

[PROPOSED]
AMENDED AND RESTATED
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HUNTER'S POINT PLANNED UNIT DEVELOPMENT

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTER'S POINT PLANNED UNIT DEVELOPMENT is made this ____ day of _____, 20__, by the Hunter's Point Planned Unit Development Homeowners Association, Inc (the "Association") and its Members, who are the owners of the Lots within the Hunter's Point Planned Unit Development, located in Canyon County, State of Idaho.

ARTICLE I
RECITALS

WHEREAS this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "Amended Master Declaration") is applicable to the following property, commonly known as the Hunter's Point Planned Unit Development (the "Subdivision" or the "Property"):

All of the Lots in the Herron Springs #1 at Hunter's Point Planned Unit Development according to the official plat thereof, recorded March 14, 2006, as Instrument No. 200617977 filed in the office of the County Recorder of Canyon County, Idaho, as shown by Book 37, Page 25 of Plats, records of Canyon County, Idaho.

All of the Lots in the Miller Crossing at Hunter's Point Planned Unit Development according to the official plat thereof, recorded April 27, 2006, as Instrument No. 2006313469 filed in the office of the County Recorder of Canyon County, Idaho, as shown by Book 37, Page 32 of Plats, records of Canyon County, Idaho.

All of the Lots in the Sunrise Crossing at Hunter's Point Planned Unit Development according to the official plat thereof, recorded June 21, 2006, as Instrument No. 200648793 filed in the office of the County Recorder of Canyon County, Idaho, as shown by Book 37, Page 48 of Plats, records of Canyon County, Idaho.

All of the Lots in the Royal Ridge at Hunter's Point Planned Unit Development, according to the official plat thereof, recorded July 7, 2006, as Instrument No. 200653842 filed in the office of the County Recorder of Canyon County, Idaho, as shown by Book 38, Page 3 of Plats, records of Canyon County, Idaho.

All of the Lots in the North Slope at Hunter's Point Planned Unit Development, according to the official plat thereof, recorded September 19, 2006, as Instrument No. 200676090 filed in the office of the County Recorder of Canyon County, Idaho, as shown by Book 38, Page 27 of Plats, records of Canyon County, Idaho.

WHEREAS, the Subdivision has previously been bound by the Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "Original Declaration"), recorded as Instrument No. 200618670, on March 16, 2006, in the records of Canyon County, State of Idaho. The Original Declaration has been previously amended by the following amendments:

- Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "First Amendment"), recorded as Instrument No. 200639781 on May 24, 2006, in the records of Canyon County, State of Idaho.
- Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "Second Amendment"), recorded as Instrument No. 200654869 on July 11, 2006, in the records of Canyon County, State of Idaho.
- Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "Third Amendment"), recorded as Instrument No. 200654870 on July 11, 2006, in the records of Canyon County, State of Idaho.
- Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunter's Point Planned Unit Development (the "Fourth Amendment"), recorded as Instrument No. 200690828 on November 13, 2006, in the records of Canyon County, State of Idaho.

WHEREAS, the Original Declaration, at Article XV, Section 15.02, allows for amendment of its terms, by an instrument signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Lot Owners owning at least two-thirds (2/3) of the Lots covered by the Original Declaration. The requisite approvals have been obtained, as attested below. This Amended Master Declaration shall therefore entirely supplant and supersede the Original Declaration and any other Amendments that might predate this Amended Declaration, binding the entirety and each phase of the Hunter's Point Planned Unit Development, as described herein, and all owners of Lots therein, to its terms.

WHEREAS, the Association and its Members desire to subject the Subdivision to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in this Amended Master Declaration to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Subdivision by the Association, its Members, and all other persons or entities who may subsequently acquire an interest in the Subdivision, and (iii) create and maintain a development of high quality.

ARTICLE II **DECLARATION**

The Association and its Members hereby declare that the Property and each Lot, tract or parcel (hereafter called a "Lot", unless specified to the contrary) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (hereafter collectively called "covenants 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 or any Lot herein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein, shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon the Association each Owner, and each successor in interest of each, and may be enforced by any Owner, or by the Association, as hereafter provided.

In the event of any conflicts between the provisions of this Amended Master Declaration and the requirements of the applicable ordinances of the City of Nampa, Idaho or any other governmental entities having jurisdiction over the Subdivision, the more restrictive shall control.

ARTICLE III **DEFINITIONS**

As used in this Amended Master Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Subdivision, which shall be appointed by and serve at the pleasure of the Board, as more fully described herein. From time to time, the ACC may consist entirely of members of the Board of Directors and in such circumstances, the terms "ACC" and "Board" may be used interchangeably, as context permits.

ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.

Annexation: The process by which additional tracts or parcels of land, including platted Lots improved with single family dwellings, not initially a part of the Property is made subject to this Amended Master Declaration.

Area: Group of Lots within a specific area of the Subdivision with its own specific ACC Standards.

Articles shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Assessments: A payment required of Association members, including Regular, Special, or Limited Assessments as provided in this Amended Master Declaration.

Association: The Hunter's Point Planned Unit Development Homeowners Association, Inc., an Idaho non-profit corporation.

Association Manager/Representative: The person, persons, or company, if any, hired by the Association or Board to aid the Association and the Board or ACC in the administration, operation, or business affairs of the Association.

Board: The duly elected and qualified Board of Directors of the Association.

Builder: A person or entity who purchases a Lot for the purpose of constructing Improvements thereon to then market to sell and/or sell both Lot and Improvements to a Buyer.

Building: A structure constructed on a Lot on a temporary or permanent basis and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

Buyer: A person or persons who buys a Lot and Improvements thereon from a Builder who purchased a Lot or one who purchases a Lot and builds or contracts to build said improvements with the intent to occupy said Lot and the Improvements thereon.

Bylaws: The Bylaws of the Association, including any amendments thereto duly adopted.

Common Area: All real property within the Subdivision in which the Association owns an interest or controls in whole or in part and which is held, controlled, or maintained in whole or part for the betterment of the Subdivision, including easement or license rights, if any.

Drainage Swale: An area of land purposely depressed to retain storm water.

Drainage Bed: An area constructed for the purpose of storing and dispelling storm water.

Improvements: All structures, facilities, systems, improvements, or objects, whether permanent or temporary, which are erected, constructed, located on or in, or placed upon, under, or over any portion of the Subdivision, , including but not limited to, Buildings, sheds, kennels, garages, outbuildings, mail boxes, electrical lines, pipes, pumps, play equipment, water features, water ways, ditches, grading or drainage facilities, roads, driveways, parking areas, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The period of first construction of permanent Improvements, including the Dwelling Unit, on a Lot.

