

DECLARATION
OF
COMMON MAINTENANCE
AGREEMENT
FOR
THE BOULEVARD AT HARRIS RANCH

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**DECLARATION OF
COMMON MAINTENANCE AGREEMENT
FOR
THE BOULEVARD AT HARRIS RANCH**

This Declaration of Common Maintenance Agreement for The Boulevard at Harris Ranch (this "**Declaration**") is made effective as of this 14 day of July 2015 by TAHOE HOMES, LLC, an Idaho limited liability company ("**Grantor**").

WHEREAS, Grantor owns the lots legally described as follows, which lots are sometimes referred to herein individually as a "**Lot**", in groups as the "**Lots**," and collectively as the "**Community**":

Lots 1 through 6 in Block 1, Lots 1 through 8 in Block 2, Lots 1 through 7 in Block 3, Lots 1 through 8 in Block 4, Lots 1 through 8 in Block 5 of Dallas Harris Estates Townhomes Subdivision No. 1, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book 188 of Plats at Pages 15274-15279 and

Lots 1 through 8 in Block 6, Lots 1 through 21 in Block 7 and Lots 1 through 8 in Block 8 of Dallas Harris Estates Townhomes Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book 188 of Plats at Pages 15280-15284.

WHEREAS, Grantor desires to execute and record this Declaration to set forth a common maintenance scheme designed to protect, enhance and preserve the value, desirability and attractiveness of the Community.

NOW, THEREFORE, Grantor hereby declares that the Community, and each Lot or portion therein, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved in accordance with this Declaration, which is hereby declared to be in furtherance of a general plan to enhance the value, desirability and attractiveness of the Community. This Declaration shall run with the land and shall be binding upon, and inure to the benefit of, any person or entity having or acquiring any right, title or interest in any Lot, and their successors-in-interest.

**ARTICLE 1
DEFINITIONS**

"**Assessments**" mean the Regular Assessments, Special Assessments and Limited Assessments, and together with any late charges, interest and costs incurred in collecting the same, including attorneys' fees.

"**Association**" means The Boulevard at Harris Ranch Association, Inc., an Idaho nonprofit corporation.

"**Board**" means the Board of Directors of the Association.

"**Claim**" shall have the meaning set forth in Section 6.1.

“**Common Wall**” shall have the meaning set forth in Article 3.

“**Community**” shall have the meaning set forth in the first recital of this Declaration.

“**Community Documents**” shall mean this Declaration, the Articles, the Bylaws, the Community Rules and any other procedures, rules, regulations or policies adopted under such documents by the Association. In the event of any conflict between this Declaration and any other Community Documents, this Declaration shall control.

“**Community Rules**” shall have the meaning set forth in Section 2.6.1.

“**Declaration**” means this Declaration of Common Maintenance Agreement for The Boulevard at Harris Ranch.

“**Expenses**” shall have the meaning set forth in Section 5.2.

“**Fine**” shall mean a sum imposed by the Board as punishment for any violation of the Community Documents. A Fine shall not include any sums to be recovered as reimbursement for attorneys’ fees or other expenses incurred to cure or remedy any violation of the Community Documents.

“**Grantor**” shall have the meaning set forth in the introductory paragraph of this Declaration.

“**Initial Development Period**” shall have the meaning set forth in Section 7.1.

“**Landscape Care Standards**” shall have the meaning set forth in Section 4.1.

“**License Agreement**” means that certain License Agreement between the Association and Ada County Highway District dated June 3rd, 2015 and recorded in the real property records of Ada County, Idaho in ~~Book 111 of Plats at Pages 111111+111111~~, as instrument no. 2015-048217.

“**License Area**” means that portion of the alley to be landscaped and maintained by the Association pursuant to the License Agreement.

“**Limited Assessment**” shall mean a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration.

“**Lot**” shall have the meaning set forth in the first recital of this Declaration.

“**Maintenance Standards**” shall have the meaning set forth in Section 4.2.

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

“**Occupant**” means any resident or occupant of a Lot.

“**Owner**” means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

“**Regular Assessment**” shall mean the portion of the costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

“**Released Party**” shall have the meaning set forth in Section 2.8.

“**Special Assessment**” shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 2 THE BOULEVARD AT HARRIS RANCH ASSOCIATION

2.1 **Organization of the Association.** Grantor has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

2.2 **Membership.** Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a member of the Association, and no Owner shall have more than one membership per Lot in the Association. Memberships in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Membership in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of the Lot that such membership is appurtenant to. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

2.3 **Membership Meetings; Voting.** The Association shall hold an annual members meeting and periodic special meetings as set forth in the Community Documents. Each Owner shall be entitled to one vote as a member in the Association for each Lot owned by that Owner (subject to Grantor’s rights during the Initial Development Period).

2.4 **Board of Directors.** The business and affairs of the Association shall be managed by the Board. The Board shall consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor shall have the exclusive right to appoint, remove and replace directors at anytime and from time-to-time in Grantor’s sole discretion. After the Initial Development Period, the Owners shall have the right to appoint, remove or replace directors as provided in the Community Documents. Any vacancy on the Board may be filled by majority vote of the remaining Directors, through a special election at any meeting of the Board.

2.5 **Delegation of Authority.** The Board may at any time (and from time-to-time) delegate all or any portion of its powers and duties to committees, officers, employees or to any person or entity to act as manager. The Association shall contract for the services of a professional management entity to manage the day-to-day affairs of the Association; provided, however, such entity shall be same professional management entity retained by the Master Association (as identified in Section 2.6.11.1) so long as such entity can be retained on commercially reasonable terms. No such employment or contract shall have a term of more than two (2) years. If such manager is Grantor or Grantor’s affiliate, such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee so long as the Association provides at least thirty (30) days’ prior notice of termination.

2.6 **Powers of the Association.** The Association shall have all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for or

incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.6.1 Community Rules. The power and authority to adopt, amend and repeal such rules and regulations as the Association deems reasonable and appropriate to govern the Community, including rules and regulations regarding (a) the use of irrigation system, (b) imposition of Fines for violation of Community Rules (subject to applicable law, such as Idaho Code § 55-115), and (c) procedures in the conduct of business and affairs of the Association (the “**Community Rules**”). Except when inconsistent with this Declaration, the Community Rules shall have the same force and effect as if they were set forth in and were made a part of this Declaration.

2.6.2 Improvements. The power and authority to construct, install, maintain, repair, replace and operate any landscaping or improvements in the License Area, public rights-of-way serving the Community or any other location in the vicinity of the Community.

2.6.3 Entry onto Lots. The power and authority to enter upon any Lot (but not inside any building constructed thereon) to perform any of its obligations under this Declaration, and otherwise in the event of any emergency involving potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner of such Lot as practical under the circumstances, and any damage caused thereby shall be repaired by the Association.

2.6.4 Reserves. The power and authority to establish and fund such operation, maintenance, repair, replacement and capital reserves as the Board deems necessary or prudent.

2.6.5 Taxes. The power and authority to pay any taxes and assessments levied against the Association, including property, income, revenue, corporate or other taxes.

2.6.6 Enforcement. The power and authority at anytime and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce or remedy any breach or threatened breach of the Community Documents. The power of enforcement includes:

2.6.6.1 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Community Documents.

2.6.6.2 The right to perform any duty or obligation of an Owner under the Community Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner shall immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association shall provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than five (5) days and no more than thirty (30) days) to cure prior to exercising its power and authority hereunder.

2.6.6.3 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance shall not waive any element of the Declaration for any purpose except as to the particular Lot and the particular provision covered by the variance. Approval of a variance shall not affect the

Owner's obligation to comply with the other elements of this Declaration or any element of applicable law.

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association shall be entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.6.7 *Insurance.* The power and authority to obtain such bonds and insurance as may be required by applicable law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by Grantor, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

2.6.7.1 Casualty insurance on all insurable personal property and improvements owned by the Association or for which the Association bears risk of loss, which insurance shall be for the full replacement cost thereof without optional deductibles;

2.6.7.2 Worker's compensation insurance and employer's liability coverage as required by law;

2.6.7.3 Broad form comprehensive public liability insurance insuring the Association, the Board and their respective agents and employees against any liability incident to the Association's operations, which insurance shall be for not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars (\$1,000,000) per occurrence with respect to property damage; and

2.6.7.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

2.6.8 *Financing.* The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

2.6.9 *Estoppel Certificates.* The power and authority to execute a written statement stating (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Lot is in default of this Declaration; (b) the dates to which any Assessments have been paid by a particular Owner, and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or mortgagee of such Owner's Lot, but only to the extent such prospective purchaser or mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

2.6.10 *Improvements in the Public Right-of-Way.* The power and authority to enter into license agreements with the Ada County Highway District (or assume the duties and obligations

under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips)

2.6.11 *Appointment of Delegates.*

2.6.11.1 The Association shall have the power to designate and remove one delegate to the Harris Ranch Master Owner's Association, Inc. from each part of the Community (i.e., one delegate from Dallas Harris Estates Townhomes Subdivision No. 1 and one delegate from Dallas Harris Estates Townhomes Subdivision No. 2) in the manner provided in Section 7.4 of that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1) dated October 7, 2010, and recorded October 8, 2010, as Instrument No. 110094904, as amended.

2.6.11.2 The Association's power to appoint delegates pursuant to this Section shall commence upon Grantor's recordation deeds to seventy-five percent (75%) of the Lots in the original phase of the Community (i.e., the Community as it exists on the date of the recordation of this Declaration, and not as it may exist after annexation of lands pursuant to Article 9) to the first purchasers thereof after completion of a single-family townhomes thereon. To the extent lands located north of E. Parkcenter Boulevard are annexed into the Community in the future, such lands shall be part of Dallas Harris Estates Townhomes Subdivision No. 1 for purposes of appointment of a delegate. To the extent lands located south of E. Parkcenter Boulevard are annexed into the Community in the future, such lands shall be part of Dallas Harris Estates Townhomes Subdivision No. 2 for purposes of appointment of a delegate.

2.6.12 *Other.* Such other and further powers as the Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Community Documents and applicable law.

2.7 Association Records; Owner Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to (a) notice to be given to the custodians of the records by persons desiring to make the inspection, (b) hours and days of the week when such an inspection may be made, and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.7. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

2.8 Immunity; Indemnification. Each Owner understands and agrees that Grantor, the Association, the Association's manager (if any) and the directors, officers, agents, employees and committee members of any of them (each individually a "**Released Party**") shall be immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend and hold each Released Party harmless from any

action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association shall not be obligated to indemnify, defend and hold harmless any Released Party for its own gross negligence or willful misconduct.

ARTICLE 3 COMMON WALLS

The residential dwellings constructed on each Lot shall be townhouses separated by common wall assemblies that meet the requirements for townhouses under applicable laws, including the International Residential Code (the "**Common Wall**"). Each townhouse dwelling shall be constructed such that all of its structural elements are located entirely on its Townhouse Lot, including the portions of the Common Wall that such townhouse dwelling uses for structural and lateral support (provided, however, lateral ties are allowed as permitted by law). Each Owner shall be responsible for maintaining, repairing and replacing that portion of the Common Wall that is located on such Owner's Lot such that it remains in good condition free of structural defects. If such Owner's portion of the Common Wall is damaged by any cause (casualty or otherwise) such Owner shall promptly restore such portion of the Common Wall in a safe and lawful condition. Subject to the Community Rules, there shall be reciprocal easements of ingress and egress for each Owner of a Townhouse Lot over the adjacent ten (10) feet of adjoining Townhouse Lots (but not inside of any townhouse dwelling) for reasonable and necessary maintenance and repair of the Common Walls.

ARTICLE 4 COMMON MAINTAINCE OBLIGATIONS

4.1 **Landscaping.** The Association shall care for and maintain the landscaping and irrigation system in the License Area and the front yard (and side yard for corner Lots) of each Lot in accordance with the standards promulgated by the Board from time-to-time, which shall be in accordance with any applicable legal requirements (e.g., applicable laws, Harris Ranch Review Board requirements and, where applicable, ACHD requirements) (the "**Landscape Care Standards**"). "Care and maintenance" shall include (a) weeding, cutting, trimming, aerating and fertilizing ordinary landscaping, as well as removing and replacing diseased and dead landscaping; (b) operating an automatic sprinkler system for ordinary landscape maintenance; (c) inspections, maintenance and repair of the irrigation system as is customary or necessary to maintain the manufacturer's warranties applicable thereto; and (d) replacement of irrigation system and related components in accordance with the Landscape Care Standards. "Care and maintenance" do not include the repair or replacement of any landscaping or sprinkler system that is damaged or destroyed by any casualty event, abuse, misuse or vandalism. For purposes of this Declaration, unusual or excessive damage or death of landscaping shall be presumed to be abuse, misuse or vandalism. The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping, sprinkler system or other improvement damaged by casualty events, abuse, misuse or vandalism. No Owner shall modify any portion of the landscaping and irrigation system on such Owner's Lot without the prior written approval of the Association (which approval the Association shall grant only if the Association has approval of the Harris Ranch Review Board).

4.2 **Roof, Rain Gutters and Exterior Walls.** The Association shall maintain the roof, rain gutters, soffits and exterior walls of the townhome structure on each Lot in accordance with the standards promulgated by the Board from time-to-time (the "**Maintenance Standards**"). Such maintenance shall include (a) periodic inspections and touch-up of exterior wall paint to address ordinary wear; (b) repainting of the exterior in accordance with the schedule in the Maintenance Standards (i.e., which is anticipated to be around every ten years), which repainting shall be limited to the paints and color schedules approved by the Association; (c) inspections, maintenance and repair of roofs and rain gutters as is customary or necessary to maintain the manufacturer's warranties applicable thereto; and (e)

replacement of roofing materials (but not roof structure) and rain gutters in accordance with the Maintenance Standards. The Associations obligations do not include (i) the maintenance, repair or replacement of any windows, doors, lights, vents, hardware, planter boxes or any other element of a Lot other than the roof, soffits, rain gutters and exterior walls; (ii) the repair or replacement of any element of the roof, rain gutters and exterior walls that is damaged or destroyed by a casualty event, abuse, misuse or vandalism; (iii) the maintenance, repair or replacement of any roof, rain gutter, soffit or exterior wall material that is not a standard material included in the Maintenance Standards; or (iv) removal of leaves, plant material or other debris from roofs and rain gutters. For purposes of this Declaration, unusual or excessive damage shall be presumed to be abuse, misuse or vandalism. The Association may charge the Owner of any Lot for the cost of repairing or replacing any element of the roof, rain gutter or exterior walls damaged by abuse, misuse or vandalism.

4.3 **Maintenance Easement.** An easement is hereby reserved to the Association upon, across, over and under the Lots and a right to make such use of the Lots as it may deem necessary or convenient to perform any of its obligations identified in Section 4.1 or Section 4.2, or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Community Documents.

4.4 **Sidewalls.** The Association shall maintain, repair and replace, when necessary, any and all sidewalks in the Community which are not located within Ada County Highway District's right-of-way and which are subject to an easement in favor of Boise City pursuant to Section 7.8 added by the Fifth Amendment to the Supplemental Declaration.

ARTICLE 5 ASSESSMENTS

5.1 **Covenant to Pay Assessments.** Each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Lot pursuant to the Community Documents. Assessments against a Lot shall be a continuing lien on such Lot until paid, whether or not ownership of such Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Lot. Delinquent Assessments related to a Lot shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Community against which each such Assessment or charge is made.

5.2 **Regular Assessments.** Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, duties or obligations under the Community Documents (collectively, the "**Expenses**"). Without limiting the generality of the foregoing, the Expenses shall include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.6;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of all property and improvements owned, managed or maintained by the Association; and

5.2.4 An amount to fund adequate reserves for extraordinary operating expenses, delinquent Assessments, contingent risks (such as indemnification expenses, defense expenses and insurance deductibles), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve. Without limiting the generality of the foregoing, the Association may reserve (and is expected to reserve) sufficient funds such that capital expenses associated with Section 4.1 or Section 4.2 (i.e., repainting and replacement of roofing materials, rain gutters and irrigation systems) will be largely or fully funded by reserves set aside for those purposes.

