

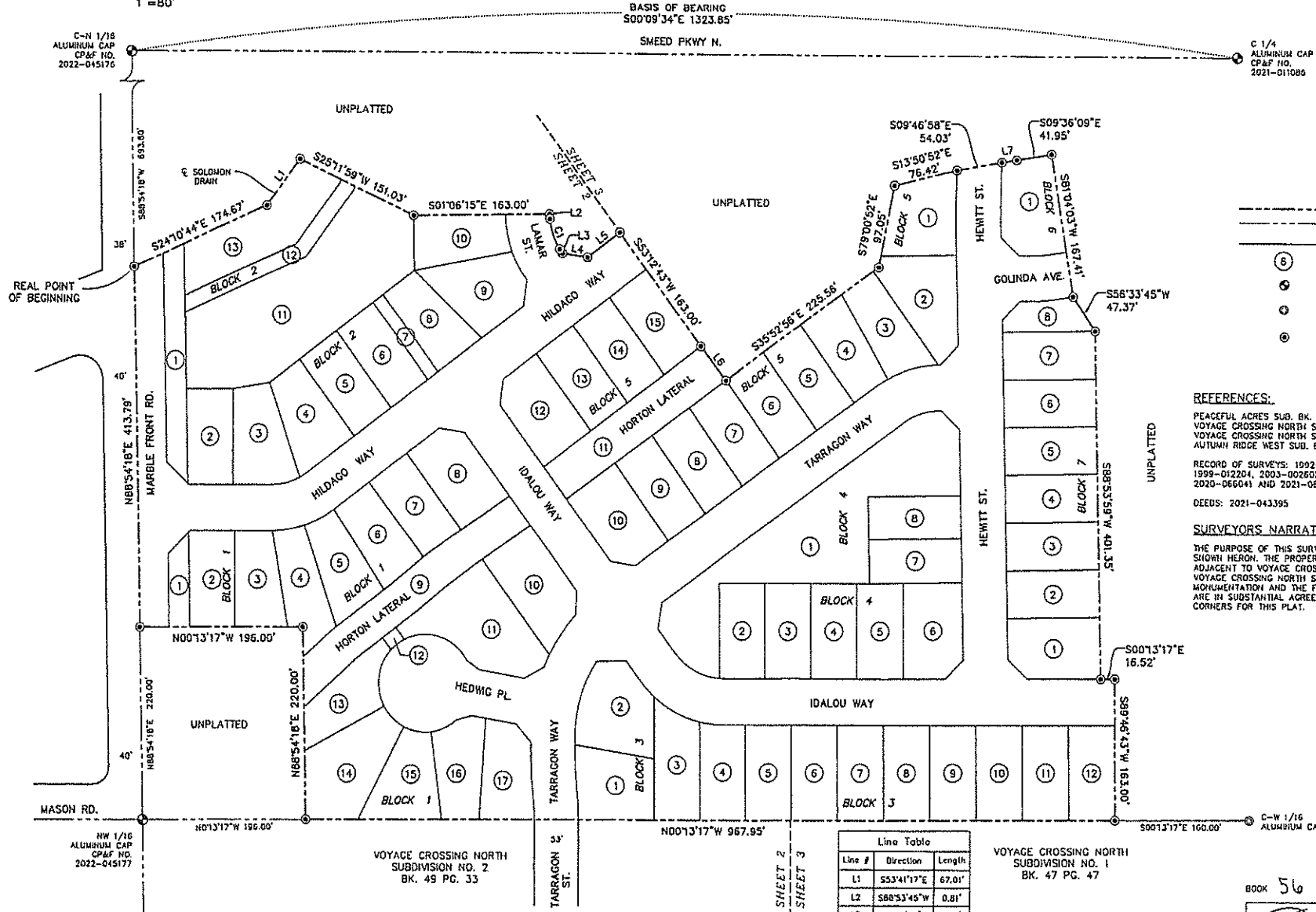
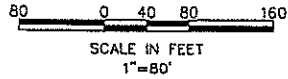
PLAT SHOWING **TOPAZ RANCH WEST SUBDIVISION NO. 1**

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION
 24, T.4N., R.3W., B.M. CITY OF CALDWELL, CANYON COUNTY, IDAHO
 2023

2023-038799
 RECORDED
 12/06/2023 01:52 PM



CHRIS YAMAMOTO
 CANYON COUNTY RECORDER
 Pg. 5 of 10
 PLAT
 SENT BY MAIL SERVICES



LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- LOT LINE
- ⑥ LOT NUMBER
- ⊙ FOUND BRASS OR ALUMINUM CAP MONUMENT (AS NOTED)
- ⊙ FOUND 5/8" IRON PIN WITH PLASTIC CAP, PLS 13765
- ⊙ SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11770

REFERENCES:

PEACEFUL ACRES SUB. BK. 13, PG. 1
 VOYAGE CROSSING NORTH SUB. NO. 1, BK. 47, PG. 47
 VOYAGE CROSSING NORTH SUB. NO. 2, BK. 49, PG. 33
 AUTUMN RIDGE WEST SUB. BK. 55, PG. 4
 RECORD OF SURVEYS: 1992-014700, 1995-018026, 1999-012051,
 1999-012204, 2003-002602, 2009-033076, 2017-002880,
 2020-066041 AND 2021-066328
 DEEDS: 2021-043395

SURVEYORS NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. THE PROPERTY LIES WITHIN UNPLATTED LAND AND IS ADJACENT TO VOYAGE CROSSING NORTH SUBDIVISION NO. 1 AND VOYAGE CROSSING NORTH SUBDIVISION NO. 2. FOUND SECTIONAL MONUMENTATION AND THE FOUND MONUMENTATION PER SAID PLATS ARE IN SUBSTANTIAL AGREEMENT AND WERE HELD AS CONTROLLING CORNERS FOR THIS PLAT.



