impair the structural support and integrity of the common walls. Each Owner of a Duplex Lot shall have the right to joint use of the common wall with the Owner of the other Duplex Lot. Except as otherwise expressly permitted in this Declaration, no windows, chimney flues, or other openings may be made in a common wall, and no Owner may undertake or permit any act that impairs the use of the common wall by the Owner of the other Duplex Lot. The Owner of each Duplex Lot shall maintain the dwelling unit on that Lot and take all other steps reasonably necessary to protect the common wall from damage or deterioration from any cause, whether sudden or cumulative, including, but not limited to, water or moisture intrusion, damage from weather conditions, dry rot and infestation by vermin or insects.

(a) The Owner of each Duplex Lot shall have the right to expose and gain access to the interior of the common wall for the purpose of maintaining, repairing, restoring, reconstructing, rebuilding, and altering any component of that common wall (collectively "Work"), subject to this Declaration and the following provisions, conditions, and requirements:

(i) Except as otherwise established in this Declaration, all Work shall comply with applicable law and be done at the sole expense and responsibility of the Duplex Owner undertaking or causing to be undertaken the Work;

(ii) No Work may in any way negatively affect the other Duplex Lot or the dwelling unit thereon by removing soundproofing or insulation, altering its utility service, or otherwise;

(iii) No Work may in any way impair the structural integrity or functioning of the common wall; and

(iv) The Duplex Owner undertaking or causing to be undertaken the Work shall be responsible for any damage arising out of and/or related to the Work.

(b) The Owner of a Duplex Lot ("Indemnifying Owner") shall indemnify and hold harmless the Owner of the other Duplex Lot from and against any liability, suits, costs, and expenses (including attorney fees) in any way arising out of any lien or claim of lien asserted and/or filed related to any Work for which the Indemnifying Owner is responsible under this Declaration or otherwise.

(c) Except as otherwise provided in this Declaration, the Owners of a Duplex shall equally share the expense of all reasonably necessary maintenance and repair of the common wall. If a common wall is damaged or destroyed by fire or other casualty or other cause, the Owners of the Duplex shall, except as otherwise provided in this Declaration, equally share the cost to repair or reconstruct the common wall to essentially its condition prior to such damage or destruction. Any Owner of a Duplex may restore the common wall, and the other Owner of the Duplex shall contribute half of the restoration cost, provided that any such Owner may call for a larger contribution from the other Owner under any applicable rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Declaration, if the need for maintenance, repair, replacement, restoration, and/or reconstruction of a common wall results from the intentional acts or negligence of an Owner or an occupant of that Owner's Duplex Lot, or the licensee or invitee of that Owner or occupant, then that Owner shall promptly maintain, repair, replace, restore, and/or reconstruct the common wall and shall be solely responsible for all expenses and damages related to and/or arising out of such intentional acts or negligence.

(d) The right of any Duplex Owner to contribution from any other Duplex Owner under this section shall be appurtenant to the land and shall pass to such Duplex Owner's successors in title.

Section 3. Duplex Owner Maintenance.

(a) Except for maintenance and repair of Duplex Lots that this Declaration expressly provides is to be performed by the Association, each Duplex Owner shall keep and maintain their Lot and Dwelling Unit exteriors and landscaping in a repaired, attractive, clean, and habitable condition as determined by the Board in its reasonable judgement. In the event any Duplex Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into

compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

(b) Each Duplex Owner shall be responsible for maintaining and keeping the interior of the Owner's Dwelling Unit in good order and repair, including the interior of any garage, and any driveway, patio, deck, railing, or balcony located on the Owner's Lot.

(c) Each Duplex Owner shall maintain the heating, ventilating, and air conditioning equipment and systems, and the plumbing and electrical equipment, systems, and facilities serving the Owner's Dwelling Unit.

(d) Each Duplex Owner shall be responsible for the removal of snow and ice that has accumulated on the sidewalks located on the Owner's Duplex Lot.

(e) Each Duplex Owner shall immediately notify the Association upon the Duplex Owner becoming aware of any condition of the Owner's Duplex or Duplex Lot that needs maintenance and is the Association's obligation to maintain hereunder.

Section 4. Prohibition of Certain Activities. Nothing shall be done or kept in any Duplex or Duplex Lot or in the Common Lots or any part thereof that would result in the cancellation of or increase in the rate of the insurance on the Duplex Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association or which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority.

Section 5. Insurance.

(a) Each Duplex Lot and the Duplex constructed thereon shall at all times be insured for the full replacement thereof in the event of damage or destruction, including fire and extended coverage, which policy or policies shall be purchased by the Association and show the Association and mortgagees as named insureds as their interest may appear. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" as, in the Association's opinion, is consistent with good business practice. No individual Owner shall be excused from Assessments attributable to such policy for any reason, except upon the approval of the vote of two-thirds of the Members who are entitled to vote at a meeting duly called for this purpose. The Association may also elect to insure the fixtures, interior finishes, betterments, and improvements located within the Duplex on any Lots against casualty, loss, or theft prior to such time as such Duplex is owned and occupied by an Owner other than Declarant or the general contractor constructing the Duplex.

(b) Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Duplex Owners, which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association, as trustee for the Owners, and for the respective first mortgagee which from time to time shall give notice to the Association of such first mortgagee, such proceeds to be used in accordance with this Declaration. The Association shall furnish to each Duplex Owner and to Declarant a true copy of

such policy together with a certificate identifying the interest of the Duplex Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Duplex Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Duplex Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy, as to the interest of all other insured Duplex Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(c) Each Duplex Owner shall insure the contents, personal property, fixtures, interior finishes, betterments, and improvements located within the Dwelling Unit on their Duplex Lot against casualty, loss, or theft. Each Duplex Owner shall at all times provide and maintain or cause to be provided and maintained liability insurance insuring such Owner against claims for bodily injury or death, property damage or destruction, and personal injury occurring in or arising out of the use or occupancy of its Duplex Lot, the use or occupancy of the interior of any Dwelling Unit on such Lot, or its failure to perform any duty or obligation set forth herein. The Association can request a copy of each Duplex Owner's homeowner's insurance coverage to ensure the interior is covered under a homeowner's individual policy. Each insurance policy required by this paragraph shall be written with a financially responsible insurance company licensed to do business in the state of Idaho. The Association shall be named as an additional insured on all policies of liability insurance. Each policy shall not be cancelled, materially changed, or renewed without the giving of 30 days' prior written notice to the insured, any additional insured, and to the holders of such certificates. Notwithstanding the provisions of this Section, each Owner may obtain insurance at his own expense providing coverage upon his Duplex Lot, Duplex, and Improvements constructed thereon, in addition to that maintained by the Association, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies that the Association obtains pursuant to this Section. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Duplex Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

(d) The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Association pursuant to this Section. All Duplex Owners and the mortgagees of such Lots shall be bound by the apportionments of damage and of all insurance proceeds made by the Association pursuant thereto.