The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. Each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Lots owned by such Owner by the total number of Lots not then exempt from Assessment.

5.3 **Special Assessments.** If the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses for such calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed to meet the Expenses for such calendar year. Special Assessments shall be levied and paid upon the same basis as Regular Assessments; provided, however, the Association shall, in its discretion, set the schedule under which such Special Assessment will be paid, which schedule may be different than Regular Assessments.

5.4 **Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner (a) for any Fines, fees or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or its tenants, occupants, guests, invitees and contractors to any property or improvements owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Community Documents that benefit such Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

5.5 **Assessment Procedures.** The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, payments on sale of Lots and other matters) shall be as set forth in the Community Documents; provided, however, the Association shall provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). No Fine shall be imposed in violation of Idaho Code § 55-115. Once a Fine is imposed in accordance with Idaho Code § 55-115, the Association may levy a Limited Assessment against the Owner therefor in accordance with this Section 5.5.

5.6 **Assessment Liens.**

5.6.1 **Creation.** 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 such Lot pursuant to the Community Documents, together with interest thereon at the legal rate in Idaho and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against such Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such

claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

5.6.2 *Subordination to First Trust Deeds.* Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for (a) liens which, by law, would be superior thereto and (b) the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.6.2, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

5.7 **Exemptions.** Grantor shall be exempt from Assessments as set forth in Section 7.3.

ARTICLE 6 DISPUTE RESOLUTION

6.1 **Agreement to Avoid Litigation.** The Owners agree that it is in their best interests to provide a fair, impartial and expeditious procedure for the resolution of disputes related to the Community Documents instead of costly, lengthy and unpredictable litigation. Accordingly, the Association and each Owner agree to encourage the efficient resolution of disputes related thereto without the emotional and financial costs of litigation. Accordingly, the Association and each Owner covenants and agrees that any claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Community Documents (a “Claim”) shall be subject to the provisions of Section 6.3 unless exempt under Section 6.2.

6.2 **Exemptions.** The following Claims shall not be subject to this Article 6: (a) any Claim within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less) if such Claim is filed exclusively in such forum; (b) any Claim by the Association to obtain an injunction or other equitable relief to enforce any provision of the Community Documents; and (c) any Claim that is barred by Section 2.8 or otherwise applicable law (e.g., the applicable statute of limitations).

6.3 **Dispute Resolution.**

6.3.1 *Direct Discussions.* Any party having a Claim shall notify the other party(ies) to the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant’s proposed remedy, including the specific monetary amounts (if any) demanded. The parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

6.3.2 *Arbitration.* If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, any party may demand to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) (the “Act”) except as otherwise provided herein.

The arbitrator shall be any independent real estate attorney or retired judge selected by mutual agreement, or in absence of such agreement, as appointed pursuant to the Act. The arbitrator shall set the rules, procedures and schedule for the arbitration, it being the intent of the parties that the arbitration be as expeditious and informal as the nature of the dispute permits. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If any party to the arbitration fails to timely fulfill its obligations to the arbitrator, the arbitrator shall have the power to dismiss such party's Claims or defenses as the arbitrator deems just and appropriate under the circumstances. If the parties to a Claim resolve any Claim through a settlement agreement or arbitration and any party thereafter fails to abide by the terms of the settlement agreement or arbitrator's award, then any other party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 6. In such event, the party taking action to enforce the resolution shall be entitled to recover from any non-complying party all costs and attorneys' fees reasonably incurred in such enforcement.

ARTICLE 7 INITIAL DEVELOPMENT PERIOD

7.1 Initial Development Period. The "Initial Development Period" shall commence on effective date of this Declaration and terminate on the day Grantor (or the assignee of Grantor's rights hereunder) no longer owns any Lots (including Lots annexed into the Community in the future) or on the day Grantor terminates its rights by notice to the Association.

7.2 Community Management. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Grantor to have full management authority for the Community during the Initial Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board at anytime and from time-to-time in Grantor's sole discretion. In furtherance thereof, each Owner hereby appoints Grantor as its proxy with respect to its membership interest in the Association (including voting rights), which proxy shall be coupled with Grantor's interest in the Community and irrevocable during the Initial Development Period.

7.3 Grantor's Exception from Assessments. If Grantor owns any Lots during the first two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Lots owned by Grantor. If Grantor owns at least one Lot during such period, Grantor shall pay the shortfall, if any, in the Operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Lot owned by Grantor.

7.4 **Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument recorded in the real property records of Ada County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned.

ARTICLE 8 TERM

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration shall run until December 31, 2040 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument signed and acknowledged by the president and secretary of the Association certifying and attesting that such instrument has been approved by the vote or written consent of Owners representing sixty-five percent (65%) or more of the total voting power in the Association and such written instrument is recorded with the Ada County Recorder's Office.

ARTICLE 9 ANNEXATION AND DEANNEXATION

Grantor may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration. Such supplement may add or delete covenants, conditions, restrictions and easements applicable to the annexed lands as Grantor may deem appropriate, so long as such additions or deletions do not place an undue burden on the Association or the Community. Upon annexation, Owners within the annexed lands shall become Owners in the Community on equal footing with the then current Owners in the Community, and shall have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing supplement). Grantor shall have the right to de-annex any property owned by Grantor from the Community upon Grantor's recordation of a supplement identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 10 AMENDMENTS

10.1 **Prior to First Deed.** Except as otherwise provided in this Article 10, until the recordation of Grantor's first deed to a Lot, Grantor may amend, supplement or terminate this Declaration by recording a written instrument setting forth such amendment, supplement or termination.

10.2 **Lender Requirements.** Because the availability of government supported financing is key to the success of the Community and to the ability of Owners to finance, refinance and sell their Lots, Grantor shall have the right, power and authority during the Initial Development Period, and the Association shall have the right, power and authority thereafter, to amend or supplement this Declaration as Grantor or the Association deem reasonably necessary to comply with any requirements or conditions necessary to take full advantage of, or secure the full availability of, any financing programs offered or supported by the organizations identified in Section 2.6.8. Any such amendment or supplement shall be effective upon the recording of a written instrument setting forth such amendment or supplement, which instrument shall specifically state that it is an amendment or supplement made under this Section 10.2.

10.3 **By Association.** Except as otherwise provided in this Article 10, any amendment or supplement to this Declaration shall be by an instrument in writing signed and acknowledged by the

president and secretary of the Association certifying and attesting that such amendment or supplement has been approved by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association.

10.4 **Effect of Amendment; Mortgage Protection.** Any supplement, amendment or termination of this Declaration shall be effective upon its recordation with the Ada County Recorder's Office and shall be binding on and effective as to all Owners, whether or not such Owners voted for or consented to such supplement, amendment or termination. Any supplement or amendment may add to and increase the covenants, conditions, restrictions and easements applicable to the Community; provided, however, notwithstanding any other provision of this Declaration, no supplement or amendment shall operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of such amendment or supplement, provided that after foreclosure of any such Mortgage, such Lot shall remain subject to this Declaration as supplemented or amended.

ARTICLE 11 NOTICES

Any notices, consents, approvals or other communications required or permitted by this Declaration shall be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner shall be responsible for ensuring that the Association has such Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Each Owner shall be deemed to have received any notice when such notice is actually received by such Owner (regardless of the method of delivery) or when such notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail shall not be deemed received until three (3) business after posting. The Association shall provide the notices addresses of all Owners to Grantor or any other Owner promptly upon request.

ARTICLE 12 MISCELLANEOUS

12.1 **Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated. 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 each include the masculine, feminine and 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. *In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation such provision shall be given deference so long as the interpretation is a permissible construction of such provision.*

12.2 **Governing Law.** This Declaration shall be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration shall be filed exclusively in the state or federal courts situated in Ada County, Idaho.

12.3 **Severability.** Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.4 **Entire Agreement.** This Declaration is the sole agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

12.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Grantor, the Association and the Owners and not for the benefit of any third party.

12.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration shall in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association shall operate as a waiver thereof, nor shall any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

12.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 6) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein.

12.8 **Consents and Approvals.** Any consents or approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Grantor, the Association or another Owner.

[end of text; signature page follows]

DATED effective as of the year and day first written above.

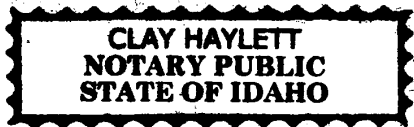
“Grantor”

TAHOE HOMES, LLC, an Idaho limited liability company

By: *Amy Kelley*
Amy Kelley, Manager

STATE OF IDAHO)
 : ss.
County of Ada)

On this 14 day of ~~June~~^{July}, 2015, before me, a Notary Public in and for said State, personally appeared **Amy Kelley**, known or identified to me to be the Manager of **Tahoe Homes, LLC**, an Idaho limited liability company, the person who subscribed said company’s name to the foregoing instrument, and acknowledged to me that s/he executed the same in said company’s name.



Clay Haylett
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 5-17-20

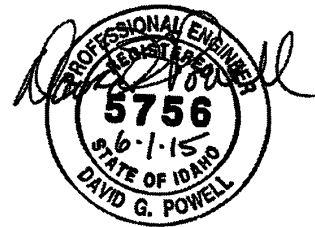
**DALLAS HARRIS ESTATES
TOWNHOMES SUBDIVISION NO. 2**

OPERATION AND MAINTENANCE MANUAL

FOR

**LIGHT AND HEAVY MAINTENANCE OF
STORM WATER FACILITIES**

June 2015



**RIVERIDGE
ENGINEERING
COMPANY**



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Reduced Copies of the Final Plat	Appendix C
Dallas Harris Estates Townhomes Subdivision No. 2 (5 pages)	
Reporting Forms	Appendix D
6-Month Interval Inspection Form Corrective Action Form	

Summary of Operation & Maintenance Responsibilities for Storm Water Drainage Facilities

This manual outlines the responsibilities and duties to be performed by the Dallas Harris Estates Subdivision Master Homeowners Association and the Ada County Highway District for the operation of the “light” and/or “heavy” maintenance of the storm water pipes, structures and ponds, and other drainage and private under drain system related structures located within and for the Dallas Harris Estates Subdivision No. 2, located in Boise, Idaho.

The storm water drainage facilities are located within the Ada County Highway District (ACHD) right-of-way and also within temporary and permanent drainage and access easements that are also dedicated to the ACHD. The primary purpose of these facilities is for storm water collection, conveyance and treatment. There are no anticipated additional structures to be added in and around the retention ponds, such as park benches or additional landscaping that would hinder the light and heavy maintenance of the facilities.

All storm drainage facilities shall be inspected periodically and the “light” maintenance duties outlined below shall be performed as needed. These inspections shall be made at least every six months and immediately following a significant rainfall event (0.25”), or as deemed necessary by the Dallas Harris Estates Subdivision Master Homeowners Association. The designated responsible person for the homeowners association shall be responsible for maintaining 5 years of records that reflect the date of inspection, a summary of areas inspected and a list of all required corrections and heavy maintenance performed. An example form for this record keeping is included in Appendix D.

The private under drain facilities are located within the private building lots with the exception of roadway and alley crossings. The under drain system consists of manholes and piping that collect groundwater and convey away from the project. This entire system is private and owned by the Dallas Harris Estates Subdivision Master Homeowners Association and as owners, they are responsible for all light and heavy maintenance and costs associated with the upkeep of this system.

Light Maintenance Responsibilities of the Dallas Harris Estates Subdivision Master Homeowners Association:

- **Underground Storm Drainage Facilities:** The Dallas Harris Estates Subdivision Master Homeowners Association shall visually inspect catch basins and storm drains for clogging and standing water. The Homeowners Association shall contact and request that ACHD clear and remove any obstructions from these structures.

- **Ponds:**

Observation of all pipes and ponds for sediment buildup and weed control shall be the responsibility of the Homeowners Association. Maintenance and removal of all weeds within the pond bottom and pond banks and removal of silt buildup from the pipe outlets and the bottoms of both ponds is also the responsibility of the Homeowners Association. All of these facilities shall be inspected monthly and after each significant rainfall event by the association for buildup of sediment. During periodic inspections by the association, accumulation of sediment and debris shall be monitored. Accumulations at pipe inlets that may impact the design flow of storm water require removal. The Association will be responsible for the removal of sediment buildup and with notifying and requesting ACHD for the replacement of sand lens that may have been removed with sediment removal.

The attached excerpts (Appendix A) from the construction plans delineate the storm drainage facilities within the project site. All of the storm water facilities have been constructed per the Dallas Harris Estates Townhomes Subdivision No. 2 Construction Plans.

- **Heavy Maintenance Responsibilities:**

Heavy maintenance is defined by maintenance that requires the use of trained personnel and specialized equipment for replacement and repair of structures, vacuuming of piped systems, inlets and manholes, major repair of embankments and siltation removal that requires men and equipment to enter the basins, or the use of excavation equipment and dump trucks.

1. ACHD will be responsible for all heavy maintenance associated with the storm water pipe, pipe outlets to ponds and the replacement of sand lens in pond bottoms as necessary in the 2 ponds south of Honeycomb and Trailwood Avenues.
2. The Dallas Harris Estates Subdivision Master Homeowners Association owns and shall be responsible for all heavy maintenance associated with the private under drain system. Heavy maintenance shall include the cleaning of the pipe system that may be required, due to sediment buildup or other obstructions within the manholes, or pipe system.

See the attached engineering drawings for more information on the drainage facilities, as well as the final plat.

•• **Supplemental Resource Guides:**

In addition to the requirements listed herein, the following supplemental documents are provided by the City of Boise to assist with the proper Best Management Practices for inspection, system clean-up, and system maintenance,

1. **Storm Water Operation and Maintenance – A Resource Guide**
2. **Storm Water – 2004 Boise City Non-Storm Water Disposal Best Management Practices**

These manuals include valuable information as to proper methodology for inspection, identification of problems, such as illicit spills and contamination, and notification of agencies when spills require the assistance of agencies for proper clean-up. For electronic copies of these reports, go to:

<http://www.cityofboise.org/departments/publicworks/services/waterquality/>

•• **In case of emergency, listed below are a few phone numbers for agency contacts:**

Boise Fire Department.....	911
Storm Water Pollution Hotline.....	(208) 395-8888
Boise City Public Works Department.....	(208) 384-3901
Ada County Highway District.....	(208) 387-6280
Idaho Department of Environmental Quality.....	(208) 373-0550

APPENDIX A

**ANNUAL OPERATING AND MAINTENANCE
COST ESTIMATE**

Dallas Harris Estates Townhomes Subdivision No. 2
Estimated Annual Cost for the Homeowners Association
Light Maintenance and Heavy Maintenance of Storm Water and Private Drain Facilities

Date:

Item	January	February	March	April	May	June	July	August	September	October	November	December	Total
Trash Cleanup	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Periodic Inspections*	\$250						\$250						\$200
Miscellaneous Repair Fund**													\$1,000
Estimated Total Annual Budget:													\$3,000

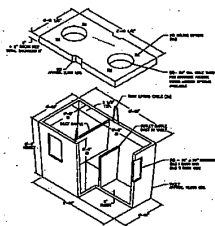
* Assumes an inspection will be performed once every 6 months.
 ** Associated with the wet ponds, outlet structures, overflow channels and the private trench drain.

APPENDIX B

REDUCED DRAINAGE PLANS



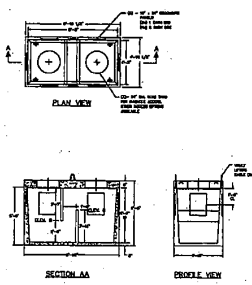
NEW 1,000 GAL. SEDIMENT VAULT
ENVIRONMENTAL 4'-7" x 6'-3" x 5'-7" D VAULT



DETAILS ON BACK
PARTS LIST SEE DRAWING
1999 THE LANE, RAIN, CHAD EMBRY - (202) 448-0778 - 1-800-898-8448 - FAX (202) 448-7100
1999 Patent and design in many other states.