Limited Assessment: An assessment levied by the Association against a particular Owner and such Owner's Lot, directly attributable to the Owner or Owner's agents, tenants, assigns or guests, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Amended Master Declaration, including, without limitation, action to correct damage to the Common Area or the failure of an Owner to keep such Owner's Lot or Improvements thereon in good condition and repair as required herein. Limited Assessments shall also include any attorney's fees or costs expended by the Association as a result of an Owner's actions or to bring an Owner into compliance with the terms of this Amended Declaration, whether or not suit is actually filed, as well as any properly imposed violation fines.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded Subdivision plat relating to the Property.

Master Declaration or Master Amended Declaration: This instrument as it may be amended from time to time.

Master Concept Plan: The concept plan and development agreement approved by City of Nampa.

Member: Any person(s) or entity who is the Owner of a Lot within the Subdivision.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Amended Declaration shall be limited to a "First Mortgage," including a First Deed of Trust on a Lot in the Subdivision.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Amended Declaration shall be limited to a holder of a First Mortgage, including a beneficiary under a First Deed of Trust on a Lot.

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

Owner: A person or persons or other legal entity or entities, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final Subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Canyon County, Idaho as the same may be amended by duly recorded amendments thereto.

Property: The whole or part thereof of The Subdivision as platted and recorded with legal definition.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

The Subdivision: The whole of the Property or Planned Unit Development and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property or PUD").

The Hunter's Point Planned Unit Development Homeowners Association, Inc.: The Idaho non-profit corporation organized and comprised of Members and existing for the purpose of providing self-government for the Property (also referred to herein as the "Association").

ARTICLE IV

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Amended Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof; and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to ensure proper design, development, use and maintenance of the Property for the purpose of:

- (a) Ensuring Owners and Occupants of Buildings of quality of design, development, improvement, usage and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection, modification, or reconstruction of Improvements in the Subdivision of improper design or construction, with improper or unsuitable materials, or with improper quality and method of construction.
- (c) Encouraging and ensuring the erection, maintenance, proper repair, and upkeep of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper setbacks from streets and open areas in the Subdivision and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with ACC Standards existing from time to time.
- (f) Ensuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.
- (g) As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

ARTICLE V

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Uses. Unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or Area(s), Lots shall be used only for single-family residential purposes and such uses as are customarily incidental thereto, with the exception of the Common Area. The use of said Lots shall be in conformance with the terms of this Amended Master Declaration, the Master Concept Plan, relevant zoning and the development agreement as approved by the City of Nampa. Long-term residential leases shall be allowed within the Subdivision, so long as the term of any lease is at least one-year. No Lot or dwelling Unit, nor any part thereof, may be rented or leased for any period of time less than one (1) year, and all leases must be in writing.

SECTION 5.02. Buildings. Except as otherwise designated on the Master Concept Plan for the Subdivision, or unless otherwise specified for a particular Lot, tract, or parcel in a Supplemental Declaration, no Lot shall be improved except with one (1) residential Building, consisting of a single dwelling unit. Each residential Building shall have an attached enclosed garage adequate for a minimum of two (2) standard size automobiles with a minimum of twenty-foot (20') wide concrete driveway between the building and asphalt or curb. No carports or parking pads shall be

allowed other than as provided herein. Any additional bay in a garage may be of size as desired by Owner or Builder provided that elevation and plot plan is approved by the ACC.

Basements may be allowed; however, the Association makes no representation as to soils, groundwater, or sewer depth to accommodate such. Any Buyer and/or Builder of said basement shall hold the Association harmless from any and all liability that may arise out of ground conditions, quality of construction, settling or drainage problems, and the like. The Association and/or ACC may at any time disallow basements, either in general or on a particular Lot or group of Lots.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed, removed, reconstructed, substantially repaired, or materially altered within the Property or upon any Lot unless and until the plans, specifications, and site plan therefor have been reviewed in advance and approved in writing by the ACC, in accordance with the provisions of Article XI, below. The two sets of building plans are to be submitted to the ACC for approval. The ACC shall have sole discretion in approving square footage, including any unfinished space, determining adequate value of the dwelling unit including Lot cost, the quality of design and materials to ensure conformity to the standards of the Subdivision, and the location of residential Buildings to comparable Buildings within the Subdivision. The ACC shall have the right to establish rules and guidelines for architectural standards and requirements, which may apply to particular Areas within the Subdivision. The Areas may change along with the ACC criteria for said Areas at the discretion of the ACC without cause or notice. Approval may be given subject to and/or requiring the Owner/Builder to provide a cash bond guaranteeing the performance and adherence to the approval. The ACC is not required to give approval under any circumstances and has the ultimate discretion to reject any plan, design, or site plan presented.

SECTION 5.04. Adoption of ACC Standards. The ACC shall have the power to promulgate ACC Standards relating to the planning, construction, alteration, modification, maintenance, repair, removal, or destruction of Improvements within the property deemed necessary or desirable by the ACC to carry out the purpose of this Amended Master Declaration. All ACC Standards shall be consistent with the provisions of this Amended Master Declaration.

SECTION 5.05. Building Materials. All Buildings erected upon any Lot shall be of frame construction on concrete foundation with brick, Stone, or stucco accents as specified by the ACC Standards. All Buildings shall be finished, painted, and maintained in good repair so as to be in conformance with the ACC Standards. All single-family houses and garages shall have a minimum of 6/12 pitch to the truss/roof line or steeper or as provided for by the ACC, whichever is more restrictive and leaves a minimum of 18" for box soffits and 24" for rake soffits. Lesser pitch roofs may be allowed for rear overbuilds or covered patios if deemed appropriate and necessary by the ACC.

SECTION 5.06. Building Location. The residential Building and any outbuildings shall be located within the setback requirements of the Master Concept Plan or as designated by the ACC, whichever is more restrictive. Notwithstanding the above, no outbuilding, storage shed, patio cover, or other structure shall be located nearer to the front-facing street than the leading edge of the residential Building located on the Lot. Further, no structure, including eaves, overhangs, etc. shall encroach or extend to or across any Lot line. The ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

SECTION 5.07. Work Prosecution. The construction of all residential Buildings and outbuildings shall commence within three (3) months of closing by the Buyer on the Lot and be

prosecuted diligently and continuously from the time of commencement thereof and the same shall be completed, including exterior painting and landscaping, within nine (9) months. The ACC may provide for staggered commencement time frames within an Area. If no such provision is provided in the ACC Standards, any exception must be approved in writing by the ACC. Any additional Improvements constructed, installed, or modified after the initial residential Building construction, including but not limited to fences, sheds, RV driveways, patios, patio covers, landscaping, and remodels, additions, or modifications to the same shall be completed in a timely manner, which is usually considered one to three (1-3) weeks from commencement of work, but which shall ultimately be subject to determination by the ACC.