(e) All Duplex Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the insurance process payable under a policy of insurance maintained by the Association upon damage or destruction to any portion of the Duplex Lots. Acceptance by any grantee of a deed from the Declarant or from any Duplex Owner shall constitute such appointment.

(f) As attorney in fact, the Association shall have a full and complete authorization, right, and power to make, execute, and deliver any contract or other instrument with

respect to the interest of a Duplex Owner, which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of a Duplex as used in the succeeding sections mean restoring the Duplex to substantially the same condition in which it existed prior to damage, with each Duplex Lot, Duplex, and any other Improvement having substantially the same configuration as prior to the damage or destruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction unless the Duplex Owners and all first mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

(g) The Association shall diligently pursue to completion the repair or reconstruction of that part of a Duplex damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Duplex Owners, and no consent to other action by any Duplex Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Duplex.

(h) The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association may levy in advance a Special Assessment of repair or reconstruction. Such Special Assessment shall be allocated and collected as provided herein, Further Special Assessments may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

ARTICLE VI: REGULATION OF HOUSE LOTS

Section 1. Exterior Improvements and Appearance. Each Owner of a House Lot shall keep and maintain their Lot and Dwelling Unit exteriors in a repaired, attractive, clean, and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

Section 2. Recreational Vehicle Parking. The Owner of a House Lot may park motor homes, campers, trailers, boats, and any other recreational vehicles on the Owner's lot behind a fence that meets the requirements of this Declaration.

Section 3. Pets. Notwithstanding the provisions of Article IV, Section 7, up to four hen chickens are allowed in the fenced area of a House Lot. No Roosters are allowed.

ARTICLE VII: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the New Dry Creek Ditch Company and the Foothills Irrigation District ("District") utilizing a pressurized

irrigation system owned, operated, and maintained by the Association (“Pressurized Irrigation System”). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner and the Association hereby agree to pay their proportionate share of assessments and other fees levied by the District, and each Owner hereby agrees to pay its proportionate share of Assessments levied by the Association, associated with the operation and maintenance of the Pressurized Irrigation System. In addition, each Owner, for themselves and their family members, invitees, and licensees, covenants and agrees to hold the Association, AG, and Declarant harmless from all liability for damages or injuries to themselves, their family members, invitees, or licensees caused by the Pressurized Irrigation System or the lack of irrigation water.**

The Association, in its discretion, may require irrigation rotation among the Owners and Lots to prevent overwatering, appropriate water right allocations, or for other reasonable reasons that it determines irrigation rotation is necessary in its discretion.

Each Owner acknowledges that the irrigation water delivered by the Pressure Irrigation System is subject to variability in availability and there is no guarantee that the amount of irrigation water will be sufficient at all times to meet the watering requirements of a Lot. The irrigation water delivered to the Lots is non-potable, and may contain weed seed, herbicides, pesticides, or other contaminants over which the Declarant, the Association, and the District have no control.

ARTICLE VIII: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees, and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Common Lots, Pressurized Irrigation System and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association 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.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE IX: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant, AG, and any homebuilder to whom AG sells one or more Lots and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant, AG, and any homebuilder to whom AG sells one or more Lots have sold all Lots within the Property. Notwithstanding the foregoing, as long as Lennar is the sole Declarant and as long as AG owns any Lot or other portion of the Property or any Annexable Property, Lennar may not, without the prior written consent of AG, transfer or relinquish its rights as Declarant or convert or agree to convert the Class B Memberships to Class A Memberships.

Section 3. Membership Meetings. The Association shall hold a meeting of the membership each calendar year. Such meetings may be conducted in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model. Quorum requirements are waived for the meeting at which the Association is turned over to the Owners from the Declarant.

Section 4. Dissolution. The Members will not dissolve or terminate the Association.

ARTICLE X: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association. These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees, and reasonable attorneys' fees, shall be a

continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Notwithstanding any provision contained herein, Declarant, AG, and any homebuilder to whom AG may sell one or more Lots shall have no obligation to pay Assessments.**

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with all requirements in the Idaho Code.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance and operation of the Common Lots and Pressurized Irrigation System, as well as for the proper operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots, except expenses benefiting fewer than all Lots (such as the Duplex Lots only), or the Lot Owners of such benefited Lots exclusively, must be assessed against the Lots benefited as a Limited Assessment, with the expenses allocated evenly between the benefited Lots. Duplex Assessments must be fixed at a uniform rate for all Duplex Lots. Assessments may be increased or decreased by the Board at its discretion without approval of the Owners, except an increase in Regular Assessments of more than 20% in a single year must be approved by the Owners.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly, or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 or such other amount as set by the Board from time to time shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the

Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 7. No Assessments Payable by AG or by certain Homebuilders. Notwithstanding any other provision contained in this Declaration, no Assessments shall be levied against Lots or any other property owned by AG or by any homebuilder to which AG may sell one or more Lots. If AG is obligated at any time to pay any amount that accrued or became payable under this Declaration during the term of the Option Agreement, Lennar shall pay such amount when due.

Section 8. Conservation Education Program. Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay an assessment to support a Conservation Education Program (“CEP Assessment”). The CEP Assessments shall be part of the Regular Assessments, except as otherwise provided in this Section 8.

(a) Development of the Property has contributed to the reduction of natural habitat and open space. The purpose of the CEP Assessment is to promote the recreation, health, safety, and welfare of the Members of the Association by funding conservation and/or management of natural or cultural resources, or conservation-based education and outreach programs.

(b) The maximum assessment to be collected for CEP Assessments shall be five dollars \$5.00 per Lot per month. This fee shall be in addition to any transfer fee paid to the Association under Article X, Section 1.