NEW 1,000 GAL. SEDIMENT VAULT
ENVIRONMENTAL 4'-3" x 6'-3" x 5'-7" D VAULT



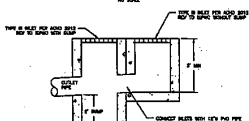
SAND & GREASE TRAP DETAILS

- FOR SECTION FROM TOP OF BOX TO STANDARD MANHOLE FRAME AND COVER, DIMENSIONS OF THE WALLS MAY BE USED.
- CONCRETE SAND (MIL. 100)
- CONCRETE SAND FOR REGIONS GREATER THAN 14"
- MANHOLE FRAME & COVER FOR 60-80" (TYPICAL)
- SAND AND GREASE TRAP SHALL BE A PRECAST 1000 GALLON GREASE TRAP OF GLASS/FRP, OR APPROVED EQUAL.
- SAND AND GREASE TRAP SHALL COME WITH HOOD DEVELOPMENT POINT TYPICAL, SECTION B&C, SHEET 01.

1000 GALLON SAND & GREASE TRAP TABLE

SO #	INLET SIZE (DRAINAGE AREA)	BOX W/ COVER (DRAINAGE AREA)	PIPE SIZE & DIA. (DRAINAGE AREA)	BOX W/ COVER (DRAINAGE AREA)	BOX W/ COVER (DRAINAGE AREA)	TOP OF BOX ELEVATION	Box	Flow VELOCITY
1	18" DIA.	18" DIA.	18" DIA.	18" DIA.	18" DIA.	1.65 DIA.	1.65 DIA.	1.65 DIA.
2	24" DIA.	24" DIA.	24" DIA.	24" DIA.	24" DIA.	1.65 DIA.	1.65 DIA.	1.65 DIA.
3	30" DIA.	30" DIA.	30" DIA.	30" DIA.	30" DIA.	1.65 DIA.	1.65 DIA.	1.65 DIA.

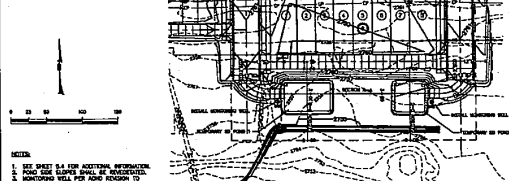
1000 GAL SAND AND GREASE TRAP



TYPE III DUAL INLET
ON BACK

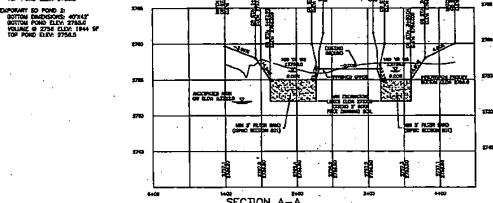
Plans Are Accepted For Public Street Construction
If you are a contractor or engineer, please refer to the notes on the drawing for the latest information regarding the details of this product. The details shown are for general information only and are not intended to be used as a final design without the assistance of a qualified professional.

COPYRIGHT 2010 ODKRESTON PRODUCTS, INC. THIS MATERIAL IS THE PROPERTY OF ODKRESTON PRODUCTS, INC. ANY REPRODUCTION, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF ODKRESTON PRODUCTS, INC. IS STRICTLY PROHIBITED.

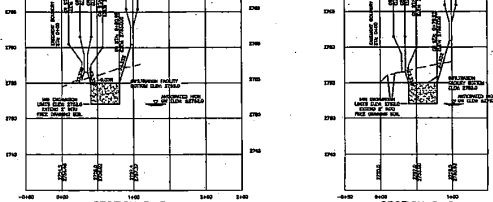


NOTES
1. SEE SHEET 0-1 FOR ADDITIONAL INFORMATION.
2. CONCRETE SAND SHALL BE SUBSTITUTED FOR SAND.

SECTION A-A



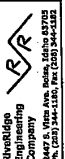
SECTION B-B



SECTION C-C



TEMPORARY STORM DRAIN PONDS

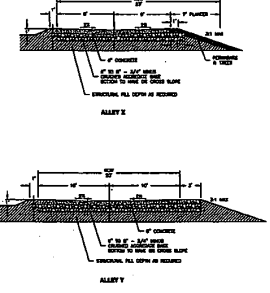
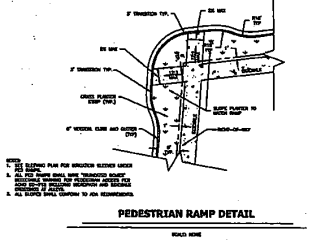
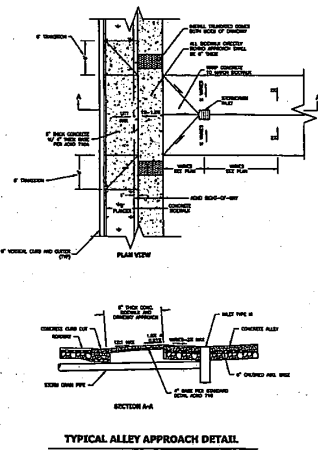


Knowledge Engineering Company
3605 S. Park Ave. Suite 300
Ft. Worth, TX 76106
(817) 343-1234

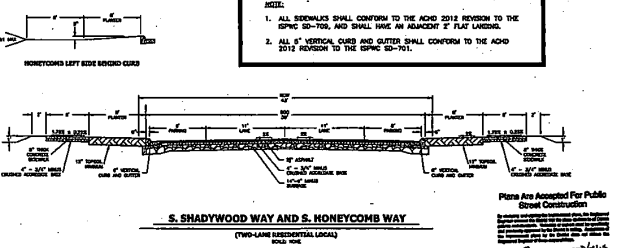
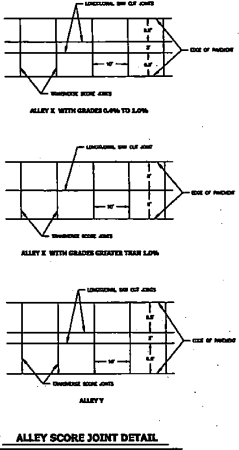
NO.	DATE	DESCRIPTION

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2
STORM DRAIN DETAILS

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- CONCRETE NOTES:**
1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH CONCRETE WITH 4% MINIMUM FIBER CONCENTRATION.
 2. ALL CONCRETE SHALL BE PLACED AND FINISHED TO THE SPECIFIED FINISH.
 3. ALL JOINTS SHALL BE PLACED AT THE SPECIFIED LOCATION AND SHALL BE FINISHED TO MATCH THE ADJACENT AREAS.
 4. ALL CONCRETE SHALL BE PLACED ON A COMPACTED SUBGRADE.
- TWO-LANE CONCRETE ALLEY**
- ROAD SIDE



RA

Harris
Engineering
Company

2442 S. Vester Ave. Suite 201, Dallas, TX 75219
PH: (214) 348-3400, FAX: (214) 348-3312

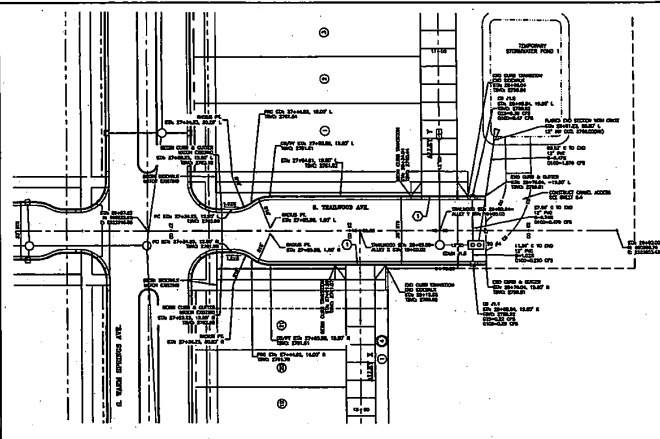
DATE	BY	CHKD	APP'D

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2

ROAD DETAILS

SHEET 54 OF 54

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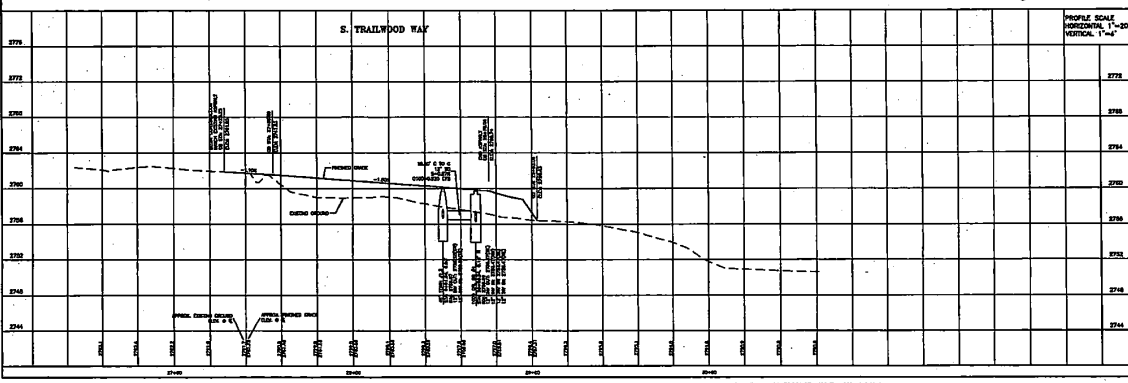
- NOTES**
1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BEFORE ANY CONSTRUCTION.
 2. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 4. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

KEY NOTES

① CONTRACTOR SHALL APPROVE

Plans Are Accepted For Public Street Construction

These plans are accepted for public street construction. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for maintaining traffic control during construction.



Harris Engineering Company
 2442 S. Vista Ave. Tulsa, Oklahoma 74108
 PH: (918) 338-1333, Fax: (918) 338-1334

Professional Engineer
 State of Oklahoma
 License No. 12345

DATE	DESCRIPTION

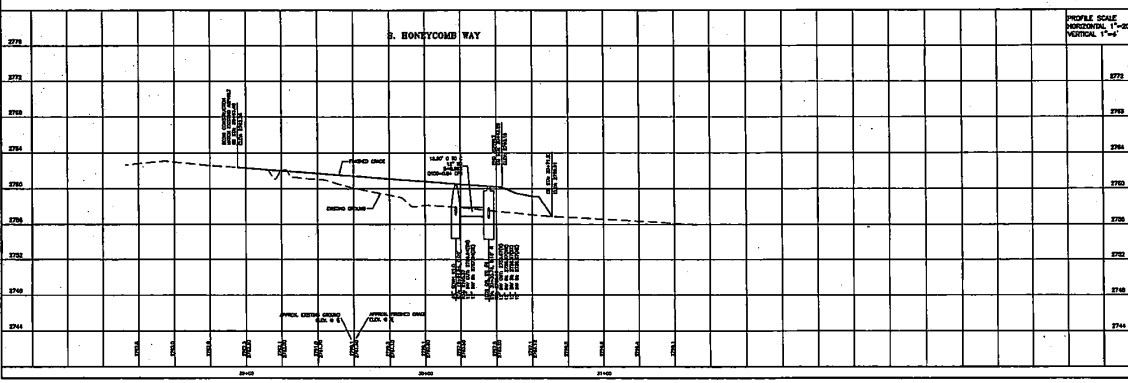
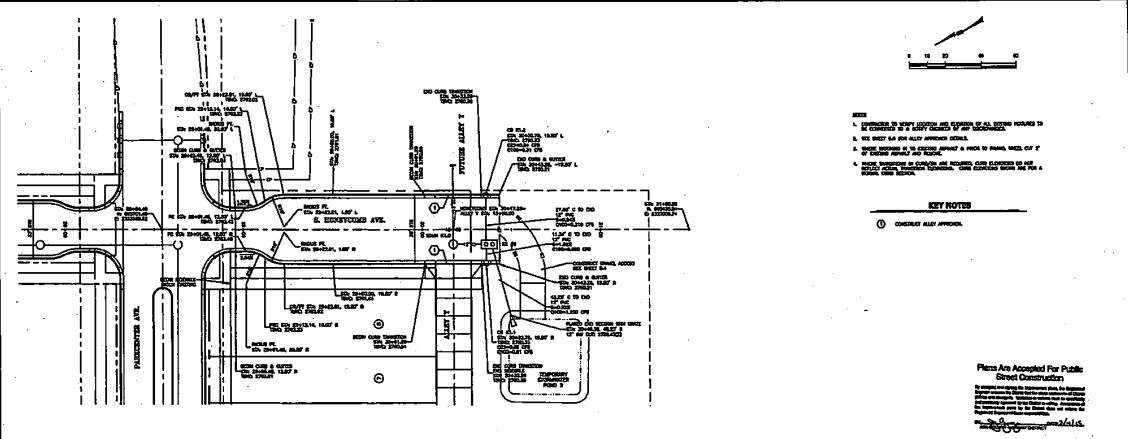
DALLAS HARRIS ESTATES TOWNHOUSES NO. 2

S. TRAILWOOD WAY
 ROAD PLAN & PROFILE

SHEET NO. OF 14

DATE: 10/15/14
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES

ALL DIMENSIONS SHOWN ARE TO CENTERLINE UNLESS OTHERWISE NOTED. SEE APPROVED AS-BUILT DRAWINGS FOR VERIFICATION OF ALL DIMENSIONS.



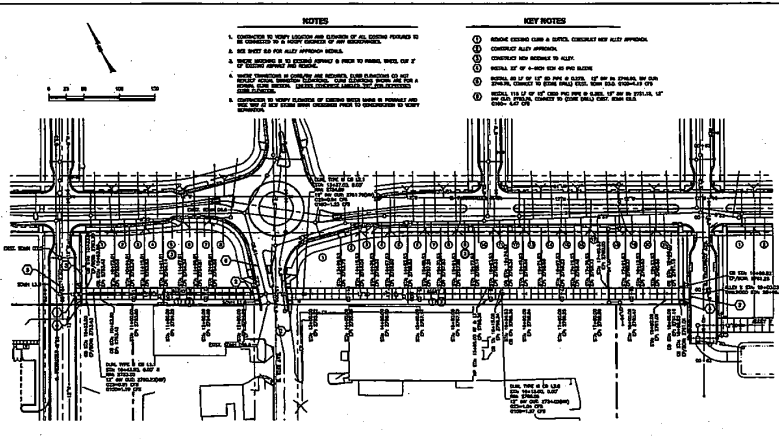
BR
 Benthigo
 Engineering
 Company
 2447 S. White Ave. Suite 200, Dallas, TX 75201
 P.O. Box 3000, Dallas, TX 75201

DATE	DESCRIPTION

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2
 S. HONEYCOMB WAY
 ROAD PLAN & PROFILE

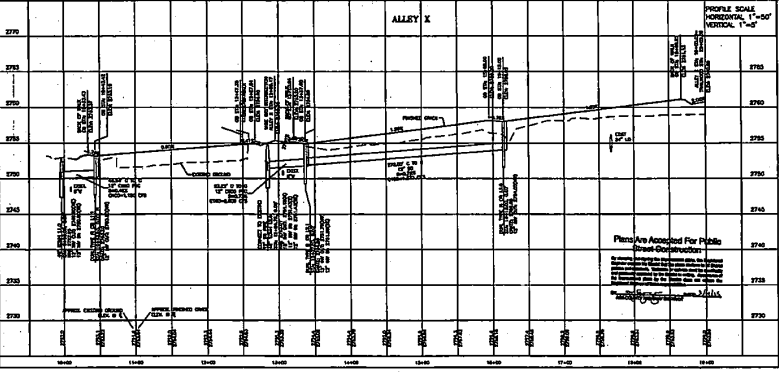
SHEET 02 OF 11

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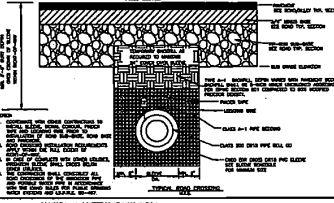
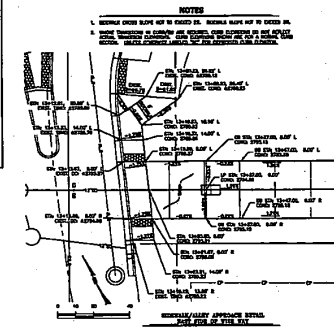
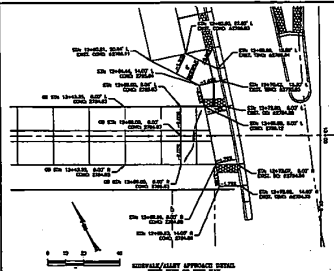


- NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

- KEY NOTES**
1. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.
 2. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.
 3. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.
 4. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.
 5. SEE SHEET 24 FOR ALL UTILITY LOCATIONS.