SECTION 5.08. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shed, shack, garage, accessory building or outbuilding shall be used as a temporary or permanent residence, except in the limited circumstances as permitted by Idaho law. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No buildings shall be moved onto any building site unless advance written permission and approval of plans, specifications, and location is obtained from the ACC.

SECTION 5.09. Lighting. On each residential Building, the Owner shall install and maintain in an operative condition a minimum of two (2) exterior recessed soffit lights on the front garage soffit and at least one (1) recessed light in the soffit in front of the front door. Photocell controlled lights on the front of the house are encouraged. All exterior lights and interior lights reflecting outside shall not be placed or used in any manner which will cause glare or excessive light spillage on any neighboring Lot, and all lights that move, flash, pulse, or change color shall be prohibited. The installation, maintenance, and use of all lighting which can be observed from the exterior of the home shall be in accordance with the ACC Standards.

SECTION 5.10. Animals. No animals, poultry, or livestock shall be kept on any Lot with the exception of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Nothing contained in these restrictions shall be intended or enforced in a manner that violates the federal Fair Housing Act. No animals may be kept, bred, or maintained for any commercial purpose. Animal shelters, enclosures, or other such buildings must be in architectural harmony with other Improvements located on the Lot and must be approved by the ACC in writing. Dog runs are to be built at the rear or side of the Lot or behind the residential Building and screened from view with a privacy fence six feet (6') in height. Dog runs shall be placed near the residential Building and screened to the rear on Lots which are adjacent to Common Areas. All dog runs are to be built for easy maintenance and cleaned at least once a week to avoid offensive and obnoxious odors to surrounding neighbors. Barking dogs will be considered a nuisance and dealt with according to city regulations or state statute or treated as a violation of the terms of this Amended Master Declaration. Dogs, cats and other pets shall be on a leash or otherwise under their owner's direct physical control when not confined to their owner's Lot.

SECTION 5.11. Water. The City of Nampa will deliver domestic water to the point where the water meter is located at the property line for each Lot. Each Lot Owner shall connect to the water system at this point and use this water for their domestic use in accordance with payment and procedures of the City of Nampa. Lot Owners shall be responsible for the care, maintenance, and repair of their portion of the water connection lines.

SECTION 5.12. Pressurized Irrigation Water. The City of Nampa or the Association, as applicable, will deliver nonpotable pressurized irrigation water to each Lot near the back or side property line. Each Lot Owner shall be responsible for connecting to this system and use this non-potable water for all lawn, shrubs, flowers, and sprinkling/irrigation. The Lot Owner shall be responsible for the maintenance and repair of their portion of the lines connected to the system. Each Lot Owner shall be responsible to label the faucet for such water as "nonpotable water, do not drink." This water shall NOT be for potable/domestic use. Each Lot Owner is advised to contact the City of Nampa Irrigation/Water Department for further information and/or details of the irrigation system, use of irrigation water, and hazards associated with such use. Reporting of damaged or broken lines should be made to emergency services with the City of Nampa emergency service dispatch. Pressurized lines west of Middleton Road shall be owned and maintained by the Association. Each property owner west of Middleton Road shall pay an initial irrigation source fee as determined by the Association per Lot. An annual pressurized irrigation assessment for these Lots shall be established by the Association's Board of Directors and payable at the start of the irrigation season. Any damage or problems associated with the irrigation system west of Middleton Road should be reported to the Association and/or its Management Company.

SECTION 5.13. Sanitary Sewer. All bathroom, sink, and toilet facilities shall be located inside the dwelling and shall be connected by underground pipe to the city sewer.

SECTION 5.14. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum slope and building locations should prioritize the preservation of the existing grade(s) and any grade(s), berms, or swales should be an integral part of the grading design. Subject to the requirements of any government entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists. The ACC's approval of a drainage plan shall in no way be considered a guarantee as to the underlying soundness, function, or viability of the drainage plan or associated facilities. All water, including lawn irrigation, shall be retained onsite to the extent possible. Any Drainage Swale alongside the roadways or in common areas, other than those Lots or parcels approved by the Master Concept Plan, shall NOT be filled.

SECTION 5.15. Commercial Use. No Lot shall be used for the conduct of any trade, business, or professional activities, other than those business activities which may be conducted through a home office, studio, or similar use, which are conducted entirely within the residential dwelling unit, have no visual business appearance, visitors, or effect on traffic or parking within the Subdivision. Such uses shall be allowed as long as they are otherwise permitted by the laws of the local government and do not constitute a nuisance, in the discretion of the Board. No signs relating to said business or office activity shall be displayed where visible from any road within the Subdivision. Daycare and childcare facilities shall be expressly prohibited in all circumstances, and no property shall be used for short-term rental or vacation rental purposes, as further defined herein.

SECTION 5.16. Signs. No sign, poster, display, commercial billboard, or business advertising of any kind shall be displayed to the public view on any portion of the Subdivision or any Lot(s), unless expressly allowed in this Section. Lot Owner(s) may advertise their Property for rent or sale using a single sign, so long as it is neatly designed and no larger than eighteen (18) inches by twenty-four (24) inches in size. Signs advertising the property for rent shall be displayed for no longer than fourteen (14) days, and separate signs advertising the name of any property or rental management company shall be prohibited. Signs advertising the name of the

builder and the name of the institution providing the financing for construction of the dwelling unit on a Lot may be displayed on a Lot during Initial Construction of the Improvements. Signage during initial construction may vary in size as determined by the Board. Lighted, moving, or flashing signs for any purpose are prohibited. The names of resident Owners may be displayed on a name and address plaque. Owners are allowed to display political signs and flags, as described in Idaho Code Section 55-3209 and Section 55-3210, and subject to any lawful and reasonable rules and regulations adopted by the Board of Directors. No signs may be placed upon the Common Areas by an Owner without the express approval of the Board of Directors. Signs or posters advertising garage sales, community information or events, or lost and found items shall not be placed on light poles, permanent landscaping, or the like. Signs or posters for garage sales and such events shall be displayed only on the day of the event for directional purposes.

SECTION 5.17 Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, steam, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth; provided that the Association may, by permit, grant, license or easement, allow drilling for and the extraction of water for use within the Subdivision.

SECTION 5.18 Street Parking. On-street parking is limited to the guests of residents and Lot Owner(s) and shall not be used as regular parking of homeowner or resident vehicles, trailers, RVs or the like. Extended-stay guests may park on the street for no longer than seven (7) days, with at least two (2) weeks interval between such visits. The Board of Directors shall have the discretion to monitor street parking and determine whether it is being abused or used excessively or inappropriately by a Lot Owner, resident, or their guests.