(c) CEP Assessments collected by the Association shall be deposited with the City of Eagle in a fund to be designated by the City of Eagle for use in Conservation Education Program Funding Plan. The CEP Assessment levied by the Association shall be collected and delivered to the City of Eagle annually on or before January 31.

ARTICLE XI: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Declarant, the Association, AG, any homebuilder to which AG may sell one or more Lots, and the Owners, shall enforce the provisions of this Declaration and the Association’s articles and bylaws, shall have all powers and authority permitted to the Board under the Association’s articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Lots and Pressurized Irrigation System, as detailed herein, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.

(c) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration.

(d) The services of any Person as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(e) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(f) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(g) The Board shall not incur any non-budgeted expenditure in excess of \$10,000.00 without the approval thereof by two-thirds (2/3) of the Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots and Pressurized Irrigation System, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents,

or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication and shall extend to and apply also for the protection of the Declarant and AG exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

ARTICLE XII: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Board is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval.** The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Reports and decisions of the Architectural Committee shall be disclosed at the next open session meeting of the Board.

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in

advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon all proposals or plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. With the prior written approval of AG for so long as AG owns any part of the Property or the Annexable Property, the Architectural Committee may issue and amend architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings, and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this forty-five (45) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

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

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions

as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

Section 6. Exemption of Declarant. A Declarant and any entity affiliated with a Declarant shall be exempt from the requirements of this Article XII. For purposes of this Section, an entity affiliated with a Declarant shall be deemed to include any entity owned by a Declarant, any entity which owns a Declarant, and any entity which is under common control with a Declarant. Any Lot transferred by AG to any homebuilder shall be exempt from the requirements of this Article XII until a certificate of occupancy is issued for Improvements on the Lot.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, AG, any homebuilder to which AG may sell one or more Lots, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

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

Section 3. Term. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded in the official records of Ada County, Idaho.

Section 4. Amendment. This Declaration may be amended by an instrument approved in writing by Declarant (if Declarant owns one or more Lots) or by the written consent of two-thirds (2/3) of the Members. Amendments shall be in the form of supplemental declarations and must be recorded in the records of Ada County, Idaho. So long as AG owns any Lot or other portion of the Property or any Annexable Property, any amendment to or termination of this Declaration shall require the prior written approval of AG. Any purported amendment or termination without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded.

Section 5. Annexation. **As described in Article I, Article I****Section 1, additional real property consisting of additional phases of the Annexable Property may be annexed into the Property. These future annexations will be accomplished by Declarant at its sole and absolute discretion without any Association, Owner, or Class A Member consent, but with the prior written approval of AG if AG owns all or any portion of the Annexable Property to be annexed.** In addition, additional residential property not currently anticipated to be a part of the Annexable Property may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Members and with the approval in each case of AG, if AG still owns any Annexable Property. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 6. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association, AG, any homebuilder to which AG sells one or more Lots and all Lot Owners and their successors in interest. Subject to Article IX, Section 2 above, **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

Section 7. Attorneys' Fees/Collection of Fines. In the event it shall become necessary for the Association, Declarant, AG, any homebuilder to which AG sells one or more Lots, or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association must comply with all requirements contained in the Idaho Code.

Section 8. Limitation on Rights as Declarant. Notwithstanding any other provision contained in this Declaration, as long as Lennar is a Declarant, Lennar shall not, without the prior written consent of AG, have the right to exercise any of the "Declarant" rights under this Declaration in any manner which will have a material or adverse impact on the Lots or other portion of the Property or any Annexable Property, owned by AG.

Section 9. Termination of Option Agreement. Notwithstanding any other provision of this Declaration, Lennar and AG acknowledge that, upon recordation of a termination of the

Option Agreement, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

Section 10. AG Enforcement Rights. So long as AG owns any Lot or other portion of the Property or any Annexable Property, AG shall have the right to enforce any of the provisions of this Declaration, the Articles, and the Bylaws that are intended to be for the benefit of AG.

Section 11. No Enforcement Obligation. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or AG, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, any supplemental declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof. The Association has no obligation to mediate or arbitrate disputes between one or more Owners.

Section 12. Application to AG and to Certain Homebuilders. Any provision of the Declaration that limits the liability of a Declarant, releases a Declarant from liability or any responsibility, is a disclaimer by a Declarant, exempts a Declarant from any provision(s) of this Declaration, limits actions that may be taken against a Declarant (and/or others associated with a Declarant), states actions a Declarant may take in connection with any Dispute or is a waiver or an indemnification in favor of a Declarant (and/or others associated with a Declarant), shall apply equally to AG (and/or to others associated with AG) and to any homebuilder to which AG sells one or more Lots (and/or to others associated with any such homebuilder).

Section 13. Mediation/Arbitration of Disputes.

(a) Any and all claims, controversies, breaches, or disputes (each a "Dispute") involving Declarant or any affiliate of Declarant, and any Owner or the Association (individually referred to as a "Party" or collectively as the "Parties") arising out of or related to this Declaration, the Dispute (as hereinafter defined) relating to this Declaration, the Dwelling Units, the sale of a Dwelling Unit, or any transaction related thereto, whether such Dispute is based on contract, tort, statute, or in equity, including, without limitation, any Dispute over: breach of contract, negligent or intentional misrepresentation or fraud, nondisclosure, breach of any alleged duty of good faith and fair dealing, allegations of latent or patent construction defects, breach of any fiduciary duty, or any other matter arising out of or related to the interpretation of any term or provision of this Declaration, sales agreement, or otherwise must first be submitted to mediation and, if not settled during mediation, must thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity, subject to the procedures set forth in this Section.

(b) Any and all mediations commenced by any of the Parties must be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with AAA's Construction Industry Arbitration Rules and Mediation Procedures in effect on the date of such request. All Parties are required to personally attend the mediation. Any Party who will be relying upon an expert report or repair estimate at the mediation will provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all Parties and their

experts will be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder. Any mediator and associated administrative fees incurred will be shared equally by the Parties unless otherwise required by law.