Plans Are Accepted For Public
 Street Construction
 The University of Texas at Austin
 Department of Transportation
 1100 North East Street
 Austin, Texas 78702



R.A.
 Richardson
 Engineering
 Company
 2442 S. Vista Ave. Suite 40705
 Ft. Worth, Texas 76117
 Tel: (817) 730-1000 Fax: (817) 730-1001

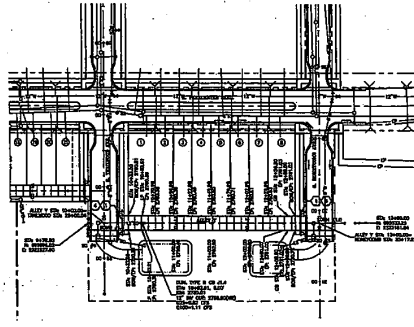
NO.	DATE	REVISION

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2

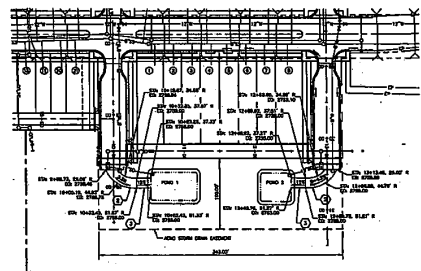
ALLEY K
 ROAD PLAN & PROFILE

SHEET 24 OF 24

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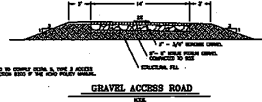


ALLEY Y



POND ACCESS ROADS

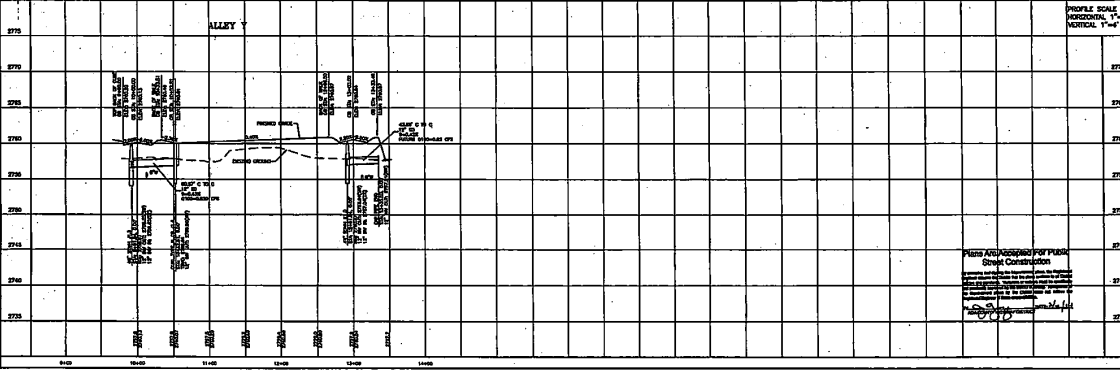
- NOTES**
1. ALL UTILITIES TO BE LOCATED AND DEPTH OF ALL UTILITIES TO BE SHOWN BY THE SURVEYOR.
 2. SEE SHEET FOR THE ALLEY APPROXIMATE.
 3. VERIFY EXISTING UTILITIES BY FIELD SURVEY AND RECORD ON THE FINAL PLAN SHEET.
 4. VERIFY EXISTING CONDITIONS AND RECORD ON THE FINAL PLAN SHEET.
- KEY NOTES**
1. EXISTING ALL APPROVALS.
 2. EXISTING TYPE 3 POND ACCESS ROAD, SEE DETAIL THIS SHEET.
 3. EXISTING TYPE 1 POND ACCESS ROAD, SEE DETAIL THIS SHEET.
 4. METAL W/ 1" x 4" x 1/2" PFC SLAB.



GRAVEL ACCESS ROAD



R/R
Reynolds
Engineering
Company
 2447 S. Vista Ave. Dallas, Texas 75211
 Ph. (214) 342-1188, Fax (214) 342-1188



ALLEY Y

PROFILE SCALE
 HORIZONTAL 1"=40'
 VERTICAL 1"=4'

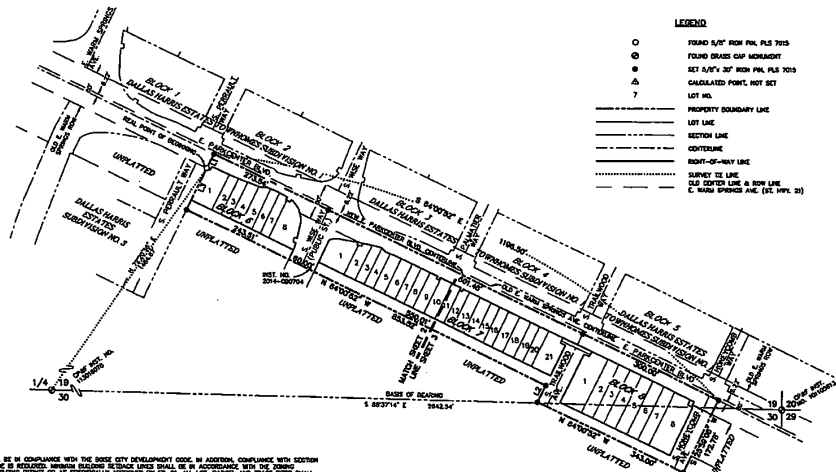
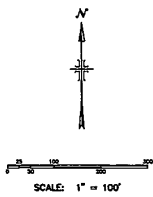
Notes Applicable to Pond
 Gravel Construction

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2
ALLEY Y
ROAD PLAN & PROFILE
 SHEET 8.4 OF 11

APPENDIX C

FINAL PLAT

PLAT SHOWING
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
 PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
 T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
 2015



LEGEND

- FOUND 5/8" FROM P.M. PLS 7015
- ⊙ FOUND BRASS CUP MARKERS
- ⊖ SET 3/4" x 3/8" IRON P.M. PLS 7015
- △ CALCULATED POINT, NOT SET
- 7 LOT NO.
- PROPERTY BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SURVEY TO LINE
- OLD CORNER LINE & ROW LINE
- E. MAIN SPRINGS AVE. (SEE MAP 2)

NOTES

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-10-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. IN THIS REGARD, PLANNING FEES SHALL BE IN ACCORDANCE WITH THE FEES SCHEDULED AT THE TIME OF MARKING OF THE PROPERTY POINTS. ALL UTILITIES SHALL BE SPECIFICALLY APPROVED BY SP-21. ALL UTILITIES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-21.
2. ANY RE-SECTION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SECTION.
3. DIRECT LOT OR PUBLIC ACCESS TO E. PARADISE BLVD IS PROVIDED.
4. THIS PLAT IS SUBJECT TO COMPLIANCE WITH IDAHO CODE 31-2003 CONCERNING REGULATION WATER RIGHTS AND TRANSFER. THE CITY OF BOISE DEEMS NECESSARY THE APPROVAL OF SURFACE WATER REGULATION DISTRICT SINCE THIS IS A SURFACE WATER SERVICE. PUBLIC REGULATION DISTRICT, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE APPROVAL OF THE BOISE-ALMA REGULATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED REGULATION WATER, AND WILL BE OBLIGATED TO PAY THE FEES AND CHARGES FOR REGULATION WATER ASSESSMENT SEE INSTRUMENT NO. 11010481, ADA COUNTY RECORDER'S OFFICE FOR THE "TREAT AGREEMENT TO AMENDED AND REVISED MASTER DECLARATION OF CONDOMINIUM, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES".
5. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES NO. 1 SUBDIVISION AS APPROVED BY BOISE CITY COUNCIL ON OCTOBER 3, 2014.
6. THE SEWERAGE SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY IN A PERMANENT AND NON-ENCLOSURE PUBLIC SEWERAGE AND SHALL BE MAINTAINED BY THE CITY OF BOISE. THE PUBLIC UTILITY EXISTING AS SHOWN ON THIS PLAT EXTENDS FROM THE PUBLIC RIGHT-OF-WAY TO THE LOTS SHOWN HEREIN. THE SEWERAGE AND OTHER FROM EDGE OF ALLEY OR FROM BACK OF SIDEWALK CASSEMENT. ALL LOT LINES CORNER TO A PUBLIC ALLEY GROUP-OF-LOT LINE, A 10' x 10' x 10' x 10' PERMANENT SUEP CASSEMENT IN FAVOR OF ADA COUNTY BURNING DISTRICT AND A FIVE (5) FOOT NON-PERMANENT PUBLIC UTILITY CASSEMENT AS SHOWN.
7. ALL LOT LINES CORNER TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT PUBLIC UTILITY, PROPERTY BOUNDARY, REGULATION AND ROSE CITY STREET LIGHT CASSEMENT AS SHOWN. THE PUBLIC UTILITY EXISTING AS SHOWN ON THIS PLAT EXTENDS FROM THE PUBLIC RIGHT-OF-WAY TO THE LOTS SHOWN HEREIN. THE SEWERAGE AND OTHER FROM EDGE OF ALLEY OR FROM BACK OF SIDEWALK CASSEMENT. ALL LOT LINES CORNER TO A PUBLIC ALLEY GROUP-OF-LOT LINE, A 10' x 10' x 10' x 10' PERMANENT SUEP CASSEMENT IN FAVOR OF ADA COUNTY BURNING DISTRICT AND A FIVE (5) FOOT NON-PERMANENT PUBLIC UTILITY CASSEMENT AS SHOWN.
8. LOT 1, BLOCK 7 IS A COMMON LOT TO BE OWNED AND MAINTAINED BY THE DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 HOMEOWNERS ASSOCIATION. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE OBTAINED WITHOUT THE EXPRESSED WRITTEN CONSENT OF BOISE CITY. THIS LOT CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE.
9. PLAT IS SUBJECT TO CONDITIONS AS DESCRIBED IN A 9999 TEMPORARY LICENSE AGREEMENT, INSTRUMENT NO. _____ DATED _____ 2015.

LINE	BEARING	DISTANCE
1-2	S 89° 00' 00" E	1.00
2-3	S 89° 00' 00" E	1.00
3-4	S 89° 00' 00" E	1.00

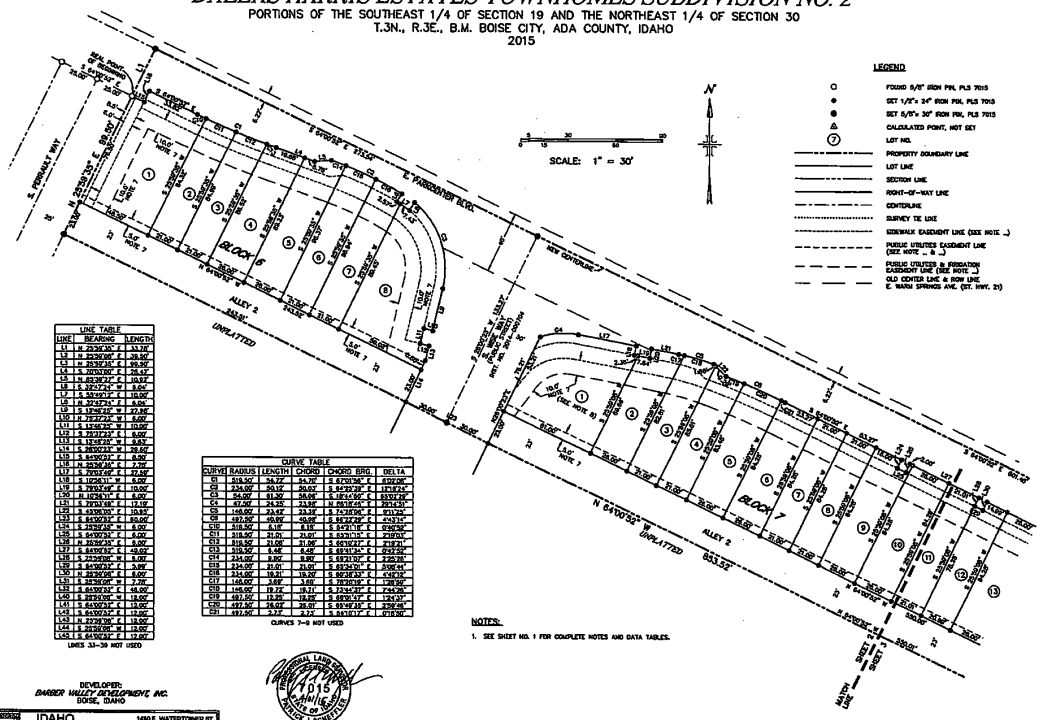


DEVELOPER:
GARBER VALLEY DEVELOPMENT, INC.
 BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
 1015 E. WATERGOWER ST.
 SUITE 110
 MERIDIAN, IDAHO 83642
 P.O. BOX 144070
 FAX 208 334-8286

JOB NO. 14-145
 SHEET 1 OF 5

PLAT SHOWING
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
 PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
 T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
 2015



- LEGEND**
- FOUND 5/8" IRON PIN, PLS. THIS
 - SET 1/4" 3/4" IRON PIN, PLS. THIS
 - ⊙ SET 5/8" 3/4" IRON PIN, PLS. THIS
 - △ CALCULATED POINT, NOT SET
 - ⑦ LOT NO.
 - PROPERTY BOUNDARY LINE
 - LOT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - SURVEY TO LINE
 - EASEMENT EASEMENT LINE (SEE NOTE J)
 - PUBLIC UTILITIES EASEMENT LINE (SEE NOTE K)
 - EASEMENT TO LINE (SEE NOTE J)
 - OLD CENTER LINE & ROW LINE
 - E. WARM SPRINGS AVE. (SEE NOTE D)