CORY M. MCCAMMON, PLS 11779
 IDAHO SURVEY GROUP
 9955 W EMERALD ST
 BOISE, ID 83704

Line Table				
Line #	Direction	Length		
L1	S53°41'17"E	67.01'		
L2	S88°53'45"W	0.81'		
L3	S53°12'43"W	1.63'		
L4	S08°12'43"W	30.41'		
L5	S36°47'17"E	48.44'		
L6	S51°33'03"W	49.20'		
L7	S09°04'11"E	17.85'		

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	73.50'	45.78'	45.04'	S71°03'14"W	35°41'02"

NOTE:
 SEE SHEET 2 FOR NOTES
 SEE SHEET 3 FOR LINE & CURVE TABLES

BOOK 56 PAGE 33 SHEET 1 OF 5

Bailey Engineering, Inc.
 CIVIL ENGINEERING | PLANNING | CADD
 1110 E STATE STREET, SUITE 210 TEL 208-208-0013
 EAGLE, ID 83616 www.baileyengineering.com

PLAT SHOWING TOPAZ RANCH WEST SUBDIVISION NO. 1

VOYAGE CROSSING NORTH
SUBDIVISION NO. 2
BK. 48 PG. 33

VOYAGE CROSSING NORTH
SUBDIVISION NO. 2
BK. 49 PG. 33

SHEET 3



NOTE:
SEE SHEET 3 FOR LINE & CURVE TABLES

Notes:

- 1) A ten (10) foot wide permanent public utilities, properly drainage, pressure irrigation easement is hereby designated along all lot lines common to a public right-of-way, subdivision boundary lines and rear lot lines. All easements are as shown on the plat.
- 2) This development recognizes Idaho Code Section 22-4503, Right To Farm Act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- 3) Any resubdivision of this Plat shall comply with the applicable zoning regulations in effect at the time of resubdivision.
- 4) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Caldwell.
- 5) All lot, parcel, and tract sizes shall meet dimensional standards established in the applicable zoning ordinance or as specifically approved.
- 6) Direct lot or parcel access to Marble Front Rd. is prohibited unless specifically approved by the City of Caldwell.
- 7) Lots 1, 9, 12 & 17, Block 1, Lots 1, 7, 11, 12 & 13, Block 2, Lot 1, Block 4, Lot 11, Block 5 and Lot 6, Block 7 are to be common area lots owned and maintained by the Topaz Ranch West Homeowners Association. All common lots are subject to a blanket public utilities, pressure irrigation and properly drainage easement.
- 8) Maintenance of any irrigation or drainage pipe or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity. Irrigation water will be provided by Caldwell Municipal Irrigation District in compliance with Idaho Code Section 31-3805(1). All lots within this subdivision will be entitled to irrigation rights, and will be obligated for assessments from Caldwell Municipal Irrigation District.
- 9) The availability of building permits for this development may be limited pursuant to Caldwell City Code 11-04-07(1) which limits the number of building permits that may be issued prior to final completion of the development. Applicant shall disclose to lot purchasers whether the issuance of building permits is in fact restricted by Caldwell City Code 11-04-07(1) and lot purchasers are encouraged to contact the Caldwell City Building Department prior to closing.
- 10) Lot 13, Block 2 is subject to a blanket easement in favor of the Bureau of Reclamation for the operation and maintenance of the a Solomon Drain.
- 11) Lot 9, Block 1 and Lot 11, Block 5 is subject to a blanket easement in favor of the Pioneer Irrigation District for the operation and maintenance of the Horton Lateral.
- 12) An easement in favor of the Pioneer Irrigation District is hereby designated across portions of Lot 1, Block 1 and Lot 1, Block 2 as shown & dimensioned.
- 13) A blanket public access and pathway easement is hereby reserved on Lot 12, Block 2.

LEGEND

- SUBDIVISION BOUNDARY
- - - EASEMENT LINE (SEE NOTE 1)
- - - EXISTING EASEMENT AS NOTED
- STREET CENTERLINE
- LOT LINE
- ⑤ LOT NUMBER
- ⑤ FOUND 5/8" IRON PIN WITH PLASTIC CAP, PLS 13765
- ④ SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
- ③ SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
- ② SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- WC WITNESS CORNER, AS NOTED, MARKED "W.C. 15G PLS 11779"
- Δ CALCULATED POINT, NOTHING FOUND OR SET

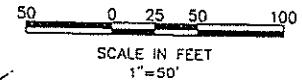


CODY M. MCCAMMON, PLS 11779
IDAHO SURVEY GROUP
9955 W EMERALD ST
BOISE, ID 83704

BOOK 56 PAGE 33 SHEET 2 OF 5

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EAGLE, ID 83616 www.baileyengineers.com