SECTION 5.19 Vehicles, Boats, Campers, and Other RVs. The use of all vehicles, including, but not limited to, automobiles, trucks, bicycles, ATVs, and motorcycles, shall be subject to ACC or Board rules, which may prohibit or limit their use thereof within the Subdivision and provide parking regulations and other rules regulating the same. Utility trailers, camping trailers, or other trailers, motorhomes, trucks larger than standard pickups, boats, tractors, campers, commercial vehicles, garden or maintenance equipment, and vehicles other than standard automobiles, when not in actual use, shall be kept at all times in an enclosed structure or screened from the public view behind a gated six-foot (6') tall solid vinyl fence so that all views of the same are obscured. At no time shall any of these vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision. Rear screening may be required on any Lot adjacent to the golf course. The primary purpose of the garage required on each Lot is for the parking of automobiles, recreational vehicles, and storage of personal property, if sufficient room is available after vehicles are parked in the garage. No other use of a garage which prohibits or limits the use of a garage space for the parking or storage for which it is designed shall be permitted, unless for accessory dwelling unit purposes as required by Idaho Code. The Owner of a Lot must provide sufficient garage space or other parking approved by the ACC or Board for all vehicles, RVs, or trailers used by the occupants of the Owner's Lot. No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure.

SECTION 5.20 Garage Doors. Garage doors shall be closed except when in actual use or when opened for a temporary purpose. Garage doors shall be kept in good condition and shall be repaired or replaced if any panels are dented, drooping, unsightly, or inoperable. Windows in garage doors shall be of the style, selection, or specification of the ACC.

SECTION 5.21 Exterior Materials and Colors. All exterior materials, finishes, and colors for all Improvements shall be approved by the ACC and which are compatible with other

buildings on the Lot and on neighboring Lots, so that all such buildings will present a unified and coordinated appearance. The ACC shall have the authority to adopt a list of approved colors, materials, and finishes, but application to the ACC shall still be required, even if a Lot Owner chooses from that list. The exterior of each dwelling unit shall include some brick, stone, stucco, or other distinctive features on the front exposure, in accordance with the ACC Standards. Roofs shall be comprised of architectural composition shingles, selected from the ACC's list of approved shingles, and no gravel roofs shall be permitted. Any exterior finishes, materials, or colors which are not approved by the ACC or compliant with the ACC's pre-existing list of finishes, materials, or colors shall be considered a violation of this Amended Declaration, and the ACC may require the same to be replaced or redone in a compliant manner at the expense of the Builder or Owner. No change shall be made to the exterior finish, material, or color of an existing Improvement after the Initial Construction period without the advance written approval of the ACC.

SECTION 5.22 External Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot, with the exception of temporary use of generators during power outages, without the prior written approval of the Board, which shall not be unreasonably withheld. All air conditioning condensers shall be placed on the side or rear of the dwelling unit, away from the front or street side of the dwelling unit.

SECTION 5.23 Mailboxes. Mailbox stands shall be constructed or installed in compliance with the ACC's standards. After installation, each Builder or Owner shall be responsible to maintain or replace any damaged mailbox stand. Any replaced mailbox stand shall be of same standard and construction as originally installed or as otherwise approved by the ACC.

SECTION 5.24 Fences. No fence, wall, hedge, high planting, obstruction, or other visual or privacy barrier (hereinafter collectively referred as a "fence") of any kind shall be constructed on a Lot unless the plans and specifications, including the location, design, material, height, and color thereof, have been approved in writing by the ACC prior to the construction or installation. It is the intent to create and preserve an open, spacious, and landscaped appearance throughout the Subdivision and all decisions with respect to fences shall be governed accordingly. All fences constructed on a Lot shall comply with the ACC Standards for the applicable Area and the applicable ordinances of City of Nampa; however, the stricter requirement shall govern. No variance from the City of Nampa shall be sought by any Owner without approval from ACC.

All fences or barriers constructed on a Lot shall be subject to the following restrictions:

- (a) No fence shall be permitted to be constructed or installed on any portion of a berm so that it exceeds the height of any fencing on the Common Area.
- (b) No fence shall extend beyond the front setback requirements of the Lot or the dwelling unit on the Lot, nor higher than six feet (6'). Any fences constructed behind the front setbacks and to the rear of a Lot shall be at least four feet (4') high. Exceptions shall only be allowed with the prior written approval of the ACC. The ACC shall have the authority to prohibit fencing on a particular Lot that extends past the front plane of the dwelling unit located on adjacent Lots, in its sole discretion.
- (c) Fences on corner Lots or semi-curved Lots shall be set back from the sidewalk at least ten feet (10'), with a landscaped border approved by the ACC. Said landscaping must be properly maintained and cared for by the Owner to ensure an attractive condition. Heavy

foliage and fences are not allowed to interfere with the vision triangle of traffic on the streets or the ingress or egress from the Lots.

(d) Only quality vinyl or wrought iron fences will be approved by the ACC. The requirements and restrictions for fencing materials may vary within each Area, in the ACC's discretion. Basket-weave fence, lattice fence, horizontal rail fencing or similar types shall not be installed without written ACC approval, and the ACC shall have the right, but not the obligation, to require the Lot Owner to obtain the approval of the Owner(s) of neighboring Lots.

(e) All fences shall be constructed, installed, and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located. Any damaged or dilapidated fencing shall be repaired or replaced to its original design, condition, materials, and color within a reasonable time after any damage or disrepair occurs. The ACC and/or the Board of Directors shall have the complete discretion to determine whether a fence is or is not in good condition or in need of repair or replacement.

(f) No fence shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded Subdivision plat of the Property.

(g) No fence shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots, Common Areas, or streets. No fence shall be allowed that constitutes a nuisance or has an undesirable or noxious effect upon neighboring Lots, in the discretion of the ACC.

(h) All fences constructed or installed on the interior of a Lot, such as dog runs, play areas, etc., which are visible from an adjoining Lot or from any street shall be subject to prior approval by the ACC.

The Board of Directors shall have full authority over the installation of fencing within or at the perimeter of the Subdivision. Lot Owner(s) shall be responsible for the maintenance, repair, and replacement of any and all fencing that is situated along their respective Lot lines.

SECTION 5.25 Landscaping & Storage/Outbuildings. The following provisions shall govern the landscaping of Lots within the Subdivision. Each Lot shall be landscaped per the ACC Standards and in compliance with the requirements noted below. Each Builder or Lot Owner shall be responsible for compliance with the ACC Standards and shall adhere thereto.

(a) Innovative landscape design shall be encouraged, including sculptures, planting areas, berms or other features with screening or bordering of foundations, fences (if any), curbs and other similar elements of the Improvements on the Lot.

(b) Landscaping shall include sod in front and back yards (hydroseeding may be allowed on a case-by-case seasonal basis), one (1) tree of at least one and one-half inch (1½") caliper in the front yard and one (1) shade or flowering tree of at least one and one-half (1½") caliper in the back yard; provided, that evergreen trees of at least five feet (5') in height may be substituted for one (1) of the trees required in either the front or rear yard; front yards shall have shrub beds and one (1) feature bed; at least twelve (12) 5-gallon shrubs of eighteen inch (18") vertical foliage shall be required.