(c) If the Dispute is not fully resolved by mediation, the Dispute must be submitted to binding arbitration and administered by AAA in accordance with AAA's Construction Industry Arbitration Rules and Mediation Procedures in effect on the date of such request. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute will be heard and determined by three arbitrators; however, if mutually agreed to by the Parties, then the Dispute will be heard and determined by one arbitrator. If the Parties are unable to mutually agree upon the arbitrator(s) from a list of at least eight potential arbitrators provided by AAA, a new list of at least eight potential arbitrators will be provided by AAA. If after three such lists, the Parties are unable to agree upon an arbitrator(s), AAA will require the Parties to rank all of the potential arbitrators. AAA will then select the arbitrator(s) with the highest combined ranking by the Parties. Arbitrators must have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. The arbitrator(s) may issue any remedy or relief which the courts of the state of Idaho could issue if presented the same circumstances, including dispositive motions such as a motion for summary judgment, and the arbitrators must follow and otherwise employ the standards for issuing such relief as defined by Idaho's law. The arbitrator will have the exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, including without limitation any claim that all or any part of this agreement to arbitrate is void or voidable, which will be determined in accordance with the Federal Arbitration Act. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties. No Party to the arbitration proceedings will attempt to take the deposition of any past or present chairman of the board of directors, director, president, chief executive officer, chief operating officer, chief financial officer, or treasurer of Declarant or any of its affiliates, subsidiaries or related entities nor will any party attempt to compel the appearance of such a person at any proceedings, unless: (i) such person is personally involved in and has direct and unique personal knowledge of or unique information about the matter in dispute, which knowledge and information is not available from or through any other person; (ii) such party has used its best efforts to obtain such knowledge or information through alternative and less burdensome and intrusive discovery methods; and (iii) such knowledge or information is material and necessary for the party's prosecution or defense of the matter in dispute and is not sought to harass or annoy.

(d) The waiver or invalidity of any portion of this Section will not affect the validity or enforceability of the remaining portions of this Section. The Parties further agree (i) that any Dispute involving Declarant's affiliates, directors, officers, employees and agents will also be subject to mediation and arbitration as set forth herein, and will not be pursued in a court of law or equity; (ii) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company or insurer as parties in the

mediation and arbitration; and (iii) that the mediation and arbitration will be otherwise limited to the parties specified herein.

(e) To the fullest extent permitted by applicable law, the Parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding will be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, the Parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder will be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(f) Each party will bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting Party will be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other party will be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(g) Notwithstanding the foregoing, if any Party seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions will not be interpreted to indicate that the Party has waived the right to mediate or arbitrate. The right to mediate or arbitrate should also not be considered waived by the filing of a counterclaim by the Parties once a claim for injunctive relief has been filed with a court.

(h) THE PARTIES AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHERS ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE LOT OR DWELLING UNIT AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SUBSECTION (d) ABOVE.

(i) Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular Dispute is determined by the arbitrator to not be subject to the mediation or the arbitration provisions above, then the Parties agree to the following

provisions: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF DISPUTES ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY DISPUTE WILL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

Section 14. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 15. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

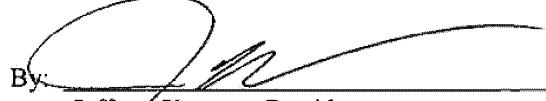
Section 16. Assumption of Risk; Waiver of Claims. **All Owners and the Association, for themselves and their respective family members, invitees, and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, Common Lots, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owner and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.**

[End of Text]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

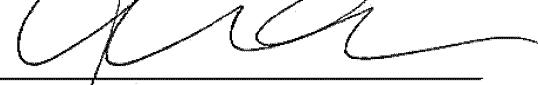
Declarant:

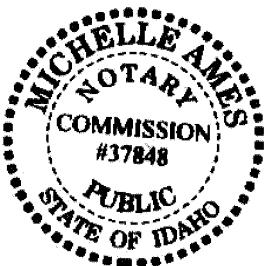
LENNAR HOMES OF IDAHO, LLC,
an Idaho limited liability company

By: 
Jeffrey Clemens, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on February 15, 2024, by JEFFREY CLEMENS as President of LENNAR HOMES OF IDAHO, LLC, an Idaho limited liability company.


Signature of Notary Public
My commission expires: 3-26-2026



AG:

AG ESSENTIAL HOUSING MULTI STATE 2,
LLC, a Delaware limited liability company

By: AGWIP Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

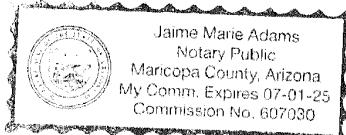
STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged before me on February 15, 2024, by STEVEN S. BENSON as Manager of AGWIP ASSET MANAGEMENT, LLC, the authorized agent of AG ESSENTIAL HOUSING MULTI STATE 2, LLC.


Signature of notary public

Signature of notary public

(Seal)



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS - 30
24387.0104864-6802-5738.v4**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All real property within Arvory Crest Subdivision No. 1, according to the official plat thereof, filed in Book 126 of Plats at Pages 20310 through 20314 as Instrument No. 2023-044586, records of Ada County, Idaho.

EXHIBIT B

DESCRIPTION OF THE ANNEXABLE PROPERTY

A parcel of land located in the South half of the Southwest Quarter of Section 3, the Southeast Quarter of the Southeast Quarter of Section 4, the Northeast Quarter of the Northeast Quarter of Section 9 and the Northwest Quarter of the Northwest Quarter of Section 10, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho more particularly described as follows:

Beginning at a brass cap monument marking the Southeast 1/16 corner of said Section 4 from which a 1/2" iron pin marking the South 1/16 corner of common to said Section 3 and 4 bears South 89°17'02" East, 1317.32 feet;

Thence along the North boundary line of the Southeast Quarter of the Southeast Quarter of said Section 4 South 89°17'02" East, 707.10 feet to a point on the centerline of Floating Feather Road;

Thence along said centerline North 89°53'00" West, 262.32 feet to a found iron pin;

Thence leaving said centerline South 00°42'05" West, 22.30 feet (formerly described as South 00°43' West) to a 5/8" iron pin in the centerline of a concrete ditch;

Thence along the centerline of said concrete ditch the following 5 courses:

South 30°21'55" East, 259.70 feet (formerly described as South 30°21' East) to a 5/8" iron pin;