PLAT SHOWING TOPAZ RANCH WEST SUBDIVISION NO. 1



Curve #	Radius	Length	Chord	Bearing	Delta
C1	73.50'	45.78'	45.04'	S71°03'14"W	35°41'02"
C2	100.00'	63.82'	62.74'	S18°30'17"E	35°34'00"
C3	100.00'	62.28'	61.20'	S71°03'14"W	35°41'02"
C4	100.00'	93.26'	89.02'	S26°28'43"W	53°26'00"
C5	100.00'	60.71'	59.78'	N18°29'28"W	34°46'55"
C6	600.00'	26.50'	26.50'	N89°50'08"W	2°31'50"
C7	100.00'	13.57'	13.66'	S05°00'50"E	7°49'56"
C8	180.00'	170.71'	184.39'	N63°03'06"W	54°20'21"
C9	180.00'	32.47'	32.43'	N85°03'12"W	10°20'10"
C10	180.00'	136.24'	134.07'	N57°53'01"W	44°00'11"
C11	73.50'	45.91'	46.12'	S18°30'17"E	35°34'00"
C12	73.50'	35.69'	35.34'	S14°07'57"E	27°49'20"
C13	73.50'	11.22'	11.21'	S32°24'57"E	8°44'41"
C14	126.50'	78.78'	77.52'	S71°03'14"W	35°41'02"
C15	126.50'	35.04'	35.02'	N61°21'06"E	16°16'47"
C16	126.50'	42.84'	42.84'	N79°11'38"E	19°24'15"
C17	126.50'	76.79'	75.62'	N18°29'28"W	34°46'55"
C18	126.50'	13.83'	13.82'	S32°45'04"E	6°55'44"

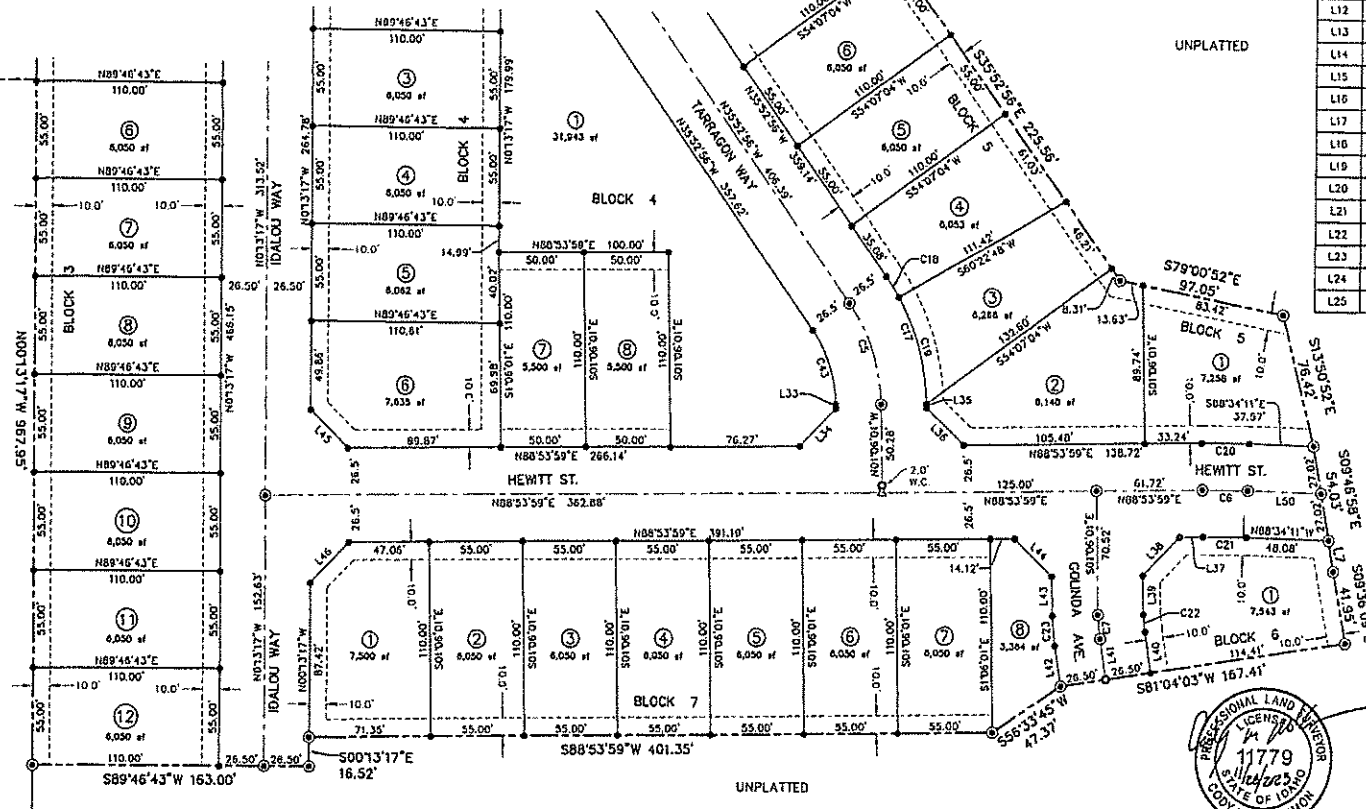
Curve #	Radius	Length	Chord	Bearing	Delta
C19	126.50'	62.97'	62.32'	S15°21'36"E	28°31'11"
C20	626.50'	27.67'	27.67'	S89°50'08"E	2°31'50"
C21	573.50'	25.33'	25.33'	N89°50'08"W	2°31'50"
C22	73.50'	10.05'	10.04'	S05°00'50"E	7°49'56"
C23	126.50'	17.29'	17.28'	N05°00'50"W	7°49'56"
C24	126.50'	117.07'	113.74'	S26°28'43"W	53°26'00"
C25	126.50'	29.10'	29.04'	N06°22'10"E	13°18'35"
C26	126.50'	62.56'	61.92'	N27°07'38"E	28°20'02"
C27	126.50'	26.31'	26.28'	N47°15'11"E	11°55'04"
C28	153.50'	90.95'	89.53'	N73°14'47"W	33°57'01"
C29	56.00'	277.05'	69.37'	N80°00'21"W	283°27'43"
C30	56.00'	33.71'	33.20'	N24°29'37"W	34°29'11"
C31	56.00'	33.66'	33.16'	N09°58'13"E	34°26'29"
C32	56.00'	33.66'	33.16'	N44°24'41"E	34°26'29"
C33	56.00'	09.46'	65.09'	S82°50'12"E	71°03'44"
C34	56.00'	20.11'	20.01'	S37°01'08"E	20°34'23"
C35	56.00'	06.46'	78.12'	S72°29'47"W	88°27'27"
C36	206.50'	71.83'	71.47'	N57°53'12"W	19°55'49"