(c) All landscaping shall be irrigated with an automatic underground sprinkler system. Sprinkler systems shall be designed and maintained to prevent excessive watering near foundations, spraying under siding or Improvements, or excessive watering of the property.

(d) All landscaping shall be maintained in a professional manner. All areas adjacent to or within road rights-of-way shall be landscaped and maintained by the Owner(s) of the Lot to which the areas are adjacent. This shall include but not be limited to the area between the sidewalk and curb in the front of each Lot. This area shall be landscaped with one (1) tree (in addition to the trees in subsection (b) above) and sodded with grass by each Lot Owner. The tree must be one of the following species: Royal Red Maple, Emerald Queen Maple, Cimmaron Ash, Skyline Honey locust, and installed in a location as directed by the ACC and in a manner that is compliant with Nampa City requirements.

(e) Unless otherwise provided for or required by the ACC Standards, all required landscaping on a Lot shall be completed before occupancy of the Dwelling Unit by an Occupant. A reasonable extension for weather will be allowed as provided by ACC.

(f) No storage shed or other outbuildings shall be constructed or moved onto a Lot without written ACC approval. No storage shed or other outbuildings shall be allowed to have an area greater than one-hundred and forty (140) square feet of floor space, and no roof, measured at its highest point, shall be higher than one-hundred and nine inches (109") above the ground. No building, including dwelling units, sheds or other outbuilding shall be placed on any berm or raised area. All materials of any such outbuilding shall conform to the construction of the dwelling unit, using similar siding, fascia, roof shingles, exterior color, and the like, as approved by the ACC. No storage shed/outbuildings shall have a driveway access or be used for commercial or dwelling/residential purposes.

SECTION 5.26 Maintenance/General Aesthetics. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

(a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns mowed and trimmed, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut or controlled and otherwise maintain the same in a neat and aesthetically pleasing condition. Any clothes lines or similar clothes-drying installations must not exceed six feet (6') in height and may only be installed behind a six foot (6') tall privacy fence.

(b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.

(c) Any dwelling unit which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration and the ACC Standards.

(d) All structures, improvements, facilities, equipment, personal property, personal effects, objects, and conditions determined by the ACC or the Board, in its sole discretion, to be offensive, inappropriate, or unsightly shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage, and refuse shall be kept

at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.

(e) No articles, goods, machinery, materials, garbage cans, trash, or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right of way or otherwise kept in the open or exposed to the public view or neighboring Lots.

(f) Any event or condition on a Lot which, in the sole discretion of the ACC or The Board, creates an unsightly, blighting, offensive, or inappropriate influence, shall be corrected, removed, or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such an event or condition may not be specifically described and/or prohibited in this Master Declaration or the ACC Standards.

(g) In the event that any Owner shall permit any Improvements, including any landscaping or drainage swale, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the ACC or the Board, upon ten (10) days prior written notice, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing same, and such Owner shall promptly reimburse the Association for the cost thereof. All cost and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due shall become a part of the Owner's assessment obligation as described in this Master Declaration. Each Owner shall pay all amounts due for such work within ten (10) business days after the receipt of written demand therefor.

(h) By design and requirement of the City of Nampa, the streets are improved with a landscape area in the front of most Lots between the curb and detached sidewalk. Each Lot Owner(s) shall improve and maintain this area. Any Drainage Swale shall not be filled, nor any structure, concrete, paving, or similar modification be made or placed thereon, nor shall any vehicles be permitted to park on any part of said Drainage Swale.

SECTION 5.27 Swimming Pools, Sports Pads, Recreation Equipment.

(a) Swimming Pools/Hot Tubs. Lot Owner(s) shall be required to install and maintain any swimming pool/hot tub on their Lots appropriately so as not to be a hazard or nuisance to adjacent Lot Owner(s). The use thereof shall be limited to normal hours and must comply with community standards. Either city-approved perimeter fencing of either privacy materials or wrought iron, or a proper safety cover shall be installed prior to use of such pool/hot tub, as approved by the ACC. Lot Owner(s) shall not rent out their pool or hot tubs, or otherwise charge or collect a fee for the use of the pool or hot tubs.

(b) Specialty concrete pads may be installed for sports or recreational use, pursuant to ACC approval. The use of such facilities shall be limited to normal hours and shall conform to community standards. No portable basketball or other recreational standard shall be placed upon the sidewalk or street.

(c) No recreational or sports equipment shall be mounted to the front of the dwelling unit or garage. Any free standing or portable recreational or sports equipment shall be maintained in good order and kept in an aesthetically pleasing manner.

Landscaping should be incorporated to help shield or minimize the visual impact of such equipment.

SECTION 5.28 Subdividing. No Lot may be further subdivided, nor may any easement or any other interest therein less than the whole be conveyed by the Owner thereof. Minimal boundary line adjustment agreements shall not be considered subdivision within the meaning of this provision, provided, however, that all applicable City of Nampa ordinances have been complied with and any necessary City approval has been obtained.

SECTION 5.29 Combined Lots. Adjoining Lots which are owned by the same record Owner may be combined into a single Lot, so long as all City or County requirements are met. All costs associated with such combination shall be the responsibility of the Lot Owner, including any that may be incurred by the Association in assisting the Owner in facilitating the combination or updating the Association's records as a result of the combination.

SECTION 5.30 Easements. There is hereby reserved for the use and benefit of the Association and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, as well as their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, with said easements so designated on the recorded plat(s) for the Subdivision.
- (b) For the purpose of permitting the Association, its contractors, or its agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace, and restore landscaping and other Improvements within the Common Area or otherwise under the control or ownership of the Association.
- (c) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1 '), between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owner(s) shall not be altered in any way by said encroachments, settling, or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (d) The Owner(s) of those Lots containing gravity irrigation or storm drain clean out boxes shall keep said boxes accessible at the top of the boxes. This shall not preclude fencing around said box, so long as access is not unreasonably restricted by said fencing.
- (e) The easement areas (excluding any equipment or appurtenances owned by the Association or utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.
- (f) No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation of maintenance of the utilities or other facilities, if any, located thereon or therein.

(g) Common Area Lots, as designated by final Plats and conveyed to the Association, shall be owned and maintained by the Association.

(h) Lots over which irrigation laterals or canals cross shall be dedicated to either the City of Nampa, irrigation district, or Association as provided for in the Development Agreement.

(i) Any additional easements as shown and designated on the recorded Subdivision Plat for the Subdivision shall have full force and effect as if expressly described herein.