Thence South 29°20'55" East, 126.90 feet (formerly described as South 29°20' East) to a 5/8"

iron pin;

Thence North 87°52'05" East, 111.90 feet (formerly described as North 87°53' East) to a 5/8" iron pin;

Thence South 89°52'55" East, 541.60 feet (formerly described as South 89°52' East, 541.8) to a 5/8" iron pin;

Thence North 10°13'00" West, 352.47 feet (formerly described as 352.6) to a 5/8" iron pin on the North boundary line of the Southeast Quarter of the Southeast Quarter of said Section 4;

Thence along said North boundary line South 89°17'02" East, 88.39 feet to a 1/2" iron pin marking the Northeast corner of Southeast Quarter of the Southeast Quarter of said Section 4;

Thence along the North boundary line of the South half of the Southwest Quarter of said Section 3 South 89°12'35" East 1690.54 feet;

Thence leaving said North boundary line South 04°14'35" East, 211.28 feet;

Thence South 00°45'12" West 377.76 feet;

Thence South 85°46'59" West, 6.64 feet;

Thence North 00°46'59" East, 56.10 feet;

Thence North 84°13'01" West, 983.40 feet;

Thence South 23°33'11" West, 848.05 feet to a point on the centerline of a drain ditch;

Thence along said centerline South 58°55'26" West, 22.24 feet;

Thence continuing along said centerline South 59°45'02" West, 1977.56 feet to a point on the West boundary line of the Northeast Quarter of the Northeast Quarter of said Section 9;

Thence along said West boundary line North 00°39'28" East, 933.08 feet to a 5/8" iron pin marking the East 1/16 corner common to said Sections 4 and 9;

Thence along the West boundary line the Southeast Quarter of the Southeast Quarter of said Section 4 North 00°55'46" East, 1325.78 feet to the Point of Beginning.

EXHIBIT C

LEGAL DESCRIPTION OF COMMON LOTS

Lot 1 and 2, Block 1; Lot 52, Block 2; and Lot 1, Block 3; Arvory Crest Subdivision No. 1, according to the official plat thereof, filed in Book 126 of Plats at Pages 20310 through 20314, Records of Ada County, Idaho

EXHIBIT D

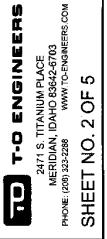
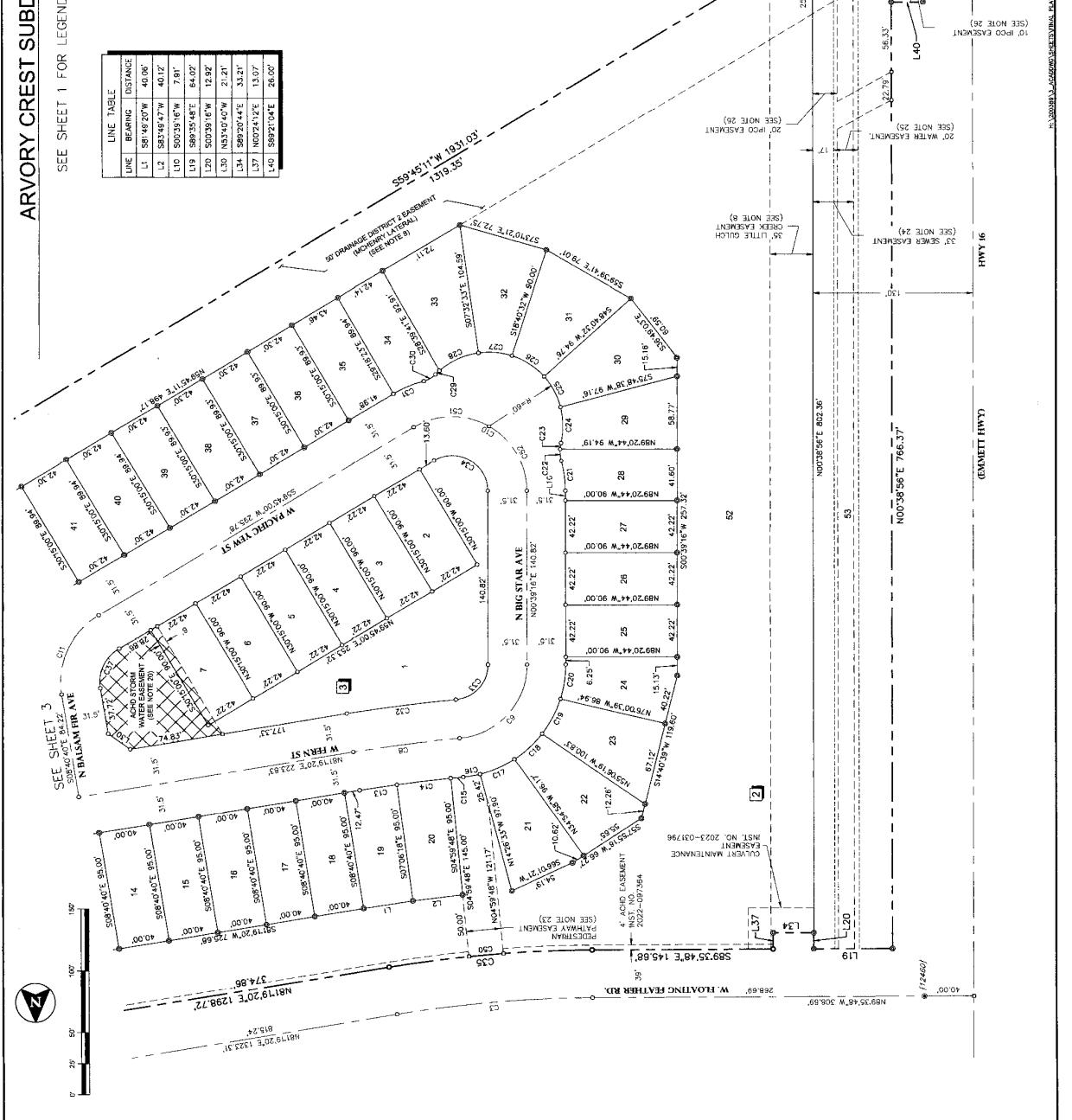
ARVORY CREST SUBDIVISION NO. 1 FINAL PLAT

See attached.