Curve #	Radius	Length	Chord	Bearing	Delta
C37	206.50'	15.99'	15.99'	S85°38'02"E	4°26'11"
C38	206.50'	55.84'	55.67'	S55°40'07"E	15°28'39"
C39	126.50'	80.73'	79.37'	S18°30'17"E	35°34'00"
C40	126.50'	40.37'	40.20'	N27°38'47"W	18°17'00"
C41	126.50'	39.01'	38.86'	N09°40'12"W	17°40'10"
C42	126.50'	1.36'	1.36'	N00°31'42"W	0°36'31"
C43	73.50'	14.62'	14.62'	N18°29'28"W	34°46'55"
C44	73.50'	68.55'	66.09'	S26°28'43"W	53°26'00"
C45	73.50'	5.08'	5.08'	S01°45'33"W	3°37'40"
C46	73.50'	63.46'	61.51'	S28°28'33"W	49°28'20"
C47	300.00'	34.73'	34.71'	S86°27'44"W	6°37'58"
C48	326.50'	37.80'	37.78'	S86°27'44"W	6°37'58"
C49	273.50'	31.66'	31.64'	S06°27'44"W	6°37'58"
C50	300.00'	34.44'	34.43'	N86°26'00"E	6°34'42"
C51	326.50'	37.51'	37.49'	N86°26'14"E	6°34'58"
C52	273.50'	31.38'	31.36'	N86°25'56"E	6°34'23"

Line #	Direction	Length
L1	S53°41'17"E	67.01'
L2	S88°53'45"W	0.81'
L3	S53°12'43"W	1.63'
L4	S08°12'43"W	30.41'
L5	S36°47'17"E	46.44'
L6	S51°33'03"W	49.29'
L7	S09°04'11"E	17.85'
L8	N44°20'30"E	37.30'
L9	N49°39'30"W	37.65'
L10	N08°12'43"E	30.41'
L11	N81°47'17"W	30.41'
L12	S81°47'17"E	30.41'
L13	N53°12'43"E	1.63'
L14	N88°53'45"E	0.81'
L15	N88°53'45"E	0.81'
L16	S08°59'53"W	30.16'
L17	S87°21'17"E	27.31'
L18	N81°20'07"W	30.65'
L19	N53°12'43"E	26.64'
L20	N01°31'47"W	35.11'
L21	S89°46'43"W	26.99'
L22	S89°46'43"W	19.30'
L23	N49°53'11"E	28.01'
L24	S28°55'59"E	26.58'
L25	S35°51'34"W	18.43'
L26	S52°58'52"W	17.12'
L27	N52°58'52"E	17.12'
L28	N43°42'13"W	23.06'
L29	N43°42'13"W	23.06'
L30	N15°52'17"W	19.09'
L31	N34°36'21"E	28.12'
L32	N01°05'01"W	2.28'
L33	N45°53'59"E	30.41'
L34	S01°05'01"E	2.28'
L35	S43°33'50"W	30.41'
L36	S01°05'01"E	2.28'
L37	S88°53'59"W	13.72'
L38	S43°33'50"W	30.41'
L39	S01°05'01"E	2.28'
L40	S08°55'57"E	23.63'
L41	S08°55'57"E	23.63'
L42	N08°55'57"W	23.63'
L43	N01°05'01"W	22.52'
L44	N46°05'01"W	30.41'
L45	S45°30'38"E	30.64'
L46	S44°20'21"W	32.20'
L47	N67°53'22"W	3.88'
L48	N67°53'22"W	5.15'
L49	H35°52'56"W	1.13'
L50	N88°34'11"W	42.82'

MATCH SHEET 2

VOYAGE CROSSING NORTH
SUBDIVISION NO. 1
BK. 47 PG. 47



NOTE:
SEE SHEET 2 FOR NOTES

COODY M. MCCAMMON, PLS 11779
IDAHO SURVEY GROUP
9855 W EMERALD ST
BOISE, ID 83704

- LEGEND**
- SUBDIVISION BOUNDARY
 - EASEMENT LINE (SEE NOTE 1)
 - STREET CENTERLINE
 - LOT LINE
 - LOT NUMBER
 - SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
 - SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
 - SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
 - WITNESS CORNER, AS NOTED, MARKED "W.C. ISG PLS 11779"
 - CALCULATED POINT, NOTHING FOUND OR SET