ARTICLE VI **The Association**

SECTION 6.01. Organization of the Association. The Hunter's Point Planned Unit Development Homeowners Association, Inc. is an Idaho non-profit corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles of Incorporation, its Bylaws and this Master Declaration. Neither said Articles nor said Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02 Members. Each Owner of a Lot, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association, except in the instance of ownership of more than one (1) Lot. Membership in the Association shall not be assignable, except to a successor-in-interest of the Owner and membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03 Voting. The Association shall have a single class of membership, which shall consist of the record Owner(s) of the Lots within the Subdivision. Members shall be entitled to one (1) vote for each Lot owned.

SECTION 6.04 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By Laws, as the same may be amended from time to time.

SECTION 6.05 Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, Bylaws, or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done under the Articles, By-Laws, or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

(a) Assessments. The power to levy Regular, Special, and Limited Assessments against the Owners and Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration and Idaho law.

(b) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, Master Declaration, or ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof. The Board shall also have the power to impose and collect fines for violations and shall have the right, but not the duty, after proper notice, to enter a Lot to make such repairs or perform such maintenance as may be necessary to correct a non-compliant condition thereon.

(c) Delegation of Powers. The authority to delegate its power and duties to committees, Officers, employees, or to any person, firm, or corporation to act as the Association's manager or representative.

(d) Liability of Board Members and Officers. Neither any member of the Board nor any Officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its Officers, a manager, or any other representative or employee of the Association, or the ACC, provided that said Board member, Officer, manager, or other person has, upon the basis of such information as was available, acted in good faith and without reckless, willful, or intentional misconduct.

(e) Association Rules. The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules may govern the use by the Owner(s) and Occupants or any other person(s) of the Common Areas, establish policies or procedures for the execution of the Association's duties or responsibilities, or to clarify or interpret any of the provisions or restrictions contained in this Master Declaration, provided, however, that the Association's rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws, or this Master Declaration. A copy of Association's rules as they may from time-to-time be adopted, amended, or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings, said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, Bylaws, or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

(f) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way, or fee title in, on, through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof, or for the preservation of health, safety, conveniences, and welfare of the Owner(s), for the purpose of constructing, erecting, operating or maintaining:

(i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling and irrigation water systems, water, heating and gas lines or pipes.

(iii) Any similar public or quasi-public improvements or facilities.

This authority shall likewise allow the Board to negotiate and authorize the settlement and transfer of the Common Areas to a public entity in the event of a pending or inevitable condemnation or takings action, without the necessity of obtaining the approval of the Membership that is otherwise required for the transfer or encumbrance of the Common Areas.

(g) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, assessment, and accounting purposes.

SECTION 6.06 Duties of Association. In addition to the powers delegated to it by the Articles, Bylaws, and this Master Declaration, and without limiting the generality thereof; the Association or its authorized agents, if any, shall have the obligations to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. Perform, or provide for the performance of, the operation, maintenance, and management of the Common Areas and any City of Nampa Greenbelt Areas, including the repair and replacement of property or Improvements thereon changed or destroyed by casualty loss, and all other property owned, operated, or maintained by the Association.

(b) Taxes and Assessments. Pay all real and personal property taxes and assessments which may be separately levied against the Common Areas owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond ensuring payments is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association.

(c) Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas owned by the Association.

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

(i) The Association shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas or property of the Association against loss or damage by fire, lightning, and such other perils as are ordinarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the "special form" causes of loss endorsement, where such is available, issued in the location of the Property, in amounts at all times not less than one hundred percent (100%) of the current insurable replacement cost of such items

(exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage).

(ii) The Association shall purchase broad form commercial general liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and repair of the Property.

(iii) The Association shall obtain and maintain in such amounts and in such forms as it shall deem appropriate coverage against liability of its officers and directors, dishonesty of employees, destruction or disappearance of money or securities, and forgery, but in any event with policy limits for the maximum amount of funds handled by the Association and its agents and representatives, and never for any amount less than the total value of three (3) months' of Regular Assessments, plus reserves, for all Lots subject to assessment under this Master Declaration.

(iv) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies and shall have full power to receive their interest in such proceeds and to deal therewith.

(v) Insurance premiums for any insurance coverage obtained by the Association shall be deemed a common expense to be included in the Regular Assessment levied by the Association.

(e) Identification Signs. Maintain, repair, and replace all permanent entry and special identification signs for the Subdivision, whether the same be located within or without the boundaries of the Subdivision.

(f) Rule Making. Make, establish, promulgate, amend, and enforce the Association's rules.

(g) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, and supervise the Committee as necessary, all subject to the provisions of this Master Declaration.

(h) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be necessary to enforce any of the provisions of this Master Declaration and the Association rules.

SECTION 6.07 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be prepared by the Board and distributed not less than thirty (30) days before the beginning of each fiscal year.

(b) Within sixty (60) days after the close of each fiscal year, the Association, or its agent(s), shall cause to be prepared and delivered to each Owner, a balance sheet as of the

last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VII **ASSOCIATION PROPERTIES**

SECTION 7.01. Use. Each Owner of a Lot, his family, licensees, invitees, lessees, and contract purchasers who reside on the Lot, shall be entitled to use the Association's properties subject to the following:

(a) Articles, Etc. The provisions of the Articles and Bylaws of the Association and this Master Declaration, any applicable Supplemental Declaration, and the rules, regulations, and standards promulgated thereunder. Each Owner, in using the Association's property or Common Areas shall comply with the same.

(b) Dedications. The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in the Subdivision.

(c) Mortgage or Conveyance of Common Areas. Except as provided in Section 7.01(b), no portion of the Common Area shall be mortgaged or conveyed by the Association without the prior approval of at least two-thirds (2/3) of the Members, which approval may be obtained in writing or by a vote of the Members at a meeting called for such purpose.

SECTION 7.02. Damage. An Owner shall be liable for any damages to the Common Area which may be sustained by reason of the negligence, recklessness, or intentional misconduct of said Owner or their family, licensees, invitees, lessees, agents, contractors, or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owner(s) shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Owner's Lot and may be collected as provided in Article VIII, below.

SECTION 7.03. Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association and the Board of Directors shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04. Condemnation. If at any time, any part of a Common Area or other property owned by the Association shall be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensations, damages or other proceeds shall be paid to the Association. The Board of Directors may determine to use the funds to (a) improve other properties of the Association; (b) acquire and/or improve additional properties for the Association; or (c) place the proceeds in the Association's reserve fund.

ARTICLE VIII **ASSESSMENTS**

SECTION 8.01. Covenant to Pay Assessments. Each Owner, by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special, and Limited Assessments or charges made by the Association. ~~All such Assessments, together with interest, late fees, and costs and~~

reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. All such assessments shall be junior and subordinate to the lien of a first Mortgage or first Deed of Trust encumbering the Lot. The personal obligations for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessment shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes, and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal, administrative, management, and accounting fees, and any deficit remaining from previous periods, and the creation and adequate funding of reserve, surplus, and/or sinking fund(s).