ARVORY CREST SUBDIVISION NO. 1

SEE SHEET 1 FOR LEGEND AND NOTES

CURVE TABLE						
CURVE	LENGTH	CHORD	BEARING	CHORD	BEARING	CHORD
C3	100.00' 06"	158.46'	9194.32'	158.46'	9195.46'	158.33'
C5	121.53' 46"	165.12'	4103.53'	165.12'	861.07'	86.10'
C9	65.00' 00"	120.61'	12054.16'	120.61'	104.39'	104.39'
C10	60.00' 00"	119.50'	11953.11'	119.50'	103.72'	103.72'
C11	61.00' 00"	120.61'	12054.16'	120.61'	104.39'	104.39'
C12	61.00' 00"	76.24'	68753.04'	76.24'	525320.70'	76.85'
C13	118.00' 00"	120.61'	12054.16'	120.61'	863.70'	86.27'
C14	118.00' 00"	43.62'	2700.42'	77.42'	58370.11'	50.26'
C15	118.00' 00"	91.59'	13.82'	91.59'	86830.77'	10.06'
C16	71.00' 00"	91.59'	19.01'	91.59'	56173.72'	18.90'
C17	91.00' 00"	91.59'	19.01'	91.59'	56173.72'	18.90'
C18	91.50' 00"	48.40'	19.05'	50.40'	54589.47'	30.34'
C19	91.50' 00"	13.51'	207.44'	13.51'	58629.56'	32.16'
C20	91.50' 00"	28.35'	1743.19'	28.35'	59370.56'	26.19'
C21	91.50' 00"	26.40'	15117.19'	26.40'	59394.87'	24.19'
C22	36.00' 00"	9.81'	18441.17'	9.81'	59394.87'	9.77'
C23	36.00' 00"	4.89'	931.39'	4.89'	58581.01'	4.89'
C24	60.00' 00"	28.42'	27398.75'	28.42'	59347.95'	28.19'
C25	60.00' 00"	31.42'	30930.01'	31.42'	59198.28'	31.06'
C26	60.00' 00"	21.46'	5615.04'	21.46'	58629.56'	27.22'
C27	60.00' 00"	36.00'	33253.01'	36.00'	58544.47'	34.51'
C28	60.00' 00"	4.35'	4099.35'	4.35'	58572.57'	4.35'
C29	26.00' 00"	9.55'	161.62'	9.55'	56201.31'	10.81'
C30	26.00' 00"	76.25'	15.29'	76.25'	56201.31'	26.25'
C31	120.00' 00"	55.00'	4333.53'	55.00'	8612.07'	88.33'
C32	120.00' 00"	42.14'	42.14'	42.14'	8473.45'	38.47'
C33	26.00' 00"	65.11'	12053.16'	65.11'	55547.45'	49.55'
C34	26.00' 00"	130.00'	13.00'	130.00'	58572.57'	16.52'
C35	103.00' 00"	161.62'	68325.45'	161.62'	58572.57'	16.52'
C37	26.00' 00"	161.62'	68325.45'	161.62'	58572.57'	16.52'
C39	103.00' 00"	28.00'	112.32'	28.00'	58530.97'	28.00'
C40	60.00' 00"	63.31'	66277.08'	63.31'	58534.54'	60.41'
C42	60.00' 00"	63.31'	66277.08'	63.31'	58534.54'	60.41'