PLAT SHOWING
TOPAZ RANCH WEST SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation, is the owner of the property described as follows:

A parcel of land located in the SE 1/4 of the NW 1/4 of Section 24, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho being more particularly described as follows:

Commencing at the C-N 1/16 corner of said Section 24 from which the C 1/4 corner of said Section 24 bears South 00°09'34" East, 1323.85 feet; thence along the North boundary line of the SE 1/4 of the NW 1/4 of said Section 24 South 88°54'18" West, 693.80 feet to a point on the centerline of the Solomon Drain, said point also being the REAL POINT OF BEGINNING;

thence along the centerline of the Solomon Drain the following 2 courses and distances:

South 24°10'44" East, 174.67 feet;

South 53°41'17" East, 67.01 feet;

thence leaving said centerline, South 25°11'59" West, 151.03 feet;

thence South 01°06'15" East, 163.00 feet;

thence South 88°53'45" West, 0.81 feet;

thence 45.78 feet along the arc of a curve to the left, said curve having a radius of 73.50 feet, a central angle of 35°41'02" and a long chord which bears South 71°03'14" West, 45.04 feet;

thence South 53°12'43" West, 1.63 feet;

thence South 08°12'43" West, 30.41 feet;

thence South 36°47'17" East, 48.44 feet;

thence South 53°12'43" West, 163.00 feet;

thence South 51°33'03" West, 49.29 feet;

thence South 35°52'56" East, 225.56 feet;

thence South 79°00'52" East, 97.05 feet;

thence South 13°50'52" East, 76.42 feet;

thence South 09°46'58" East, 54.03 feet;

thence South 09°04'11" East, 17.85 feet;

thence South 09°38'69" East, 41.95 feet;

thence South 81°04'03" West, 167.41 feet;

thence South 56°33'45" West, 47.37 feet;

thence South 88°53'59" West, 401.35 feet;

thence South 00°13'17" East, 16.52 feet;

thence South 89°46'43" West, 163.00 feet to a point on the East boundary line of Voyage Crossing North Subdivision No. 1 as filed in Book 47 of Plats at Page 47, records of Canyon County, Idaho;

thence along the East boundary line of said Voyage Crossing North Subdivision No. 1 and the East boundary line of Voyage Crossing North Subdivision No. 2 as filed in Book 49 of Plats at Page 33, records of Canyon County, Idaho, North 00°13'17" West, 967.95 feet;

thence leaving said East boundary line, North 88°54'18" East, 220.00 feet;

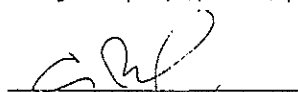
thence North 00°13'17" West, 196.00 feet to a point on the North boundary line of the SE 1/4 of the NW 1/4 of said Section 24;

thence along said North boundary line North 88°54'18" East, 413.79 feet to the REAL POINT OF BEGINNING.

Containing 16.726 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Caldwell main line located adjacent to the subject subdivision, and the City of Caldwell has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation


Corey D. Barton, President

ACKNOWLEDGMENT

(State of Idaho)

) s.s.

County of Ada

On this 27th day of November, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he 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.

6-05-2028

My commission expires



Adair Koltjes
Notary Public for Idaho
Residing in Nampa, Idaho

CERTIFICATE OF SURVEYOR


I, Cody M. McCommon, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Cody M. McCommon



P.L.S. NO. 11779

BOOK 56 PAGE 33 SHEET 4 OF 5


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EAGLE, ID 83616 www.baileyengineering.com

PLAT SHOWING
TOPAZ RANCH WEST SUBDIVISION NO. 1

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Caldwell, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Anthony Lee
District Health Department, REHS

11/14/2023
Date

APPROVAL OF CITY ENGINEER

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

Dan M
City of Caldwell Engineer



11/27/23
Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Caldwell, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 21st day of November, 2023, this plat was accepted and approved.

Debbie Hays
City Clerk, Caldwell, Idaho



11/27/2023
Date

CERTIFICATE OF COUNTY SURVEYOR

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

David B. Kinser
Canyon County Surveyor Under IC-50-1305
DAVID B. KINSER PE/PLS 2659

11/21/23
Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-130B do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Amie Wood
County Treasurer



12/6/2023
Date



CODY M. MCCAMMON, PLS 11779
IDAHO SURVEY GROUP
9955 W EMERALD ST
BOISE, ID 83704

BOOK 54 PAGE 33 SHEET 5 OF 5

Bailey Engineering, Inc.
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EAGLE, ID 83616 www.baileyengineers.com

2024-002752

RECORDED

01/30/2024 02:40 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=31 AVEGA

\$100.00

TYPE: CCR

TITLEONE BOISE

ELECTRONICALLY RECORDED

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TOPAZ RANCH WEST SUBDIVISION**

December 22nd, 2023

NOTICE

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

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOPAZ RANCH WEST SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Topaz Ranch West Subdivision (this "Declaration") is made effective this 22nd day of December, 2023, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

Section 1. Property Covered/Benefit of Declaration. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is phase 1 of the overall Topaz Ranch West Subdivision as described on the attached Exhibit B, which is made a part hereof ("Topaz Ranch"). **It is currently anticipated that additional phases of Topza Ranch will be platted, annexed into the Property and made subject to this Declaration. Declarant, the Association and each Owner covenants and agrees that 1) additional phases of Topaz Ranch can be platted, annexed into the Property and made subject to this Declaration, and 2) he/she/they/it shall not contest any such platting, annexation and/or subjection to this Declaration.**

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

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

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Lot, Dwelling Unit, Common Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean the Topaz Ranch West Homeowners' Association, Inc., its successors and/or assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Common Lots" shall mean that certain real property (including the

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Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

Section 6. "Declarant" shall mean Challenger Development Inc., an Idaho corporation, or its permitted assigns.