LINE TABLE

LINE	BEARING	LENGTH
L1	N 25° 28' 30" E	133.24
L2	S 75° 00' 00" E	106.87
L3	S 25° 28' 30" E	106.87
L4	S 75° 00' 00" E	106.87
L5	N 25° 28' 30" E	106.87
L6	S 75° 00' 00" E	106.87
L7	S 25° 28' 30" E	106.87
L8	S 75° 00' 00" E	106.87
L9	N 25° 28' 30" E	106.87
L10	S 75° 00' 00" E	106.87
L11	S 25° 28' 30" E	106.87
L12	S 75° 00' 00" E	106.87
L13	N 25° 28' 30" E	106.87
L14	S 75° 00' 00" E	106.87
L15	S 25° 28' 30" E	106.87
L16	S 75° 00' 00" E	106.87
L17	N 25° 28' 30" E	106.87
L18	S 75° 00' 00" E	106.87
L19	S 25° 28' 30" E	106.87
L20	S 75° 00' 00" E	106.87
L21	N 25° 28' 30" E	106.87
L22	S 75° 00' 00" E	106.87
L23	S 25° 28' 30" E	106.87
L24	S 75° 00' 00" E	106.87
L25	N 25° 28' 30" E	106.87
L26	S 75° 00' 00" E	106.87
L27	S 25° 28' 30" E	106.87
L28	S 75° 00' 00" E	106.87
L29	N 25° 28' 30" E	106.87
L30	S 75° 00' 00" E	106.87
L31	S 25° 28' 30" E	106.87
L32	S 75° 00' 00" E	106.87
L33	N 25° 28' 30" E	106.87
L34	S 75° 00' 00" E	106.87
L35	S 25° 28' 30" E	106.87
L36	S 75° 00' 00" E	106.87
L37	N 25° 28' 30" E	106.87
L38	S 75° 00' 00" E	106.87
L39	S 25° 28' 30" E	106.87
L40	S 75° 00' 00" E	106.87
L41	N 25° 28' 30" E	106.87
L42	S 75° 00' 00" E	106.87
L43	S 25° 28' 30" E	106.87
L44	S 75° 00' 00" E	106.87
L45	N 25° 28' 30" E	106.87
L46	S 75° 00' 00" E	106.87
L47	S 25° 28' 30" E	106.87
L48	S 75° 00' 00" E	106.87
L49	N 25° 28' 30" E	106.87
L50	S 75° 00' 00" E	106.87
L51	S 25° 28' 30" E	106.87
L52	S 75° 00' 00" E	106.87
L53	N 25° 28' 30" E	106.87
L54	S 75° 00' 00" E	106.87
L55	S 25° 28' 30" E	106.87
L56	S 75° 00' 00" E	106.87
L57	N 25° 28' 30" E	106.87
L58	S 75° 00' 00" E	106.87
L59	S 25° 28' 30" E	106.87
L60	S 75° 00' 00" E	106.87
L61	N 25° 28' 30" E	106.87
L62	S 75° 00' 00" E	106.87
L63	S 25° 28' 30" E	106.87
L64	S 75° 00' 00" E	106.87
L65	N 25° 28' 30" E	106.87
L66	S 75° 00' 00" E	106.87
L67	S 25° 28' 30" E	106.87
L68	S 75° 00' 00" E	106.87
L69	N 25° 28' 30" E	106.87
L70	S 75° 00' 00" E	106.87
L71	S 25° 28' 30" E	106.87
L72	S 75° 00' 00" E	106.87
L73	N 25° 28' 30" E	106.87
L74	S 75° 00' 00" E	106.87
L75	S 25° 28' 30" E	106.87
L76	S 75° 00' 00" E	106.87
L77	N 25° 28' 30" E	106.87
L78	S 75° 00' 00" E	106.87
L79	S 25° 28' 30" E	106.87
L80	S 75° 00' 00" E	106.87
L81	N 25° 28' 30" E	106.87
L82	S 75° 00' 00" E	106.87
L83	S 25° 28' 30" E	106.87
L84	S 75° 00' 00" E	106.87
L85	N 25° 28' 30" E	106.87
L86	S 75° 00' 00" E	106.87
L87	S 25° 28' 30" E	106.87
L88	S 75° 00' 00" E	106.87
L89	N 25° 28' 30" E	106.87
L90	S 75° 00' 00" E	106.87
L91	S 25° 28' 30" E	106.87
L92	S 75° 00' 00" E	106.87
L93	N 25° 28' 30" E	106.87
L94	S 75° 00' 00" E	106.87
L95	S 25° 28' 30" E	106.87
L96	S 75° 00' 00" E	106.87
L97	N 25° 28' 30" E	106.87
L98	S 75° 00' 00" E	106.87
L99	S 25° 28' 30" E	106.87
L100	S 75° 00' 00" E	106.87

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	AREA
C1	100.00	100.00	100.00	N 45° 00' 00" E	7853.98
C2	150.00	150.00	150.00	N 30° 00' 00" E	17697.00
C3	200.00	200.00	200.00	N 22° 37' 00" E	31415.93
C4	250.00	250.00	250.00	N 18° 46' 00" E	45000.00
C5	300.00	300.00	300.00	N 15° 49' 00" E	58370.05
C6	350.00	350.00	350.00	N 13° 40' 00" E	71425.00
C7	400.00	400.00	400.00	N 11° 59' 00" E	84055.00
C8	450.00	450.00	450.00	N 10° 42' 00" E	96250.00
C9	500.00	500.00	500.00	N 9° 28' 00" E	108000.00
C10	550.00	550.00	550.00	N 8° 26' 00" E	119300.00
C11	600.00	600.00	600.00	N 7° 34' 00" E	130150.00
C12	650.00	650.00	650.00	N 6° 51' 00" E	140550.00
C13	700.00	700.00	700.00	N 6° 16' 00" E	150500.00
C14	750.00	750.00	750.00	N 5° 57' 00" E	160000.00
C15	800.00	800.00	800.00	N 5° 43' 00" E	169150.00
C16	850.00	850.00	850.00	N 5° 33' 00" E	177950.00
C17	900.00	900.00	900.00	N 5° 26' 00" E	186400.00
C18	950.00	950.00	950.00	N 5° 21' 00" E	194500.00
C19	1000.00	1000.00	1000.00	N 5° 18' 00" E	202250.00
C20	1050.00	1050.00	1050.00	N 5° 16' 00" E	209650.00
C21	1100.00	1100.00	1100.00	N 5° 15' 00" E	216700.00
C22	1150.00	1150.00	1150.00	N 5° 15' 00" E	223400.00
C23	1200.00	1200.00	1200.00	N 5° 15' 00" E	229750.00
C24	1250.00	1250.00	1250.00	N 5° 15' 00" E	235750.00
C25	1300.00	1300.00	1300.00	N 5° 15' 00" E	241400.00
C26	1350.00	1350.00	1350.00	N 5° 15' 00" E	246700.00
C27	1400.00	1400.00	1400.00	N 5° 15' 00" E	251650.00
C28	1450.00	1450.00	1450.00	N 5° 15' 00" E	256250.00
C29	1500.00	1500.00	1500.00	N 5° 15' 00" E	260500.00
C30	1550.00	1550.00	1550.00	N 5° 15' 00" E	264400.00
C31	1600.00	1600.00	1600.00	N 5° 15' 00" E	267950.00
C32	1650.00	1650.00	1650.00	N 5° 15' 00" E	271150.00
C33	1700.00	1700.00	1700.00	N 5° 15' 00" E	274000.00
C34	1750.00	1750.00	1750.00	N 5° 15' 00" E	276500.00
C35	1800.00	1800.00	1800.00	N 5° 15' 00" E	278650.00
C36	1850.00	1850.00	1850.00	N 5° 15' 00" E	280450.00
C37	1900.00	1900.00	1900.00	N 5° 15' 00" E	281900.00
C38	1950.00	1950.00	1950.00	N 5° 15' 00" E	283000.00
C39	2000.00	2000.00	2000.00	N 5° 15' 00" E	283750.00
C40	2050.00	2050.00	2050.00	N 5° 15' 00" E	284150.00
C41	2100.00	2100.00	2100.00	N 5° 15' 00" E	284200.00

NOTES:
 1. SEE SHEET NO. 1 FOR COMPLETE NOTES AND DATA TABLES.

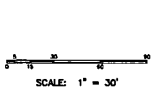
DEVELOPER:
 DANDY HALL DEVELOPMENT, INC.
 BOISE, IDAHO

IDAHO
 SURVEY
 GROUP, P.C.

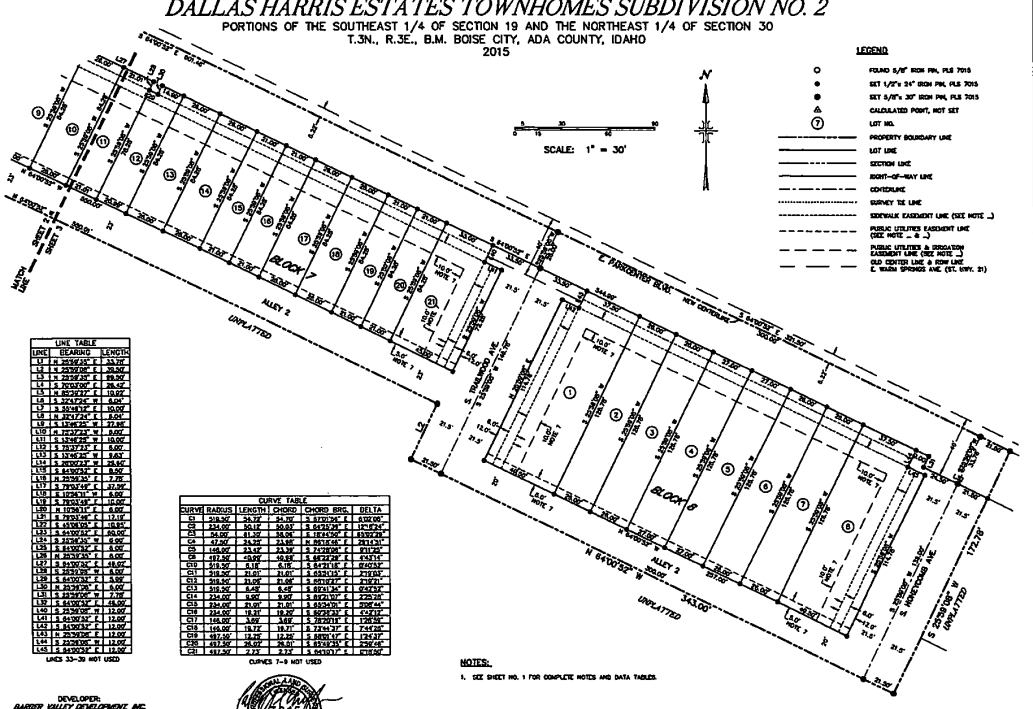
1400 E. WATERGATE ST.
 SUITE 300
 MERIDIAN, IDAHO 83646
 P.O. BOX 884-070
 FAX (208) 884-0388



PLAT SHOWING
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
 PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 19 AND THE NORTHEAST 1/4 OF SECTION 30
 T.3N., R.3E., B.M. BOISE CITY, ADA COUNTY, IDAHO
 2015



- LEGEND**
- FOUND 5/8\"/>



LINE TABLE

LINE	BEARING	LENGTH
L1	S 89° 52' 30\"/>	

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEG.	END	DELTA
C1	150.00'	24.37'	24.37'	S 89° 52' 30\"/>		

NOTES:
 1. SEE SHEET NO. 1 FOR COMPLETE NOTES AND DATA TABLES.

DEVELOPER:
 DALLAS HARRIS DEVELOPMENT INC.
 BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
 1025 E. WATERGOWER ST.
 SUITE 110
 BOISE, IDAHO 83706
 PH: (208) 333-8879
 FAX: (208) 333-8879



APPENDIX D

INSPECTION FORMS

**DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
STORM DRAIN O&M
CORRECTIVE ACTION FORM**

By: _____

Date: _____

Issues Requiring Corrective Action:

Follow Up:

By: _____

Date: _____

**DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2
DRAINAGE O&M
6-MONTH INTERVAL INSPECTION FORM**

Note: All Control Measures to be inspected at least every 6 months and following a storm event of 0.5 inches of rain or greater.

_____ Date

_____ Inspector's Name

0.5" of Rainfall or more? Yes No

Item	Inspection	Inspection Frequency		Observations	Required Action	Date Completed
		Rainy Weather	Clear Weather			
1	Inspect for paint discharge to drains					
2	Inspect for vehicle fluids discharge to drains					
3	Inspect for pesticides and fertilizers to drains					
4	Inspect drainage splitter box for soils and oil build-up					
6	Trash collection in all inlets					
7	Inspect gutters and streets for soil build-up					
8	Trash collection in and around ponds					
9	Clean debris from outlet structures of ponds					
11	Check and clean drainage ditches from ponds					
13	Inspect home construction housekeeping					
16	inspect privately owned parking facilities					

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=4 BONNIE OBERBILLIG
CLARK WARDLE LLP

2020-105334
08/17/2020 03:52 PM
\$19.00

After Recording, Return to:

Blackrock Homes LLC
1979 N. Locust Grove Road
Meridian, Idaho 83646

**FIRST AMENDMENT
TO
DECLARATION OF COMMON MAINTENANCE AGREEMENT
FOR THE
SOUTH TOWNHOMES AT HARRIS RANCH**

**FIRST AMENDMENT TO DECLARATION OF COMMON MAINTENANCE AGREEMENT
FOR THE SOUTH TOWNHOMES AT HARRIS RANCH- 1**

This First Amendment to Declaration of Common Maintenance Agreement for the South Townhomes at Harris Ranch (this "**First Amendment**") is made this 13th day of August 2020, by Blackrock Homes LLC, an Idaho corporation ("**Grantor**").

RECITALS

A. Grantor previously executed and recorded that certain Declaration of Common Maintenance Agreement for the South Townhomes at Harris Ranch, recorded on October 8, 2019 as Instrument No. 2019-097279 in the records of Ada County, Idaho (the "**Declaration**"), as the same may be from time to time amended or supplemented.

B. Pursuant to the Declaration, Grantor has the authority, during the Initial Development Period, to amend the Declaration unilaterally by a recorded instrument executed only by Grantor. Grantor now desires to amend the Declaration as set forth herein.

NOW THEREFORE, Grantor hereby declares that the Community, and each Lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Community, and to enhance the value, desirability, and attractiveness of the Community. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Community and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Community, or any lot, parcel, or portion thereof.

1. Recital A of the Declaration is hereby deleted in its entirety and replaced with the following:

A. Grantor owns the lots legally described, as follows, which lots are sometimes referred to herein individually as a "**Lot**" and collectively as the "**Community**":

Lots 1 through 8 in Block 20, Lots 1 through 8 in Block 21, Lots 1 through 8 in Block 23, and Lots 1 through 8 in Block 24 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 9, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18230-233 (Instrument No. 2020-085442) (the "**TH9 Plat**").

Lots 1 through 11 in Block 26 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 10, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18234-236 (Instrument No. 2020-085454) (the "**TH10 Plat**").

Lots 1 through 8 in Block 28, Lots 1 through 8 in Block 29, Lots 1 through 8 in Block 31, and Lots 1 through 8 in Block 32 of the Plat of Dallas Harris Estates Townhomes Subdivision No. 11, according to the official plat thereof,

recorded in the real property records of Ada County in Book 118 of Plats at Pages 18260-266 (Instrument No. 2020-096848) (the “**TH11 Plat**”).

2. Article 1 of the Declaration is hereby amended to add the following definition:

“**Master Declaration**” shall refer to the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho.

3. Section 2.6.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

2.6.1 Community Rules. Subject to the terms of the Master Declaration, the power and authority to adopt, amend, and repeal such rules and regulations as the Association deems reasonable and appropriate and to govern the Community, including rules and regulations regarding (a) the use of irrigation that serves the Lots within the Community, (b) imposition of Fines for violation of Community Rules (subject to applicable law, such as Idaho Code Section 55-115), and (c) procedures in the conduct of business and affairs of the Association (the “**Community Rules**”). Except when inconsistent with this Declaration, the Community Rules shall have the same force and effect as if they were set forth in and were made a part of this Declaration.

4. Section 4.7 of the Declaration is hereby amended to reflect that the Master Association shall maintain all sidewalks shown as Common Area on the TH9, TH10 and TH11 Plats.

5. Capitalized terms used but not defined herein shall have the same meaning ascribed to them as in the Declaration. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect. If there is any conflict between the terms of this First Amendment and the Declaration, this First Amendment shall control.

6. Upon the recording hereof, the terms and provisions set forth in the Declaration shall be amended by the terms hereof.

[end of text – signature on following page]

When Recorded, Please Return To:

Blackrock Homes LLC
1979 N. Locust Grove Road
Meridian, Idaho 83646

(The space above is reserved for recording information.)

**SECOND AMENDMENT TO DECLARATION OF COMMON MAINTENANCE
AGREEMENT FOR THE SOUTH TOWNHOMES AT HARRIS RANCH**

This SECOND AMENDMENT TO DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE SOUTH TOWNHOMES AT HARRIS RANCH (the "Amendment"), dated March 24, 2021 (the "Amendment Date"), is made by BLACKROCK HOMES LLC, an Idaho limited liability company ("Grantor").