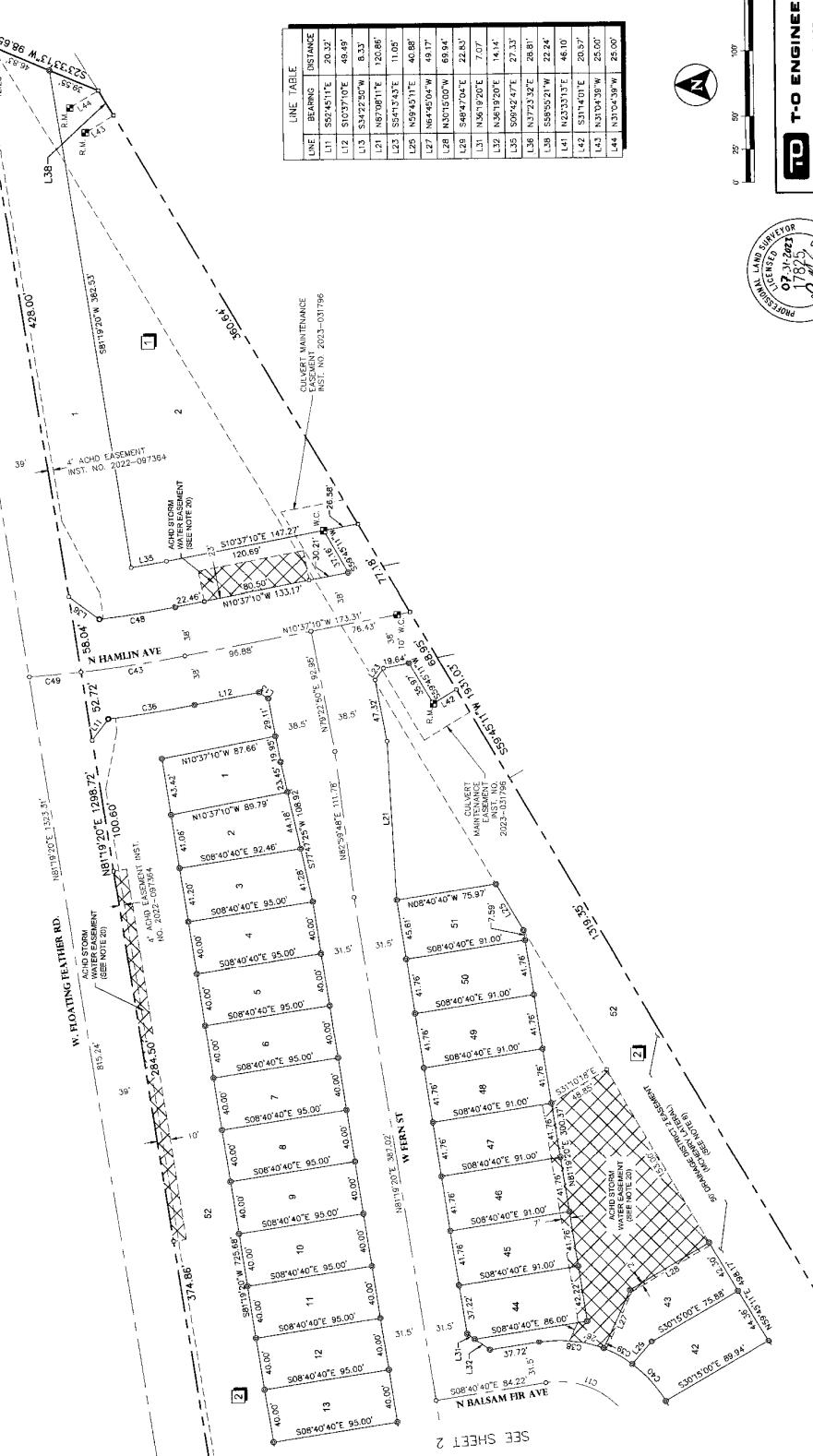


SHEET NO. 2 OF 5

AVORY CREST SUBDIVISION NO. 1

SEE SHEET 1 FOR LEGEND AND NOTES

CURVE TABLE					
CHORD	BEARING	DELTA	BEARING	CHORD	BEARING
C10	65.00'	75.24'	86754.00'	5352710.00'	70.85'
C11	65.00'	75.24'	340713'	S84°07.07'E	68.48'
C12	68.48'	66.48'	340713'	N87°44.74'E	48.53'
C13	68.48'	69.39'	28598.42'	N87°44.74'E	25.22'
C14	69.39'	74.00'	23070.00'	N49°11.07'E	37.87'
C15	74.00'	75.34'	13244.24'	S59°35.87'E	78.40'
C16	75.34'	75.24'	2142.44'	S59°35.87'E	58.47'
C17	75.24'	75.00'	56.53'	2142.44'	59.98'
C18	75.00'	74.00'	56.53'	2142.44'	59.98'



SEE SHEET 2



T-0 ENGINEERS

2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642-6703
PHONE: (208) 323-2288 WWW.TC-ENGINEERER.COM

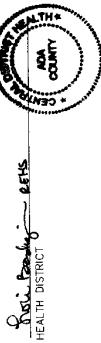
SHEET NO. 3 OF 5

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ARVORY CREST SUBDIVISION No. 1

HEALTH CERTIFICATE

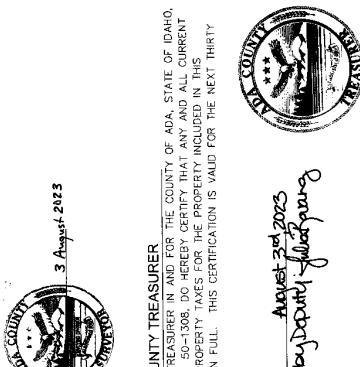
I, THE UNDERSIGNED, AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED, ACCORDING TO THE LETTER TO BE READ ON FILE, WITH THE COUNTY RECORDER OR HIS AGENT, LISTING THE CONDITION OF APPROVAL, SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1306, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



11-23-2022
DATE

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



R.C.P. Hough
ADA COUNTY SURVEYOR
PLS # 13553
3 August 2023

11-23-2022

DATE

ADA COUNTY

HIGHWAY

DISTRICT

PRESIDENT

EXHIBIT E

DUPLEX LOT MAINTENANCE RESPONSIBILITY MATRIX

Dwelling Unit – Each Owner of a Duplex Lot is responsible for the maintenance, repair, and replacement of all elements of the Dwelling Unit on the Lot, excluding only the limited Association maintenance obligations set forth below. The following is intended as a general list of the Owner's obligations for maintenance. If an item of maintenance is not included below, it is still the Owner's responsibility.

Normal Wear and Tear – As used below, "normal wear and tear" is defined as damage that naturally and inevitably occurs as result of normal wear or aging after time.

		Maintenance Obligation & Responsible Party				
		Clean	Maintain	Repair	Replace	Paint
Improvement	O - indicates an obligation of the Owner	N/A - indicates an obligation that is not applicable				
	A - indicates an obligation of the Association					
Exterior painting of Dwelling Unit needed for normal wear and tear		N/A	A	A	A	A
Front yard grass/turf – Association will only be responsible for mowing and fertilization	O	A	O	O	N/A	
Roofing Shingles and Paper – Association will only be responsible for Repair/Replacement for normal wear and tear	O	A	A	A	N/A	
All exterior Dwelling Unit improvements and items, including but not limited to: painting needed for damage (or any event not related to normal wear and tear), siding, framing, windows, fixtures, doors, garage doors, gutters, downspouts, drainage, patios, decks, house numbers, and any other exterior Dwelling Unit items not specifically listed.	O	O	O	O	O	
Landscaping – All items within the boundaries of the Owner's Lot including but not limited to: trees, shrubs, grass/turf (other than mowing and fertilization of front yard detailed above), yard decorations, hardscaping, shrub beds, weeding, fencing, sprinklers/irrigation system (including winterization), and any other yard landscaping items not specifically listed.	O	O	O	O	O	
Roofing – all roofing items including shingles and paper (other than for normal wear and tear as detailed above).	O	O	O	O	N/A	
All components of the Dwelling Unit and Lot, including all walls, columns, floors, foundations, footings, interior and exterior walls including stucco, stone, siding, railings, electrical, plumbing, other utilities and any other components of the Dwelling Unit not specifically listed.	O	O	O	O	O	
Any other item(s) not specifically listed within the Owner's Lot and Dwelling Unit	O	O	O	O	O	

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

*Parsons Behle & Latimer
800 West Main Street, Suite 1300
Boise, Idaho 83702
Attention: David S. Jensen*

ADA COUNTY RECORDER Trent Triple
BOISE IDAHO Pgs=7 VICTORIA BAILEY
PARSONS BEHLE & LATIMER - BOISE

2025-011512
02/24/2025 04:01 PM
\$28.00

(Space Above For Recorder's Use)

**FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARVORY CREST SUBDIVISION**

THIS FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARVORY CREST SUBDIVISION (this “**Supplemental Declaration**”) is made as of February ~~24~~, 2025, by AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (“AG”), and LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company (“Lennar”), with reference to the following:

A. On February 15, 2024, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Arvory Crest Subdivision (as supplemented and amended from time to time, the “**Declaration**”) was recorded as Instrument No. 2024-007930 in the official records of Ada County, Idaho.