The Board may increase the amount of the annual Regular Assessment by up to twenty percent (20%) per calendar year without special advance notice provided to the Owner(s). Increases above that twenty percent (20 %) threshold may be made only after at least thirty (30) days written notice to all Owners specifying the amount of the increase and the reasons therefore.

SECTION 8.03 Transfer Assessment. Upon the sale or transfer of any Lot, a transfer fee shall be assessed by the Association to the Lot, to be paid by the purchaser or transferee. Said transfer fee shall be in an amount determined by the Board of Directors on at least an annual basis, but shall not exceed fifteen percent (15%) of the amount of the Regular Assessments for that particular year. Said transfer fee shall be paid and collectable in the same manner as Assessments under the terms of this Master Declaration.

SECTION 8.04 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacements of Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any expenses incurred or to be incurred as provided in this Master Declaration.
- (b) To cure a default in the common and ordinary expenses of the Association for which Repair Assessment for a given calendar fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.05 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property, if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been sent by the Board to said Owner. In the event of an emergency, the Board may dispense with the written notice requirement contained herein, with the Owner being provided reasonable notice afterwards. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorney's fees, arising out of or incident to such maintenance and repair and the Assessment thereof.

(b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC or the failure or refusal of an Owner to correct a violation of this Master Declaration or the ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. This shall include amounts to reimburse the Association for costs incurred in bringing the Member and/or the Member's Unit into compliance with the provisions of this Amended Declaration or the ACC Standards, including legal action. The cost of such corrective action, together with interest, related expenses and attorney's fees shall be assessed and collected as set forth in Article IX of this Master Declaration.

(c) Other Purposes. In the event that an Owner causes the Association to incur any extraordinary costs, such as attorneys' fees or extra management fees, those costs shall be charged, in the discretion of the Board, to the Owner who caused them to be incurred and his Lot. In the event an Owner, their family, visitors, guests, tenants, agents, or licensees, causes any damage to the Common Areas, the costs of repair of said damage shall be the responsibility of the Owner and charged to his Lot. Such Limited Assessments shall not be made until the Owner(s) of said Lots have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

(d) Violation Fines. Violation fines or monetary penalties may be imposed against an Owner and/or his or her Lot, after proper notice and opportunity for a hearing, for the violation of the terms of this Master Declaration, the ACC Standards, and/or the Association's Rules and Regulations.

SECTION 8.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07 Assessment Due Date. The due dates for Regular, Special, and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08. Interest and Penalties. Any Regular, Special, or Limited Assessment levied by the Association, if not paid when due, shall bear interest at an annual rate as shall be set by the

Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional late fees or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional late fees or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09 Estoppel Certificate. The Association, within five (5) business days of a written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of such Association, a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

ARTICLE IX

ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The Association has the right to collect and enforce its Assessments and other charges, including violation fines and attorneys' fees, as well as any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment and charge provided for in this Master Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, each Owner agrees to pay the attorneys' fees and costs or collection agency fees incurred by the Association, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owner(s) to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Subdivision pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or Deed of Trust, duly recorded in Canyon County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

SECTION 9.03. Notice of Assessments. If an Owner fails to pay an Assessment within fifteen (15) days of its due date, the Association shall prepare a written Notice of Assessment Lien setting forth the type of Assessment, the amount of the Assessment, the due date thereof: including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by an officer, the manager, the accountant or legal counsel of the Association, acknowledged by a Notary Public and recorded in the office of the Canyon County Recorder. Such lien shall be mailed to the Owner, via certified mail, within five (5) days of its recordation. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessments herein created may foreclosed by the Association. In any such foreclosure action, the Owner shall be required to pay the costs and expense of such proceedings, including all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure action. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05. Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice as the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06. Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05 above. The duty to give such Notice shall arise only after the Mortgagee furnishes to the Association written notice of Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- c) The name and address of the Owner;
- d) The date the lien of the Mortgage was filed of record in Canyon County, Idaho, and the instrument number thereof;
- e) The maturity date of the obligation secured by said Mortgage lien;
- f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- and g) the signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of \$25.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment liens described in Section 9.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 9.07. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE

SECTION 11.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as provided herein. At least one member of the ACC shall be a member of the Board of Directors. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 11.02. Appointment. All members of the ACC shall be appointed or removed by the Board, in the Board's complete and absolute discretion. Any action of the ACC shall require the approval of a majority of the members of the ACC and must be executed in writing in order to be effective.

SECTION 11.03. Compensation. The members of the ACC shall not receive any compensation for services rendered but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder, except as provided for herein.

SECTION 11.04. Non-Liability. Neither the ACC or any member thereof, or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner, or any other person for any loss, damage, or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence, or enforcement arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC or any member thereof, or any officer, partner, employee, agent, successor or assign thereof to recover such damages. The approval of the ACC shall in no way be interpreted, intended, guaranteed, relied upon, or referenced as a guarantee or warranty as to the soundness, effectiveness, proper design, or code compliance of the approved Improvements or modifications thereto.

SECTION 11.05. Approval Required. No construction, installation, placement, relocation, resurfacing, replacement, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision without the prior express written approval of the ACC.

SECTION 11.06. Variances. The ACC may authorize variances from compliance with the requirements of any of the relevant conditions and restrictions contained in this Master Declaration, the ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics, or environmental considerations or hardships may so require. Such variances must be evidenced in a writing signed by a least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, ACC Standards, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the ACC Standards for any purpose except as to the particular subject matter of the variance and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the applicable ordinances of the City of Nampa, Idaho.

SECTION 11.07. Application. To request ACC approval for the construction, installation, placement, relocation, resurfacing, replacement, alteration, modification, removal or demolition of any Improvements within the Property, the Owner or prospective Owner shall submit a written application in a form required by the ACC, which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereinafter provided.

All applications must contain, or have submitted therewith, two (2) copies of each of the following (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

(a) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.

(b) Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, southeast and west sides, and detailed specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.

(c) Landscape Plan. A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berm and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways if required by the ACC.

(d) Evidence of Cost. Such evidence of the cost of the Improvements as shall be satisfactory to the ACC to assure compliance with the requirements of Section 5.03 of this Master Declaration.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 11.08. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design

and appearance and be of the quality required to maintain the Subdivision as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within thirty (30) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval, a request for further information, or a denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated with a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial. All denied applications shall be resubmitted prior to commencement of construction. In the event the ACC denies an application more than twice, the ACC shall be able to assess a review fee of \$100.00 for the additional time of processing each additional submittal.

SECTION 11.09. Inspection and Complaints. The ACC is empowered to inspect all work on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating from it or is violating this Master Declaration or the ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainants") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violations and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violations, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 11.10. Hearing. An Owner submitting an application under Section 11.07, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing unless the ACC shall extend said period of time because of the

unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless the Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.12, below.