RECITALS

- A. Grantor executed that certain DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE SOUTH TOWNHOMES AT HARRIS RANCH, which was recorded on October 8, 2019 as Instrument No. 2019-097279 in the official records of Ada County, Idaho (the "Original Declaration").
- B. Grantor amended the Original Declaration through that certain FIRST AMENDMENT TO DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE SOUTH TOWNHOMES AT HARRIS RANCH, which was recorded on August 17, 2020 as Instrument No. 2020-105334 in the official records of Ada County, Idaho (together with the Original Declaration, the "Declaration").
- C. Pursuant to the Declaration, Grantor has the authority during the Initial Development Period to amend the Declaration unilaterally by a recorded instrument executed only by Grantor.
- D. Grantor desires to amend the Declaration by including certain transfer assessments as Assessments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants hereinafter set forth, it is mutually agreed by and between the Parties as follows:

1. **DEFINITION OF ASSESSMENTS.** The Declaration is hereby amended, in part, by replacing the definition of "Assessments" in Article 1 in its entirety with the following definition:

SECOND AMENDMENT TO DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE SOUTH TOWNHOMES AT HARRIS RANCH - 1

“**Assessments**” means the Regular Assessments, Special Assessments, Limited Assessments, and Transfer Assessments, together with any late charges, interest and costs incurred in collecting the same, including attorneys’ fees.

2. **DEFINITION OF TRANSFER ASSESSMENTS.** The Declaration is hereby amended, in part, by adding the following definition for “Transfer Assessments” to Article 1:

“**Transfer Assessment**” shall have the meaning set forth in Section 5.8.

3. **TRANSFER ASSESSMENTS.** The Declaration is hereby amended, in part, by adding the following text as a new Section 5.8:

5.8 Transfer Assessments. Upon the transfer of fee simple title to a Lot to an Owner that intends on occupying the residential structure located on such Lot (either by itself or through a use agreement such as a lease, life estate, etc.), and upon each subsequent transfer of such Lot thereafter, the transferee will pay a transfer assessment to the Association in an amount determined by the Board from time to time (the “**Transfer Assessment**”). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not to be used for any purpose prohibited by law. Transfer Assessments are not to be considered prepayment of any other type of Assessments, are in addition to the Owner’s continuing obligation to pay all other types of Assessments, and are not refundable. For the avoidance of doubt, the initial building contractor for each Lot is not required to pay a Transfer Assessment upon receiving title to such Lot from Grantor.

4. **MISCELLANEOUS.** In the event of a conflict between the provisions of the Declaration and those of this Amendment, the provisions of this Amendment control. Unless otherwise specifically defined in this Amendment, all terms appearing initially capitalized in this Amendment have the same meanings ascribed to them in the Declaration. No other terms and conditions of the Declaration are changed by this Amendment, and the Declaration remains in full force and effect, modified only by the terms and conditions of this Amendment.

[signatures on following page]

IN WITNESS WHEREOF, Grantor enters into this Amendment as of the Amendment Date, and this Amendment becomes effective as of the date it is recorded in the official records of Ada County, Idaho.

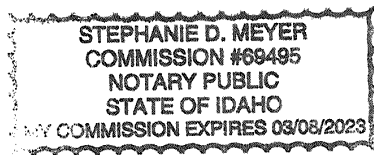
GRANTOR:

BLACKROCK HOMES LLC,
an Idaho limited liability company

By: *Amy Kelley*
Name: Amy Kelley
Title: Manager

STATE OF IDAHO)
 : ss.
County of Ada)

This document was acknowledged before me on March 24, 2021 by Amy Kelley as the manager of Blackrock Homes LLC.



Stephanie D Meyer
Signature of notary public

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**THIRD SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

**A PORTION OF DALLAS HARRIS ESTATES TOWNHOMES NO. 9, 10 AND 11
(SOUTH TOWNHOMES AT HARRIS RANCH)**

This Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates adding a Portion of Dallas Harris Estates Townhomes No. 9, 10 and 11 (South Townhomes at Harris Ranch) (this “**Third Supplement**”) is made this 17th day of August 2020, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”) and BLACKROCK HOMES LLC, an Idaho limited liability company (“**Owner**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Third Supplement. The Developer now desires to once again supplement the Master Declaration to add Dallas Harris Estates Townhomes No. 9 as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer and Owner hereby declare that the “**Additional Phase**,” as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is owned by Owner and is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration.

3. **Governance and Voting.** The Local Association for the Additional Phase shall be **South Townhomes CMA, Inc.** The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs.** The Owner has recorded that certain Declaration of Common Maintenance Agreement for the South Townhomes at Harris Ranch as Instrument No. 2019-097279, as amended from time to time, which affects only the Additional Phase (the "**Additional Phase CC&Rs**"). In the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board ("**HRRB**") or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to Common Area owned or operated by the Master or Local Association in accordance with the Master Declaration, including pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the "**Community Facilities**").

7. **Assessments.** The Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a "**Local Assessment**"), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

8. **Common Lot.** The following subdivision lots, sometimes labeled or referred to as "Common Lots" on the plat of the Additional Phase, are hereby designated as Common Area:

Lot 9 of Block 20, Lot 9 of Block 21, Lot 9 of Block 23, and Lot 9 of Block 24 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 9, according to the official plat thereof, recorded in the real property records of Ada

County in Book 118 of Plats at Pages 18230-233 (Instrument No. 2020-085442)

Lot 1 of Block 27 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 10, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18234-236 (Instrument No. 2020-085454)

Lot 9 of Block 28, Lot 9 of Block 29, Lot 9 of Block 31, and Lot 9 of Block 32 of the Plat of Dallas Harris Estates Townhomes Subdivision No. 11, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18260-266 (Instrument No. 2020-096848)

(the “**Additional Phase Common Area**“).

9. **Maintenance of Common Area**. Except as otherwise set forth herein, the Additional Phase Common Area shall be owned and maintained by the Master Association.

10. **Sidewalks**. The Master Association shall maintain, repair, and replace, when necessary, all sidewalks within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on April 10, 2017 as Instrument No. 2017-030771. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to Section 7.8 of the Fifth Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1) Adding Dallas Harris Estates Subdivision No. 6, recorded on January 17, 2012 as Instrument No. 112004328 in the records of Ada County, Idaho.

11. **Side-Yard Easements**. Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

12. **Pathways**. No pathways within the Additional Phase are subject to Master or Local Association maintenance.

13. **Pressurized Irrigation**. Non-potable irrigation water will be provided by Developer to the Additional Phase at points and on such conditions as may be from time to time identified by Developer, in its sole discretion.

14. **Harris Ranch Specific Plan Code**. The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Third Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

15. **Harris Ranch Wildlife Mitigation Association**. The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris

Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner's Unit. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

16. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

17. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase are located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

18. **No Additional Changes.** Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

19. **Successors.** This Third Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

20. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation


By: _____


Doug Fowler, President

OWNER:

BLACKROCK HOMES LLC,
an Idaho limited liability company

By: _____


Amy Kelley, Manager

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

[end of text – acknowledgment on following page]

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of August 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Fowler, known or identified to me to be the President of Barber Valley Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Amy Mitchell
Notary Public for Doug Fowler
Residing at: Boise, ID
My commission expires: 7/29/2022

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of August 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Amy Kelley, known or identified to me to be the Manager of Blackrock Homes LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Stephanie D. Meyer
Notary Public for Amy Kelley
Residing at: Ada County
My commission expires: 3/8/23

Exhibit A

Legal Description of Additional Phase

Lots 1 through 8 in Block 20, Lots 1 through 8 in Block 21, Lots 1 through 8 in Block 23, and Lots 1 through 8 in Block 24 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 9, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18230-233 (Instrument No. 2020-085442)

Lots 1 through 11 in Block 26 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 10, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18234-236 (Instrument No. 2020-085454)

Lots 1 through 8 in Block 28, Lots 1 through 8 in Block 29, Lots 1 through 8 in Block 31, and Lots 1 through 8 in Block 32 of the Plat of Dallas Harris Estates Townhomes Subdivision No. 11, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18260-266 (Instrument No. 2020-096848)

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=10 NIKOLA OLSON
CLARK WARDLE LLP

2021-099896
06/30/2021 03:40 PM
\$37.00

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**FOURTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

**ADDING
TIMBERS AT HARRIS RANCH***

***Platted as Haystack Subdivision No. 1,
recorded in the records of Ada County as Instrument No. 2021-076084**

**FOURTH SUPPLEMENT TO AMENDED AND RESTATED MASTER DECLARATION
(TIMBERS AT HARRIS RANCH) - 1
4838-5377-2513, v. 2**

This Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates Adding Timbers at Harris Ranch (this “**Fourth Supplement**”) is made this 30th day of June 2021, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (South Townhomes at Harris Ranch), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Sixth Supplement. The Developer now desires to once again supplement the Master Declaration to add Haystack Subdivision as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer hereby declares that the “**Additional Phase**,” as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration.

3. **Governance and Voting.** No Local Association for the Additional Phase is established at this time. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs.** **With the consent of Developer,** the Owner may establish and record a Declaration of Covenants, Conditions, Restrictions and Easements for the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master or Local Association in accordance with the Master and Supplemental Declarations, with the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 6, owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 7 shall apply to assessments charged by a Local Association.

8. **Assessment Basis.** Assessment obligations for apartment Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** If created, a Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase shall be obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Common Lot.** No Common Area is included in the Additional Phase.

11. **Maintenance of Common Area.** Any Common Area that may be subsequently created with the permission of Developer shall be owned and maintained by the Local Association.

12. **Sidewalks.** The Master Association shall maintain, repair, and replace, when necessary, all sidewalks and pathways within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on March 18, 2021 as Instrument No. 2021-043299 and re-recorded (to correct legal description) on May 12, 2021 as Instrument No. 2021-075433. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to the foregoing.

13. **Side-Yard Easements.** Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

14. **Pathways.** Not applicable. See Section 12, above, for sidewalk provisions.

15. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by Developer to the Additional Phase.

16. **Harris Ranch Specific Plan Code.** The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Fourth Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

17. **Harris Ranch Wildlife Mitigation Association.** The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner’s Unit. The Association will reimburse a portion of the

mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

18. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

19. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase may be located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

20. **Storm and Trench Drain System Maintenance.** The Additional Phase is solely responsible for all storm drainage on-site. The Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

21. **No Additional Changes.** Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

22. **Successors.** This Fourth Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

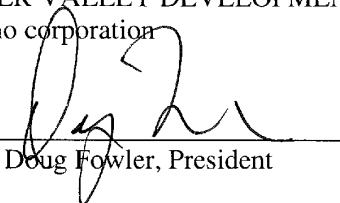
23. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates Adding Timbers at Harris Ranch as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Doug Fowler, President

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

[end of text – acknowledgment on following page]

Exhibit A

Legal Description of Additional Phase

Description for
Haystack Subdivision No. 1
August 6, 2020

A portion of Government Lot 9 of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the 1/4 corner common to said Sections 19 and 30, T.3N. R.3E. B.M from which the Section corner common to Sections 19, 20, 29, and 30, T.3N. R.3E. B.M., bears South 88°37'14" East, 2,642.54 feet; thence thence South 83°02'31" East, 1,457.63 feet to the Southwest corner of a parcel conveyed in a Warranty Deed recorded on December 12, 2018 as Instrument No. 2018-117058, records of Ada County, and the **REAL POINT OF BEGINNING**;

thence on the Southwesterly boundary line of said Parcel, South 63°59'40" East, 449.00 feet to the West boundary line of Amended Dallas Harris Estates Townhomes Subdivision No. 10, as filed in Book 118 of Plats at Pages 18234 through 18236;

thence on the exterior boundary line of said Amended Dallas Harris Estates Townhomes Subdivision No. 10, South 26°00'23" West, 56.07 feet to the Southwesterly right-of-way line of East Haystack Street;

thence continuing on said exterior boundary line and on said Southwesterly right-of-way line the following three (3) courses and distances:

South 63°59'40" East, 10.37 feet;

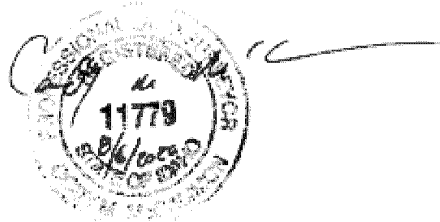
54.48 feet along the arc of curve to the left having a radius of 271.50 feet, a central angle of 11°29'51" and a long chord which bears South 69°44'36" East, 54.39 feet;

South 75°29'32" East, 12.35 feet to the exterior boundary line of Amended Dallas Harris Estates Townhomes Subdivision No. 9, as filed in Book 118 of Plats at Pages 18230 through 18233.

thence continuing on said Southwesterly right-of-way line and on the exterior boundary line of said Amended Dallas Harris Estates Townhomes Subdivision No. 9 the following thirteen (13) courses and distances:

South 75°29'32" East, 13.42 feet;

South 25°59'08" West, 6.03 feet;



South 64°00'52" East, 11.45 feet;
South 25°59'08" West, 11.85 feet;
South 64°00'52" East, 43.00 feet;
North 25°59'08" East, 11.85 feet;
South 64°00'52" East, 12.00 feet;
North 25°59'08" East, 13.15 feet;
South 64°00'52" East, 528.00 feet;
South 25°59'08" West, 13.00 feet;
South 64°00'52" East, 12.00 feet;
South 25°59'08" West, 12.00 feet;
South 64°00'52" East, 53.00 feet;

thence leaving said Southwesterly right-of-way line and said exterior boundary line, South 25°59'08" West, 334.62 feet;

thence 15.59 feet along the arc of curve to the right having a radius of 28.50 feet, a central angle of 31°20'51" and a long chord which bears South 41°39'34" West, 15.40 feet;

thence 8.59 feet along the arc of said reverse curve to the left having a radius of 16.00 feet, a central angle of 30°44'44" and a long chord which bears South 41°57'37" West, 8.48 feet;

thence 76.04 feet along the arc of curve to the left having a radius of 92.50 feet, a central angle of 47°06'03" and a long chord which bears South 03°02'14" West, 73.92 feet;

thence South 20°30'48" East, 36.81 feet to the Northeasterly right-of-way line of E. Warm Springs Avenue as conveyed in a Warranty Deed recorded on September 23, 2011 as Instrument No. 111076897 and a Warranty Deed recorded on March 25, 2010 as Instrument No. 110026866, records of Ada County, Idaho;



thence on said Northeasterly right-of-way line and on the Southeasterly right-of-way of S. South Wise Way conveyed in said Instrument No. 11-0026866 the following nine (9) courses and distances:

172.20 feet along the arc of a curve to the right having a radius of 4,364.50 feet, a central angle of 02°15'38" and a long chord which bears North 55°35'09" West, 172.18 feet;

North 54°27'20" West, 153.50 feet;

335.65 feet along the arc of curve to the left having a radius of 10,097.00 feet, a central angle of 01°54'17" and a long chord which bears North 55°24'28" West, 335.64 feet;

North 56°21'37" West, 241.43 feet;

314.06 feet along the arc of curve to the right having a radius of 2,985.50 feet, a central angle of 06°01'38" and a long chord which bears North 53°20'48" West, 313.91 feet;

69.82 feet along the arc of curve to the right having a radius of 62.50 feet, a central angle of 64°00'33" and a long chord which bears North 18°19'42" West, 66.25 feet;

146.81 feet along the arc of curve to the right having a radius of 404.50 feet, a central angle of 20°47'44" and a long chord which bears North 24°04'26" East, 146.01 feet;

71.57 feet along the arc of said reverse curve to the left having a radius of 480.00 feet, a central angle of 08°32'33" and a long chord which bears North 30°12'01" East, 71.50 feet;

North 26°00'23" East, 58.68 feet to the **REAL POINT OF BEGINNING**.

Containing 10.69 acres, more or less.

End of Description.



After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**FIFTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

WISE WAY SUBDIVISION

This Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements (this “**Fifth Supplement**”) is made this 27th day of July 2021, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (South Townhomes at Harris Ranch), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho, and by that certain Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timbers at Harris Ranch, recorded on June 30, 2021, as Instrument No. 2021-099896 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Sixth Supplement. The Developer now desires to once again supplement the Master Declaration to add Wise Way Subdivision as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer hereby declares that the “**Additional Phase**,” as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration.

3. **Governance and Voting.** No Local Association for the Additional Phase is established at this time. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs.** With the consent of Developer, the Owner may in the future establish and record a Declaration of Covenants, Conditions, Restrictions and Easements for the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master or Local Association in accordance with the Master and Supplemental Declarations, with the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 6, owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 7 shall apply to assessments charged by a Local Association.