Section 7. "Dwelling Unit" shall mean each single family, detached residential home to be constructed on each Lot.

Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner (or his or her family members, invitees or licensees), equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs (whether or not suit has been filed), for specific maintenance as detailed in this Declaration, any corrective action taken by the Association, fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner, or the family members, licensees and invitees thereof. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 10. "Lot" shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plat" shall mean the Topaz Ranch West Subdivision No. 1 final plat filed in Book 56 of Plats at Page 33, Records of Canyon County, Idaho, a copy of which is attached hereto as

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Exhibit D, which is made a part hereof.

Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 17. "Property" shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 19. "Restrictions" shall mean the restrictions, easements, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 20. "Special Assessments" shall mean the cost of capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments incurred by the Association and levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single family, detached Dwelling Units only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry or mobile homes are allowed.

Section 2. Common Lots. The Association shall own and be responsible for the operation, maintenance, repair and/or replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain, repair and/or replace these Common Lots (and Improvements thereon) in a competent and attractive manner, including, without limitation, snow removal, if appropriate, and the watering, mowing, fertilizing and caring for any and all landscaping thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

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

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(b) the right of the Association to adopt rules governing the use of the Common Lots; and

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

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

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

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

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

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, 1) must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, and 2) are hereby prohibited from parking or storing any vehicles on or in the front yards of Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Lots.

Section 5. Compliance With Laws, Rules and Ordinances. Neither the Association nor any Owner, or their respective family members, invitees or licensees, shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any

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laws, rules, regulations or ordinances.

Section 6. Signs. “For Rent”, “For Lease” and all similar signs are prohibited. In addition, subject to compliance with Idaho law, no other sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot and/or Dwelling Unit for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, reptiles, poultry and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or Common Lot, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e., an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat).

Notwithstanding the foregoing, the Board may at any time require the removal of any animal, including domestic dogs and/or cats, which it finds is creating unreasonable noise or otherwise disturbing the other Owners, or their family members, invitees or licensees, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other Person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

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

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. **No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition,**

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

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

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

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

Section 12. Antennae/Dishes. All antennae and/or satellite or other dishes shall be pre-approved in writing by the Architectural Committee and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property. Only one (1) antennae and/or satellite or other dish may be situated on any Dwelling Unit or Lot.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. **Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.**

Section 14. Individual Lot Drainage. All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing: 1) all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall

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cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement, and 2) the over watering of landscaping (including lawns) is strictly prohibited. **Neither Declarant, any of its affiliates, nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.**

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

Section 16. Dwelling Unit Construction Commencement and Completion. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit (if not already constructed) within six (6) months from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve (12) months from the commencement date in which to complete construction of the Dwelling Unit (if not already constructed). **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements.** Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 17. Initial Front Yard Landscaping. Construction of any Dwelling Unit on any Lot shall include the following minimum front yard landscaping:

Two - 2" caliper trees;
Three - 5 gallon plants;
Five - 2 gallon plants; and
Sprinkler system.

This landscaping must be completed prior to the issuance of an occupancy permit for the Dwelling Unit. This landscaping requirement shall be applicable to Declarant as well as any Owner. In the event any Owner violates the front yard landscaping time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 18. Initial Back and Side Yard Landscaping. Each Owner of a Lot originally purchased from Declarant shall complete his/her back and side yard landscaping within six (6) months from the closing date thereof. **Such landscaping shall be in accordance with the landscaping plan(s) approved by the Architectural Committee and must adequately address on-site drainage and erosion control.**

In the event any Owner violates either of the back yard or side yard landscaping time requirements contained herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

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Section 19. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 20. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 21. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 22. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 23. Exterior Lighting. Other than exterior lighting provided by Declarant or any of its affiliates, exterior lights are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Caldwell Municipal Irrigation District ("District") utilizing a pressurized irrigation system owned and operated by the District ("Pressurized Irrigation System"). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property: 1) each Owner and the Association hereby agree to pay his/her/its proportionate share of assessments and other fees levied by the District, and 2) each Owner and the Association agree to abide by any irrigation watering schedule enacted by the District or Association. In addition, each Owner and the Association covenant and agree to hold the Declarant and/or the Association harmless from any and all liability for damages or injuries to themselves, and their family members, invitees and licensees, associated with the Pressurized Irrigation System.**

ARTICLE VI: INSURANCE

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

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

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

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

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B Member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association.** These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

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

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

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

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

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

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

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles, bylaws and rules, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

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

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

(c) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. **Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.**

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

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

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

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

The Board shall have the absolute right to adopt any rules it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties (including, without limitation, Declarant and/or any of its affiliates) to operate, maintain and manage the Common Lots and to perform any other right, duty or obligation of the Board or Association.