SECTION 11.11. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.10, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Board within (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members or the Owner or Complainant. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing, the Owner, Complainant, if any, and the ACC, together with their representative and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC

members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.12, below.

A decision of the Board regarding an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 11.12. Enforcement. The Board of Directors shall have the authority to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Subdivision, the continuation of which violates the provisions of this Master Declaration, the ACC Standards, or the approved plans and specifications, as reported by the ACC. The Board shall have right to post or paint a stop work order or notification on the Improvements delineating the violation. The Board shall have the right to act without notice to stop, halt, or remove a violation if within its sole discretion and judgment it is deemed necessary to act expeditiously to prevent further problems, costs, injury, or there appears to be a willful disregard of ACC Standards, the ACC's decisions, or this Master Declaration. In such case, written notice shall still be given after the action taken, explaining both the action and violation.

SECTION 11.13. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

SECTION 11.14. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Section and 11.13 above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 11.15. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute unless the Board in its sole discretion determines the interests of the Association or a substantial number of the Owners would be benefited thereby.

ARTICLE XII **ANNEXATION**

SECTION 12.01. Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Master Declaration by the Association at any time, with the approval of the Owners of at least two-thirds (2/3) of the Lots within the Subdivision. To annex additional property to the Subdivision, the Association, after proper approval is obtained, shall record an amendment to this Master Declaration which shall specify the annexation of the additional property to the Subdivision and which may supplement this Master Declaration with addition or different covenants and restrictions applicable to the annexed property, and may delete or modify as to such annexed property such covenants as are contained herein which are deemed not appropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section.

ARTICLE XIII **PROTECTION OF MORTGAGEES**

SECTION 13.01. Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") to participate in the financing of the purchase of Lots within the Subdivision, the provisions of this Article are added thereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 13.02. Restrictions on Amendments. No amendments of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 13.03. Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA and VA, as described in Section 13.01, above.

SECTION 13.04. Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 9.06, above, shall be given written notice by the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Declaration and under any Supplemental Declaration applicable to the Lot, the Articles or the Bylaws of the Association (hereinafter collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Association has notice of such default

SECTION 13.05. Exemption from Prior Assessments. Each Mortgagee which comes into possession of a Lot by virtue of foreclosure or otherwise shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgagee comes into possession.

SECTION 13.06. Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within the Subdivision, neither the Association nor the Owners shall:

(a) By act or omissions seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area which are owned, directly or indirectly, by the Association, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Association shall not be deemed a transfer within the meaning of this Section.

(b) Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 13.07. Restrictions or Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within the Subdivision, neither the Association nor the Owners shall:

(a) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of Improvements on Lots within the Subdivision, the exterior maintenance of said Improvements or the maintenance and upkeep of Landscaping within the Subdivision.

(b) Fail to maintain fire and extended coverage insurance on insurable Improvements within the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(c) Use hazard insurance proceeds for losses occurring within the Common Areas for any purpose other than the repair, replacement or reconstruction thereof.

(d) Abandon or terminate the covenants, conditions, restrictions and easements of this Master Declaration or any Supplemental Declaration.

(e) Make any material amendment to this Master Declaration or any Supplemental Declaration or to the Articles or By-Laws of the Association.

For the purposes of this Section, the Association shall provide notice to all Mortgagees at the time of any proposal or action which may require the approval of the Mortgagees, and if, after the passage of thirty (30) days from the delivery of such notice, the Mortgagee has not returned a written approval or disapproval of such proposal, the Mortgagee shall be deemed to have consented to and approved the proposal or action.

SECTION 13.08. Rights to Inspect Books. Etc. Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association, as defined and limited by the Idaho Non-Profit Corporation Act, during normal business hours; (ii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 13.09. FNMA and GNMA Insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and

fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within the Subdivision, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 13.10. Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA, VA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgagees encumbering Lots within Improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sellers of this Lots if such agencies approve the Subdivision as a qualifying Subdivision under applicable policies, rules and regulations as adopted from time to time.

SECTION 13.11. Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consent thereto.

SECTION 13.12. Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, grantees or insures a Mortgage on a Lot within the Subdivision and then only to the extent the same are required by said purchaser, guarantor or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA, or VA do not require, as a condition of approval of the Subdivision as a qualifying Subdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

ARTICLE XIV MISCELLANEOUS

SECTION 14.01. Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2050, unless amended as provided hereafter. After December 31, 2050, said covenants, conditions, restrictions, and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least two-thirds (2/3) of the Lots covered by this Master Declaration and such written instrument is recorded with the Canyon County Recorder.

SECTION 14.02. Amendments. Except where a greater percentage is required by express provision in this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, owning at least two-thirds (2/3) of the Lots covered by this Master Declaration. Such amendment shall be effective upon its recordation with the Canyon County Recorder.

SECTION 14.03. Books and Records. All books, records, and minutes of the Board and all other books and records maintained by the Association, as defined and limited by the Idaho Non-Profit Corporation Act, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a Member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 14.04. Non-Waiver. The failure of the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as waiver or relinquishment for the future of such covenant, condition, restrictions, easement or other provisions, but the same shall remain in full force and effect.

SECTION 14.05. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 14.06. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance of malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approve such settlement or reimbursement as being in the best interest of the Association or Owners.

SECTION 14.07. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail, unless otherwise allowed under the provisions of the Bylaws. If delivery is made by 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, to the address of the Owner on record with the Association.

SECTION 14.08. Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth herein and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof. Any typographical error shall not be used to construe a different interpretation from the context thereof.

SECTION 14.09. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Hunter’s Point Planned Unit Development Homeowners Association, Inc. and its Members, who are the record Owners of the Lots within the Hunter’s Point Planned Unit Development Subdivision, have executed this Amended Master Declaration as of the day and year written below.

CERTIFICATION OF PRESIDENT AND SECRETARY

We, the undersigned, do hereby certify:

- 1. That we are the duly appointed and acting President and Secretary of the Board of Directors of the Association, which is an Idaho Non-profit Corporation; and
- 2. That the requirements to amend the Original Master Declaration have been properly fulfilled in full compliance with Article XV, Section 15.02(b) of the Original Master Declaration.
- 3. That the foregoing Master Declaration constitutes a valid amended and restated declaration, approved by the Owners of at least two-thirds (2/3) of the Lots within Subdivision, as Members of the Association, via written consent or vote.

Dated this ___ day of _____ 2025.

President

Secretary

STATE OF IDAHO)
) ss.
County of _____)

On the ___ day of _____, 2025, personally appeared before me
_____ and _____,

who by me being duly sworn, did say that they were the President and the Secretary of the Association, and that the foregoing instrument was adopted by said Association by authority of the consent of its members.

Notary Public
Residing in _____

My commission expires: _____