8. **Assessment Basis.** Assessment obligations for apartment Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** If created, a Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Common Lot.** No Common Area is included in the Additional Phase.

11. **Maintenance of Common Area.** Any Common Area that may be subsequently created with the permission of Developer shall be owned and maintained by the Local Association.

12. **Sidewalks.** The Master Association shall maintain, repair, and replace, when necessary, all sidewalks and pathways within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on March 10, 2021 as Instrument No. 2021-038637. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to the foregoing.

13. **Side-Yard Easements.** Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

14. **Pathways.** Not applicable. See Section 12, above, for sidewalk provisions.

15. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by Developer to the Additional Phase.

16. **Harris Ranch Specific Plan Code.** The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Fifth Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

17. **Harris Ranch Wildlife Mitigation Association.** The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner’s Unit. The Association will reimburse a portion of the

mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

18. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

19. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase may be located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

20. **Storm and Trench Drain System Maintenance.** The Additional Phase is solely responsible for all storm drainage on-site. The Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

21. **No Additional Changes.** Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

22. **Successors.** This Fifth Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

23. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

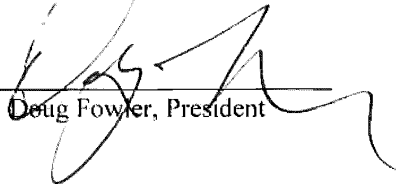
[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: _____


Doug Fowler, President

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

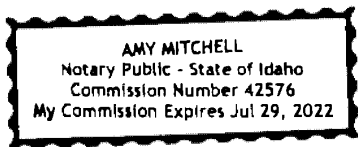
[end of text – acknowledgment on following page]

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this 27 day of July 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Fowler, known or identified to me to be the President of Barber Valley Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such limited liability company executed the same.

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



Amy Mitchell
Notary Public for Idaho
Residing at: Boise ID
My commission expires: 7/29/2022

Exhibit A

Legal Description of Additional Phase

Description for

Wise Way Subdivision

April 27, 2020

A parcel of land situated within the South 1/2 of the Southeast 1/4 of Section 19 and Government Lot 9 of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian from which the 1/4 corner common to said Sections 19 and 30 bears North 88°37'14" West, 2642.54 feet; thence on the Section line common to said Sections 19 and 30, North 88°37'14" West, 1192.87 feet to the Northwestern right-of-way line of S. Wise Way and the **REAL POINT OF BEGINNING**;

thence on said Northwestern right-of-way line the following three (3) courses and distances:

South 26°00'23" West, 103.44 feet;

North 63°59'37" West, 35.00 feet;

South 26°00'23" West, 64.32 feet;

thence leaving said Northwestern right-of-way line, 13.77 feet along the arc of a curve to the right having a radius of 28.50 feet, a central angle of 27°40'38" and a long chord which bears North 50°06'12" West, 13.63 feet;

thence North 36°15'53" West, 109.09 feet;

thence 279.35 feet along the arc of curve to the right having a radius of 271.50 feet, a central angle of 58°57'12" and a long chord which bears North 06°47'17" West, 267.19 feet to the Southerly boundary line of Dallas Harris Estates Subdivision No. 3 as filed in Book 103 of Plats at Pages 13940 through 13942, records of Ada County, Idaho;

thence on said Southerly boundary line, South 64°00'52" East, 46.59 feet to the most southerly corner of said Dallas Harris Estates Subdivision No. 3;

thence on the Easterly boundary line of said Dallas Harris Estates Subdivision No. 3 and the Southeasterly right-of-way line of S. Perrault Way the following two (2) courses and distances:

15.66 feet along the arc of curve to the right having a radius of 225.00 feet, a central angle of 03°59'13" and a long chord which bears North 23°59'59" East, 15.65 feet;

North 25°59'35" East, 194.95 feet to the Southerly boundary line of Dallas Harris Estates Townhomes Subdivision No. 2 as filed in Book 108 of Plats at Pages 15280 through 15284, records of Ada County, Idaho;

thence on said Southerly boundary line, South 64°00'52" East, 73.28 feet to the most northerly corner of that certain parcel conveyed by a Warranty Deed, recorded on January 10, 1986 as Instrument No. 8601679, records of Ada County, Idaho;

thence on the Westerly and Southerly boundary line of said parcel the following two (2) courses and distances:

South 26°00'23" West, 256.00 feet;

South 63°59'37" East, 170.23 feet to the Northwesterly right-of-way line of S. Wise Way;

thence on said Northwesterly right-of-way line, South 26°00'23" West, 65.51 feet to the **REAL POINT OF BEGINNING**.

Containing 1.51 acres, more or less.

End of Description.

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
877 W. Main Street, Suite 501
Boise, ID 83702

**SIXTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

**A PORTION OF DALLAS HARRIS ESTATES TOWNHOMES NOS. 9, 10, AND 11
(HARRIS RANCH LOFTS)**

This Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates Adding a Portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (Harris Ranch Lofts) (this “**Sixth Supplement**”) is made this 21st day of September 2021, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”) and DAVE EVANS CONSTRUCTION, LLC d/b/a ZACH EVANS CONSTRUCTION, an Idaho limited liability company (“**Owner**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a Portion of Dallas Harris Estates Townhomes No. 9, 10, and 11 (South Townhomes at Harris Ranch)), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho, and by that Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timbers at Harris Ranch), recorded on June 30, 2021 as Instrument No. 2021-099896 in the records of Ada County, Idaho, and by that Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Wise Way Subdivision), recorded on July 27, 2021 as Instrument No. 2021-112034 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Fourth Supplement. The Developer now desires to supplement the Master Declaration to add the “**Additional Phase**” legally described on **Exhibit A**, attached hereto and made a part hereof, as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer and Owner hereby declare that the Additional Phase, as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale

**SIXTH SUPPLEMENT TO AMENDED AND RESTATED MASTER DECLARATION
(ADDING A PORTION OF DALLAS HARRIS ESTATES TOWNHOMES NOS. 9, 10, AND 11)
(HARRIS RANCH LOFTS) - 2**

4850-3184-0735, v. 3

of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is owned by Owner and is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration.

3. **Governance and Voting.** The Local Association for the Additional Phase shall be The Harris Ranch Lofts Condominium Owners Association Inc., an Idaho nonprofit corporation. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 14 herein.

4. **Local Association CC&Rs.** The Owner may establish and record a condominium declarations and/or Declaration of Covenants, Conditions, Restrictions and Easements for some or all of the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master or Local Association in accordance with the Master and Supplemental Declarations, with the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 6, Owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with

maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 8 shall apply to assessments charged by the Local Association.

8. **Assessment Basis.** Assessment obligations for Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** The Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Sidewalks.** The Master Association shall maintain, repair, and replace, when necessary, all sidewalks within the Additional Phase that are subject to the following: Sidewalk Easement recorded in the records of Ada County on July 22, 2019 as Instrument No. 2019-065180; Sidewalk Easement recorded in the records of Ada County on September 16, 2019 as Instrument No. 2019-087507; and Sidewalk Easement recorded in the records of Ada County on October 30, 2019 as Instrument No. 2019-107415.

11. **Side-Yard Easements.** Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

12. **Pathways.** No pathways within the Additional Phase are subject to Master or Local Association maintenance.

13. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by Developer to the Additional Phase.

14. **Harris Ranch Specific Plan Code.** The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Sixth Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

15. **Harris Ranch Wildlife Mitigation Association.** The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise

foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner's Unit. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

16. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

17. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase are located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

18. **Storm and Trench Drain System Maintenance.** The Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

19. **No Additional Changes.** Except as supplemented hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

20. **Successors.** This Sixth Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

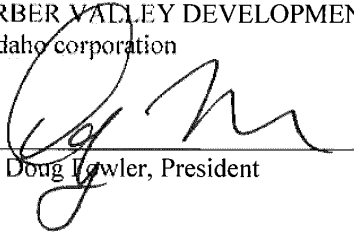
21. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be supplemented by the terms hereof.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

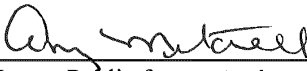
BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Doug Fowler, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged to me on this 9th day of September, 2021, by Doug Fowler, as President of Barber Valley Development, Inc.




Notary Public for Ada City
Residing at: Boise
My commission expires: 7/29/2022

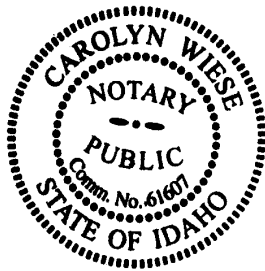
OWNER:

DAVE EVANS CONSTRUCTION, LLC,
d/b/a ZACH EVANS CONSTRUCTION,
an Idaho limited liability company

By: Z/E
Name: Zach Evans
Its: operating Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged to me on this 21 day of September, 2021, by Zach Evans, as operating mgr. of Dave Evans Construction, LLC d/b/a Zach Evans Construction.



Carolyn Wiese
Notary Public for Idaho
Residing at: Meridian
My commission expires: 5-14-2025

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

Exhibit A

Legal Description of Additional Phase

Lot 1 in Block 22, and Lot 1 in Block 25 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 9, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18230 through 18233 (Instrument No. 2020-085442)

Lot 12 in Block 26 of the Amended Plat of Dallas Harris Estates Townhomes Subdivision No. 10, according to the official plat thereof, recorded in the real property records of Ada County at Book 118 of Plats at Pages 18234 through 18236 (Instrument No. 2020-085454)

Lot 1 in Block 30, Lot 1 in Block 33, Lot 1 in Block 36, and Lot 1 in Block 39 of the Plat of Dallas Harris Estates Townhomes Subdivision No. 11, according to the official plat thereof, recorded in the real property records of Ada County in Book 118 of Plats at Pages 18260-18266 (Instrument No. 2020-096848)

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**SEVENTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

DALLAS HARRIS SOUTH SUBDIVISION NO. 1

This Seventh Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements (this “**Seventh Supplement**”) is made this 17th day of May 2022, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”) and DAVE EVANS CONSTRUCTION, LLC d/b/a ZACH EVANS CONSTRUCTION, an Idaho limited liability company (“**Owner**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (South Townhomes at Harris Ranch), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho, and by that certain Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timbers at Harris Ranch), recorded on June 30, 2021 as Instrument No. 2021-099896 in the records of Ada County, Idaho, and by that certain Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Wise Way Subdivision), recorded on July 27, 2021 as Instrument No. 2021-112034 in the records of Ada County, Idaho, and by that certain Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a Portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (Harris Ranch Lofts)), recorded on September 21, 2021 as Instrument No. 2021-138313 (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Seventh Supplement. The Developer now desires to supplement the Master Declaration to add the “**Additional Phase**” legally described on **Exhibit A**, attached hereto and made a part hereof, as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer hereby declares that the Additional Phase, as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration.

3. **Governance and Voting.** No Local Association for the Additional Phase is established at this time. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs.** **With the written consent of Developer**, the Owner may in the future establish and record a Declaration of Covenants, Conditions, Restrictions and Easements for the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master Association or located within the Additional Phase, in accordance with the Master and Supplemental Declarations, with the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 5, owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 6 shall apply to assessments charged by a Local Association.

8. **Assessment Basis.** Assessment obligations for apartment Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** If created as permitted herein, the Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Common Lot.** The following subdivision lots, sometimes labeled or referred to as “Common Lots” on the plat of the Additional Phase, are hereby designated as Common Area: **Lot 2 of Block 1** (the “**Additional Phase Common Area**”).

11. **Maintenance of Common Area.** The Additional Phase Common Area shall be owned and maintained by the owner thereof or the Local Association, if established. No maintenance shall be provided by the Master Association.

12. **Sidewalks.** The Master Association shall maintain, repair, and replace, when necessary, all sidewalks and pathways within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on November 18, 2020 as Instrument No. 2020-158475. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to the foregoing.

13. **Pathways.** No pathways within the Additional Phase are subject to Master Association maintenance.

14. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by Developer to the Additional Phase.

15. **Harris Ranch Specific Plan Code.** The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines

and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Seventh Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

16. **Harris Ranch Wildlife Mitigation Association.** The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner's Unit. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

17. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

18. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase may be located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

19. **Storm and Trench Drain System Maintenance.** The owner of the Additional Phase or, if created, the Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

20. **No Additional Changes.** Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

21. **Successors.** This Seventh Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

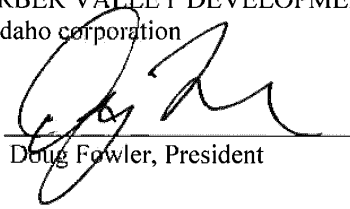
22. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

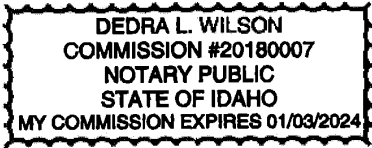
DEVELOPER:

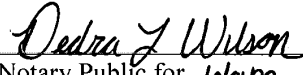
BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Doug Fowler, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged to me on this 17 day of May, 2022, by Doug Fowler, as President of Barber Valley Development, Inc.




Notary Public for Idaho
Residing at: Ada County
My commission expires: 01/03/2024

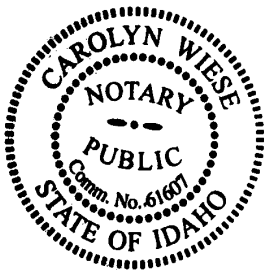
OWNER:

DAVE EVANS CONSTRUCTION, LLC,
d/b/a ZACH EVANS CONSTRUCTION,
an Idaho limited liability company

By: DZE
Name: David Zach Evans
Its: Operating Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged to me on this 14th day of May, 2022, by David Zach Evans, as operating mgr. of Dave Evans Construction, LLC d/b/a Zach Evans Construction.



Carolyn Wiese
Notary Public for Idaho
Residing at: Meridian
My commission expires: 5-14-2025

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

[end of text – acknowledgment on following page]

Exhibit A

Legal Description of Additional Phase

Lots 1 through 8, inclusive, of Block 1 of Dallas Harris South Subdivision No. 1, according to the plat thereof, as recorded in the records of Ada County, Idaho on April 13, 2022 as Instrument No. 2022-036223.

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=8 VICTORIA BAILEY
CLARK WARDLE LLP

2023-036433
06/26/2023 11:43 AM
\$31.00

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**EIGHTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

THAT CERTAIN REAL PROPERTY KNOWN AS “SW11”

This Eighth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements (this “**Eighth Supplement**”) is made this 18th day of April 2023, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”) and HIGH CANYON RANCLANDS 1, LLC, an Idaho limited liability company (“**Owner**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (South Townhomes at Harris Ranch), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho, by that certain Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timbers at Harris Ranch, recorded on June 30, 2021, as Instrument No. 2021-099896 in the records of Ada County, Idaho, by that certain Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Wise Way Subdivision), recorded on July 27, 2021 as Instrument No. 2021-112034 in the records of Ada County, Idaho, by that certain Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Adding a Portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (Harris Ranch Lofts)), recorded on September 21, 2021 as Instrument No. 2021-138313 in the records of Ada County, Idaho, and by that certain Seventh Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Adding Dallas Harris South Subdivision No. 11), recorded on May 19, 2022 as Instrument No. 2022-048419 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the Developer prior to the Class B Termination Date, which has not occurred as of the date of this Eighth Supplement. The Developer now desires to once again supplement the Master Declaration to add the Additional Phase, defined below, as property benefitted and burdened by the Master Declaration, as further defined below.

EIGHTH SUPPLEMENT TO AMENDED AND RESTATED MASTER DECLARATION

(SW11 Property) - 2

4879-9175-2710, v. 1

NOW THEREFORE, Developer hereby declares that the “**Additional Phase**,” as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms**. All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase**. The Additional Phase is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration. Owner hereby consents to the same.

3. **Governance and Voting**. No Local Association for the Additional Phase is established at this time. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs**. **With the consent of Developer**, the Owner may in the future establish and record a Declaration of Covenants, Conditions, Restrictions and Easements for the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review**. Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities**. Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master or Local Association in accordance with the Master and Supplemental Declarations, with the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 6, owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 7 shall apply to assessments charged by a Local Association.