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

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles, bylaws or rules, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust

or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

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

ARTICLE X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures. **The Architectural Committee shall have the right to charge fees and/or collect deposits associated with plan review, inspections, re-inspections and any other facet of its duties and responsibilities as detailed in this Article.**

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance of any Improvement. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee

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may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of all required plans, specifications, fees and/or deposits the Architectural Committee may postpone its review. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after its receipt of all materials, fees and/or deposits required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

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

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

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

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, sue to enforce compliance with the approved plans, correct such noncompliance itself, fine such Owner in an amount reasonably determined by the Board, and/or take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting such noncompliance.

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

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

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

(c) If the Owner has not remedied such noncompliance within a period of not more than thirty (30) days from his or her receipt of the noncompliance notice, then the Board may, at its option, sue to enforce compliance with this Article, correct such noncompliance itself, fine such Owner in an amount reasonably determined by the Board, and/or take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting such noncompliance.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement/Fines. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. In addition, the Board, in its reasonable discretion, shall have the right to impose fines, in amounts as reasonably determined by the Board, upon any Owner, and such Owner's Lot, associated with any and all violations of this Declaration, any supplemental declaration and/or any Association rules by such Owner or such Owner's family members, invitees or licensees. **Notwithstanding any of the foregoing, the imposition, perfection, collection and/or enforcement of any fines must also comply with any and all requirements contained in the Idaho Code.**

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

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved in writing by Declarant (assuming Declarant owns one or more Lots) and the written consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Canyon County, Idaho.

Section 4. Annexation. As described in **Article I, Section 1**, additional real property consisting of additional phases of Topaz Ranch may be annexed into the Property. These future annexations will be accomplished by Declarant, or any other owner of such additional phases, at its or their sole and absolute discretion, without the consent of any Person. In addition, additional residential property not currently anticipated to be a part of the remainder of Topaz Ranch may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Canyon County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

Section 6. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding. **Notwithstanding any other provision contained in this Declaration, the award of attorneys' fees and costs to the Association must comply with any and all requirements contained in the Idaho Code.**

Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

Section 9. Assumption of Risk; Waiver of Claims. **All Owners, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective shareholders, officers, directors, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective shareholders, officers, directors, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective shareholders, officers, directors, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.**

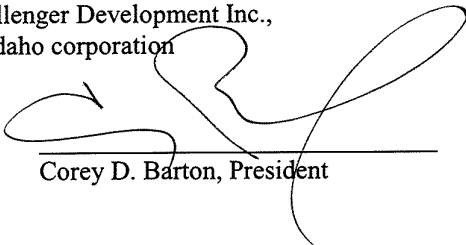
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

Declarant:


Challenger Development Inc.,
an Idaho corporation

By:


Corey D. Barton, President

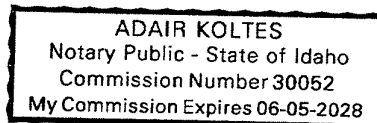
STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on December 22nd, 2023, by Corey D. Barton as the President of Challenger Development Inc.



Signature of Notary Public

My commission expires: 6-05-2028



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 16

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 17, Block 1; Lots 1 through 13, Block 2; Lots 1 through 12, Block 3; Lots 1 through 8, Block 4; Lots 1 through 15, Block 5; Lot 1, Block 6; and Lots 1 through 8, Block 7, Topaz Ranch West Subdivision No. 1, according to the official plat thereof, filed in Book 56 of Plats at Page 33, Records of Canyon County, Idaho.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 17

EXHIBIT B
DESCRIPTION OF OVERALL TOPAZ RANCH WEST SUBDIVISION

See attached.

**PRELIMINARY PLAT DESCRIPTION FOR
MARBLEFRONT WEST SUBDIVISION**

A parcel of land located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 24, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Commencing at the C-N1/16 corner of said Section 24 from which the C1/4 corner of said Section 24 bears South 00°09'34" East, 1323.85 feet;

thence along the North-South centerline of said Section 24 South 00°09'34" East, 436.00 feet to a point on the centerline of the Solomon Drain, said point also being the **REAL POINT OF BEGINNING**;

thence continuing along said North-South centerline South 00°09'34" East, 719.85 feet;

thence leaving said North-South centerline South 88°53'45" West, 517.00 feet;

thence South 15°18'37" East, 275.37 feet;

thence South 88°53'59" West, 881.26 feet to a point on the West boundary line of the NE 1/4 of the SW 1/4 of said Section 24;

thence along said West boundary line North 00°05'24" West, 99.02 feet to the SE corner of Voyage Crossing North Subdivision No. 1 as filed in Book 47 of Plats at Page 47, records of Canyon County, Idaho;

thence along the East boundary line of said Voyage Crossing North Subdivision No. 1 and the West boundary line of the SE 1/4 of the NW 1/4 of said Section 24 North 00°13'17" West, 1,127.95 feet;

thence leaving said West boundary line North 88°54'18" East, 220.00 feet;

thence North 00°13'17" West, 196.00 feet to a point on the North boundary line of the SE 1/4 of the NW 1/4 of said Section 24;

thence along said North boundary line North 88°54'18" East, 413.79 feet to a point on the centerline of the Solomon Drain;

thence along the centerline of the Solomon Drain the following 4 courses and distances:

thence leaving said North boundary line South 24°10'44" East, 174.67 feet;

thence South 53°41'17" East, 67.01 feet;

thence South 67°53'22" East, 501.50 feet;

thence South 71°32'52" East, 110.40 feet to the **REAL POINT OF BEGINNING**. Containing 34.84 acres, more or less.