B. Article XIII, Section 4 of the Declaration provides that the Declaration may be amended by an instrument approved in writing by Declarant if Declarant owns one or more Lots.

C. Article XIII, Section 4 of the Declaration further provides that so long as AG Essential Housing Multi State 2, LLC, a Delaware limited liability company (“AG”), owns any Lot or other portion of the Property or Annexable Property, any amendment to the Declaration shall require the prior written approval of AG.

D. Article XIII, Section 5 of the Declaration provides that additional real property consisting of additional phases of the Annexable Property may be annexed into the Property by Declarant at its sole and absolute discretion without any Association, Owner, or Class A Member consent, but with the written approval of AG if AG owns all or any portion of the Annexable Property to be annexed.

E. Lennar is Declarant and owns one or more Lots. AG no longer owns any of the Property or the Annexable Property.

F. Lennar is executing and delivering this Supplemental Declaration for the purpose of amending the Declaration and annexing additional real property as set forth below.

AG declares as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meanings as those set forth in the Declaration, unless otherwise defined in this Supplemental Declaration.

2. Declarant declares that the real property described in the attached Exhibit A (the "Annexed Property"), including each Lot, Dwelling Unit, parcel or portion thereof, is annexed into the Property and shall be held, sold, conveyed, encumbered, used, occupied, and improved subject to the terms and Restrictions of the Declaration, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness thereof.

3. The Common Lots of the Annexed Property are described in the attached Exhibit B, which is made a part hereof.

4. In addition to the Plat identified in the Declaration, the term "Plat" shall now include (i) the Arvory Crest Subdivision No. 2 final plat filed in Book 127 of Plats at Pages 20638 through 20642, as Instrument No. 2024-008904, Records of Ada County, Idaho, (ii) the Arvory Crest Subdivision No. 3 final plat filed in Book 127 of Plats at Pages 20662 through 20664, as Instrument No. 2024-012098, Records of Ada County, Idaho, and (iii) the Arvory Crest Subdivision No. 4 final plat filed in Book 128 of Plats at Pages 20717 through 20721, as Instrument No. 2024-018675, Records of Ada County, Idaho, a copy of each of which is attached to this Supplemental Declaration as Exhibit C, which is made a part hereof.

5. The defined term "Property" in the Declaration now includes the Annexed Property.

6. Lots 1, 2, 45, and 66, Block 4; Lots 1, 3-5, 15-20, and 36, Block 5; Lots 5-7, Block 6; Lot 1, Block 7; Lots 1, 2, 4, 5, 6, and 8, Block 8; Lots 1, 2, 3, 4, 13, 14, 15, 22, 23, and 28, Block 9; and Lots 1, 12, and 13, Block 10; or a portion of said Lots, as shown on the Plat, are added to the Lots in Article IV, Section 14 that are servient to and contain the ACHD storm water drainage system.

7. The first paragraph of Article IV, Section 4 of the Declaration is amended to explicitly allow recreational vehicles to be parked on an Owner's Lot behind a fence, and the paragraph shall provide as follows:

Section 4. Vehicle and Other Storage. Unenclosed paved areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees, and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of

equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee, except that an Owner may park motor homes, campers, trailers, boats, and any other recreational vehicles on the Owner's Lot behind a fence that meets the requirements of Article IV, Section 11. For purposes of this Section, temporary parking means parking for no more than twenty-four (24) hours at any one time.

8. Except as amended by the provisions of this Supplemental Declaration, the Master Declaration, as the Master Declaration may have been supplemented and amended prior to the date of this Supplemental Declaration, remains unmodified and in full force and effect.

9. The Declaration, as supplemented and amended by this Supplemental Declaration and any previous supplemental declarations, shall collectively be the "Declaration."

Signature Pages Follow

Lennar has executed this Supplemental Declaration as of the date first written above.

LENNAR:

LENNAR HOMES OF IDAHO, LLC,
an Idaho limited liability company

By:

~~Jeffrey Clemens, President~~

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on February 24, 2025, by JEFFREY CLEMENS as President of LENNAR HOMES OF IDAHO, LLC, an Idaho limited liability company.

Signature of Notary Public

Signature of Notary Public
My commission expires: 10/26/2026



EXHIBIT "A"
TO
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARVORY CREST SUBDIVISION

Legal Description of Annexed Property

All real property within Arvory Crest Subdivision No. 2, according to the official plat thereof, filed in Book 127 of Plats at Pages 20638 through 20642, Instrument No. 2024-008904, Records of Ada County, Idaho.

All real property within Arvory Crest Subdivision No. 3, according to the official plat thereof, filed in Book 127 of Plats at Pages 20662 through 20664, Instrument No. 2024-012098, Records of Ada County, Idaho.

All real property within Arvory Crest Subdivision No. 4, according to the official plat thereof, filed in Book 128 of Plats at Pages 20717 through 20721, Instrument No. 2024-018675, Records of Ada County, Idaho.

EXHIBIT "B"
TO
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARVORY CREST SUBDIVISION

Description of Common Lots in Annexed Property

Phase 2:

Lots 1, 66, and 67, Block 4, Lots 1, 28, and 36, Block 5, and Lots 1 and 6, Block 6, Arvory Crest Subdivision No. 2, according to the official plat thereof, filed in Book 127 of Plats at Pages 20638 through 20642, as Instrument No. 2024-008904, Records of Ada County, Idaho.

Phase 3:

Lot 1, Block 7, Lots 1 and 5, Block 8, and Lots 1 and 14, Block 9, Arvory Crest Subdivision No. 3, according to the official plat thereof, filed in Book 127 of Plats at Pages 20662 through 20664, as Instrument No. 2024-012098, Records of Ada County, Idaho.

Phase 3:

Lot 15, Block 9, and Lot 1, Block 10, Arvory Crest Subdivision No. 4, according to the official plat thereof, filed in Book 128 of Plats at Pages 20717 through 20721, as Instrument No. 2024-018675, Records of Ada County, Idaho.

EXHIBIT "C"
TO
FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARVORY CREST SUBDIVISION

Copy of Plats of Annexed Property

See attached.