8. **Assessment Basis.** Assessment obligations for Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** If created, a Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Common Lot.** No Common Area is included in the Additional Phase at this time.

11. **Maintenance of Common Area.** Any Common Area that may be subsequently created with the permission of Developer shall be owned and maintained by the Local Association.

12. **Sidewalks.** The Local Association shall maintain, repair, and replace, when necessary, all sidewalks and pathways within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on March 10, 2021 as Instrument No. 2021-038637. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to the foregoing.

13. **Side-Yard Easements.** Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

14. **Pathways.** Not applicable. See Section 12, above, for sidewalk provisions.

15. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by Developer to the Additional Phase.

16. **Harris Ranch Specific Plan Code.** The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines

and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Eighth Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

17. **Harris Ranch Wildlife Mitigation Association.** The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner's Unit. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

18. **Community Infrastructure District.** The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

19. **Wildland Urban Interface.** Property owners are advised that certain Building Lots within the Subject Phase may be located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

20. **Storm and Trench Drain System Maintenance.** The Additional Phase is solely responsible for all storm drainage on-site. The Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

21. **No Additional Changes.** Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

22. **Successors.** This Eighth Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

23. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Eighth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: _____



Doug Fowler, President

HIGH CANYON RANCLANDS 1, LLC,
an Idaho limited liability company

By: _____

Name: _____

Its: _____


Bradley Hillgren
Manager

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

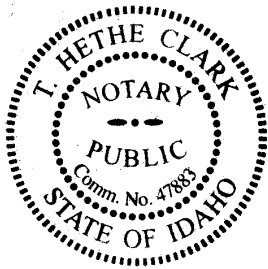
[end of text – acknowledgment on following page]

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of June 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Fowler, known or identified to me to be the President of Barber Valley Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

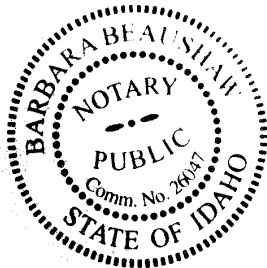


T. Hethe Clark
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 8/20/24

STATE OF Idaho)
) ss.
County of Ada)

On this 19 day of April 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad Hillgren, known or identified to me to be the Manager of High Canyon Ranchlands 1, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Barbara B
Notary Public for Idaho
Residing at: Meridian
My commission expires: 10/19/26

Exhibit A

Legal Description of Additional Phase

Exhibit 'A'

A parcel of land situated within the South half of the Southeast Quarter of Section 19 and Government Lot 9 of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian from which the Quarter corner common to said Sections 19 and 30 bears North 88°37'14" West, 2642.54 feet;

Thence on the Section line common to said Sections 19 and 30, North 88°37'14" West, 1192.87 feet to the Northwestern right-of-way line of South Wise Way;

Thence on said Northwestern right-of-way line the following three (3) courses and distances:

South 26°00'23" West, 103.44 feet;

North 63°59'37" West, 35.00 feet;

South 26°00'23" West, 67.91 feet to the Real Point of Beginning;

Thence continuing on said Northwestern right-of-way line the following four (4) courses and distances:

South 26°00'23" West, 17.08 feet;

South 64°00'05" East, 35.00 feet;

94.67 feet along the arc of a curve to the right having a radius of 420.00 feet, a central angle of 12°54'55" and a long chord which bears South 32°33'53" West, 94.47 feet;

106.88 feet along the arc of curve to the right having a radius of 67.50 feet, a central angle of 90°43'07" and a long chord which bears South 84°22'54" West, 96.06 feet to Northeasterly right-of-way line of East Warm Springs Avenue;

Thence on said Northeasterly right-of-way line the following four (4) courses and distance:

North 50°15'32" West, 40.99 feet;

139.44 feet along the arc of a curve to the right having a radius of 385.50 feet, a central angle of 20°43'28" and a long chord which bears North 39°53'48" West, 138.68 feet;

308.43 feet along the arc of curve to the right having a radius of 601.50 feet, a central angle of 29°22'47" and a long chord which bears North 14°50'41" West, 305.07 feet;

Thence 153.78 feet along the arc of compound curve to the right having a radius of 487.50 feet, a central angle of 18°04'24" and a long chord which bears North 08°52'55" East, 153.14 feet to the most Westerly corner of Dallas Harris Estates Subdivision No. 3 as filed in Book 103 of Plats at Pages 13940 through 13942, records of Ada County, Idaho;

Thence on the Southerly boundary line of said Dallas Harris Estates Subdivision No. 3, South 64°00'52" East, 214.12 feet;

Thence leaving said Southerly boundary line, 279.35 feet along the arc of a curve to the left having a radius of 271.50 feet, a central angle of 58°57'12" and a long chord which bears South 06°47'17" East, 267.19 feet;

Thence South 36°15'53" East, 119.50 feet;

Thence 4.50 feet along the arc of curve to the left having a radius of 131.50 feet, a central angle of 01°57'40" and a long chord which bears South 37°14'43" East, 4.50 feet to the Real Point of Beginning.

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=9 CHE FOWLER
CLARK WARDLE LLP

2023-036473
06/26/2023 01:02 PM
\$34.00

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

**NINTH SUPPLEMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

ADDING

THAT CERTAIN REAL PROPERTY KNOWN AS "SE10"

This Ninth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements (this “**Ninth Supplement**”) is made this 18th day of April 2023, by BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation (“**Developer**”) and HIGH CANYON RANCLANDS 1, LLC, an Idaho limited liability company (“**Owner**”).

RECITALS

A. BVD is the “Developer” identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the “**Master Declaration**”), as the same may be from time to time amended or supplemented.

B. The Master Declaration was previously supplemented by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded on October 8, 2010 as Instrument No. 110094905 in the records of Ada County, Idaho, and by that certain Second Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timber Square (Wolf Tree Square Subdivision)), recorded on August 26, 2019 as Instrument No. 2019-079102 in the records of Ada County, Idaho, and by that certain Third Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding a portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (South Townhomes at Harris Ranch), recorded on August 17, 2020 as Instrument No. 2020-105335 in the records of Ada County, Idaho, by that certain Fourth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Timbers at Harris Ranch, recorded on June 30, 2021, as Instrument No. 2021-099896 in the records of Ada County, Idaho, by that certain Fifth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (adding Wise Way Subdivision), recorded on July 27, 2021 as Instrument No. 2021-112034 in the records of Ada County, Idaho, by that certain Sixth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Adding a Portion of Dallas Harris Estates Townhomes Nos. 9, 10, and 11 (Harris Ranch Lofts)), recorded on September 21, 2021 as Instrument No. 2021-138313 in the records of Ada County, Idaho, by that certain Seventh Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Adding Dallas Harris South Subdivision No. 11), recorded on May 19, 2022 as Instrument No. 2022-048419 in the records of Ada County, Idaho, and by that certain Eighth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Adding that certain real property known as “SW11”), recorded on June 26, 2023 as Instrument No. 2023-036433 in the records of Ada County, Idaho (collectively, the “**Supplemental Declaration**”), as the same may be from time to time amended or supplemented.

C. Section 14.5.1 of the Master Declaration provides that the Master Declaration may be amended, modified, clarified, supplemented, restated, added to, or terminated by the

Developer prior to the Class B Termination Date, which has not occurred as of the date of this Ninth Supplement. The Developer now desires to once again supplement the Master Declaration to add the Additional Phase, defined below, as property benefitted and burdened by the Master Declaration, as further defined below.

NOW THEREFORE, Developer hereby declares that the “**Additional Phase**,” as defined below, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Additional Phase, and to enhance the value, desirability, and attractiveness of the Additional Phase. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Additional Phase and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Additional Phase, or any lot, parcel, or portion thereof.

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration or Supplemental Declaration, as amended.

2. **Annexation of Additional Phase.** The Additional Phase is comprised of a portion of the real property described in and encumbered by the Master Declaration. The Additional Phase (as legally described and depicted on **Exhibit A** attached hereto and made a part hereof) is hereby added to the Master Declaration and is hereby subjected to, and benefitted and burdened by, all terms, covenants, conditions, restrictions, and easements set forth in the Master Declaration. Owner hereby consents to the same.

3. **Governance and Voting.** No Local Association for the Additional Phase is established at this time. The Additional Phase shall be governed in accordance with the Master Declaration and is subject to the Harris Ranch Specific Plan and the Harris Ranch Specific Plan Code, as further set forth in the Master Declaration and in Section 16 herein.

4. **Local Association CC&Rs. With the consent of Developer,** the Owner may in the future establish and record a Declaration of Covenants, Conditions, Restrictions and Easements for the Additional Phase that affect only the Additional Phase (the “**Additional Phase CC&Rs**”); provided, however, that in the event of any conflict between the Additional Phase CC&Rs and the Master Declaration (as amended), the Master Declaration shall control.

5. **Design Review.** Any and all improvements on the Additional Phase shall be approved by the Harris Ranch Review Board (“**HRRB**”) or its designated Design Committee, which review will be in accordance with the Design Guidelines of the HRRB, the Harris Ranch Specific Plan, and the Harris Ranch Specific Plan Code, all as further set forth in the Master Declaration and Supplemental Declaration.

6. **Access to Master and Local Association Amenities.** Owners of real property within the Additional Phase shall have access to all Common Area owned or operated by the Master or Local Association in accordance with the Master and Supplemental Declarations, with

the exception of pools and associated community facilities operated by the Master Association and located on Lot 1, Block 21 of Dallas Harris Estates No. 7 (Instrument No. 112003833) and Lot 17, Block 53 on the plat of Dallas Harris Estates Subdivision No. 17 (Instrument No. 2018-083945) (the “Community Facilities”).

7. **Limitation on Master Association Assessments.** As a result of the limitations set forth in Section 6, owners of real property within the Additional Phase shall pay a reduced Regular Assessment to the Master Association that reflects lack of access to the Community Facilities. This reduction will reflect only the costs of the Master Association associated with maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase are exempt from Master Association Special Assessments only to the extent such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of the Community Facilities. Owners of real property within the Additional Phase remain subject to Master Association Limited Assessments. No limitations on assessments in this Section 7 shall apply to assessments charged by a Local Association.

8. **Assessment Basis.** Assessment obligations for Units within the Additional Phase shall be calculated as set forth in Exhibit B to the Master Declaration, as the same may be amended from time to time.

9. **Assessments.** If created, a Local Association is empowered to charge Assessments in accordance with Sections 9.1 and Article 10 of the Master Declaration (a “**Local Assessment**”), and each Owner within the Additional Phase is obligated to pay a Local Assessment. Local Assessments may include Regular, Special, and Local Assessments, shall be charged as described in Article 10 of the Master Declaration, and are in addition to any Assessments that may be charged by the Master Association. Enforcement of Local Assessments shall be undertaken in accordance with Article 11 of the Master Declaration.

10. **Common Lot.** No Common Area is included in the Additional Phase at this time.

11. **Maintenance of Common Area.** Any Common Area that may be subsequently created with the permission of Developer shall be owned and maintained by the Local Association.

12. **Sidewalks.** The Local Association shall maintain, repair, and replace, when necessary, all sidewalks and pathways within the Additional Phase that are subject to that certain Sidewalk Easement recorded in the records of Ada County on November 18, 2020 as Instrument No. 2020-158475. Such sidewalks are subject to an easement in favor of the City of Boise pursuant to the foregoing.

13. **Side-Yard Easements.** Lots within the Additional Phase may be subject to certain side-yard easements as authorized in Section 5.25 of the Master Declaration.

14. **Pathways.** Not applicable. See Section 12, above, for sidewalk provisions.

15. **Pressurized Irrigation.** Non-potable irrigation water will not be provided by

Developer to the Additional Phase.

16. **Harris Ranch Specific Plan Code**. The Additional Phase is subject to Chapter 11-23 of the Boise City Code (as amended from time to time), known as the “Harris Ranch Specific Plan Code,” the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property and the Additional Phase. In each instance in the Master Declaration, this Ninth Supplement, or the Local Association CC&Rs where there is a reference to Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code.

17. **Harris Ranch Wildlife Mitigation Association**. The Additional Phase is subject to participation in the Harris Ranch Wildlife Mitigation Association. The purpose of the Harris Ranch Wildlife Mitigation Association is to help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner’s Unit. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner’s completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Unit within the Additional Phase. Additionally, each Unit within the Additional Phase shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Association.

18. **Community Infrastructure District**. The Additional Phase is included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the “CID”) formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

19. **Wildland Urban Interface**. Property owners are advised that certain Building Lots within the Subject Phase may be located within the Boise City Wildland-Urban Interface Overlay and may be subject to particular building requirements as further set forth in the Boise City Fire Prevention Code, 7-01-69, as amended from time to time.

20. **Storm and Trench Drain System Maintenance**. The Additional Phase is solely responsible for all storm drainage on-site. The Local Association shall maintain, repair and replace, when necessary, any private storm drain system or trench drain system located within the Additional Phase.

21. **No Additional Changes**. Except as amended hereby, the Supplemental Declaration shall remain unchanged and in full force and effect.

22. **Successors**. This Ninth Supplement shall be binding upon and inure to the benefit of the Developer and Owner, all Declarants (as defined in the Master Declaration), and their successors and assigns.

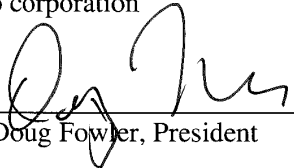
23. **Effect upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Supplemental Declaration shall be amended by the terms hereof.

[end of text – signatures on following page]


IN WITNESS WHEREOF, the undersigned has duly executed this Ninth Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Doug Fowler, President

HIGH CANYON RANCLANDS 1, LLC,
an Idaho limited liability company

By: 
Name: Bradley Hillgren
Its: Manager

Schedule of Exhibits

Exhibit A – Legal Description of Additional Phase

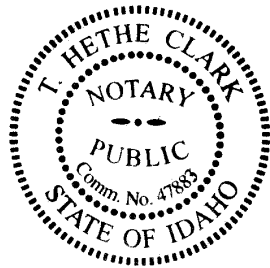
[end of text – acknowledgment on following page]

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of July 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Fowler, known or identified to me to be the President of Barber Valley Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

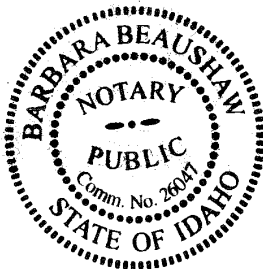


[Signature]
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 6/28/24

STATE OF Idaho)
) ss.
County of Canyon)

On this 19 day of April 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad Hillgren, known or identified to me to be the Manager of High Canyon Ranchlands 1, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
Notary Public for Idaho
Residing at: Meridian
My commission expires: 10/12/26

Exhibit A

Legal Description of Additional Phase



9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

Description for
SE10 Parcel
October 29, 2020

A parcel of land located within the Northwest 1/4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the 1/4 corner common to Sections 20 and 29, from which the Section corner common to Sections 19, 20, 29, and 30 bears North 89°35'48" West, 2657.50 feet; thence South 40°55'55" West, 1874.48 feet to the **REAL POINT OF BEGINNING**;

thence South 25°59'08" West, 13.00 feet;

thence South 64°00'52" East, 12.00 feet;

thence South 25°59'08" West, 187.83 feet;

thence 52.62 feet along the arc of curve to the left, said curve having a radius of 33.50 feet, a central angle of 90°00'00" and a long chord which bears South 70°59'08" West, 47.38 feet;

thence North 64°00'52" West, 211.50 feet;

thence North 25°59'08" East, 13.00 feet;

thence North 64°00'52" West, 12.00 feet;

thence North 25°59'08" East, 208.33 feet;

thence South 64°00'52" East, 12.00 feet;

thence North 25°59'08" East, 13.00 feet;

thence South 64°00'52" East, 233.00 feet to the **REAL POINT OF BEGINNING**.

Containing 1.37 acres, more or less.

End of Description.