EXHIBIT C
LEGAL DESCRIPTION OF COMMON LOTS

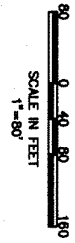
Lots 1, 9, 12 and 17, Block 1; Lots 1, 7, 11, 12 and 13, Block 2; Lot 1, Block 4; Lot 11, Block 5; and Lot 8, Block 7, Topaz Ranch West Subdivision No. 1, according to the official plat thereof, filed in Book 56 of Plats at Page 33, Records of Canyon County, Idaho.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 19

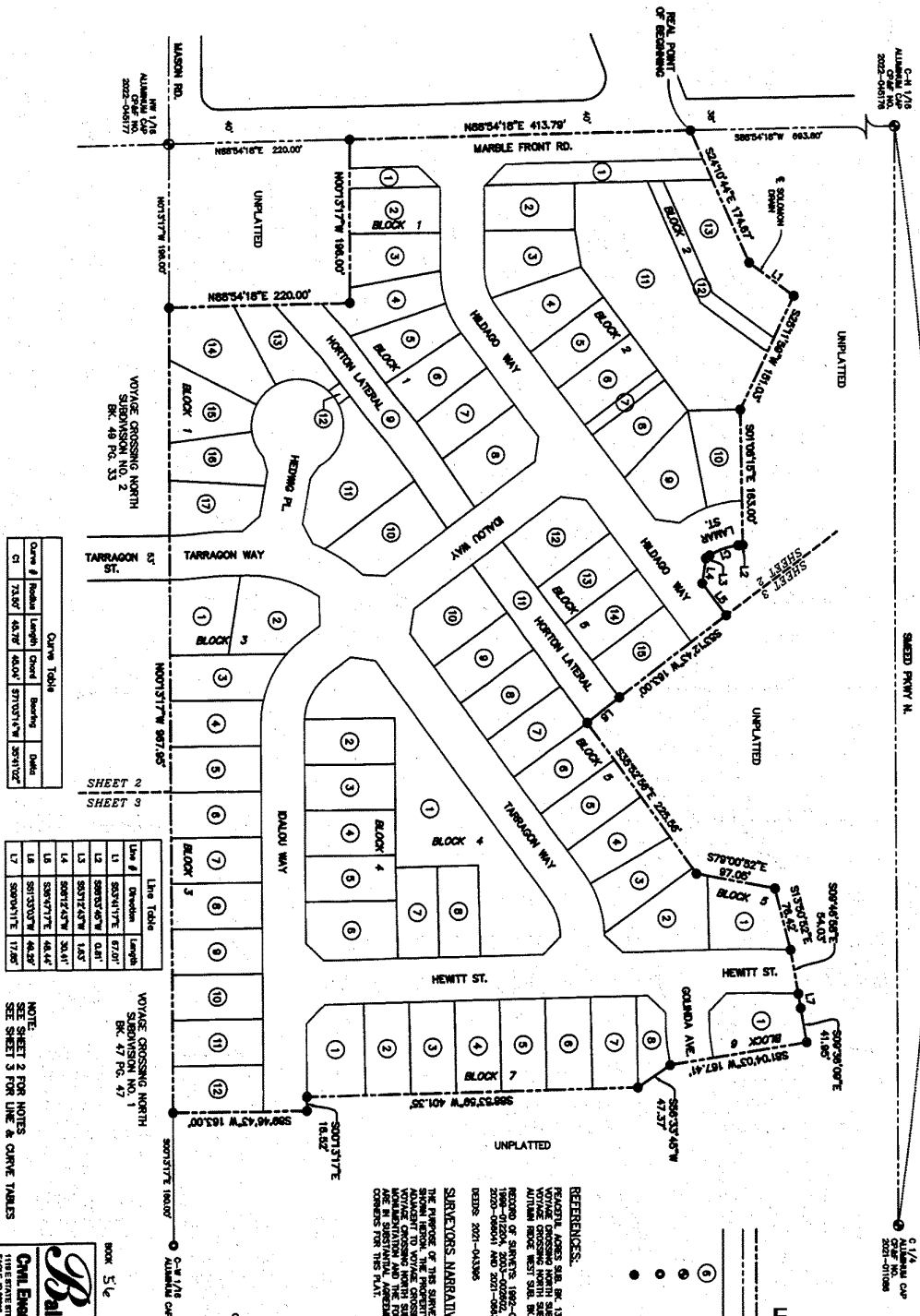
EXHIBIT D
TOPAZ RANCH WEST SUBDIVISION NO. 1 FINAL PLAT

See attached.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 20



PLAT SHOWING
TOPAZ RANCH WEST SUBDIVISION NO. 1
 A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION
 24, T.4N, R.3W, B.M. CITY OF CALDWELL, CANYON COUNTY, IDAHO
 2023



Curve Table

Curve #	Radius	Length	Chord	Bearing	Delta
C1	72.00'	45.79'	60.00'	S70°17'47\"	35°01'02"

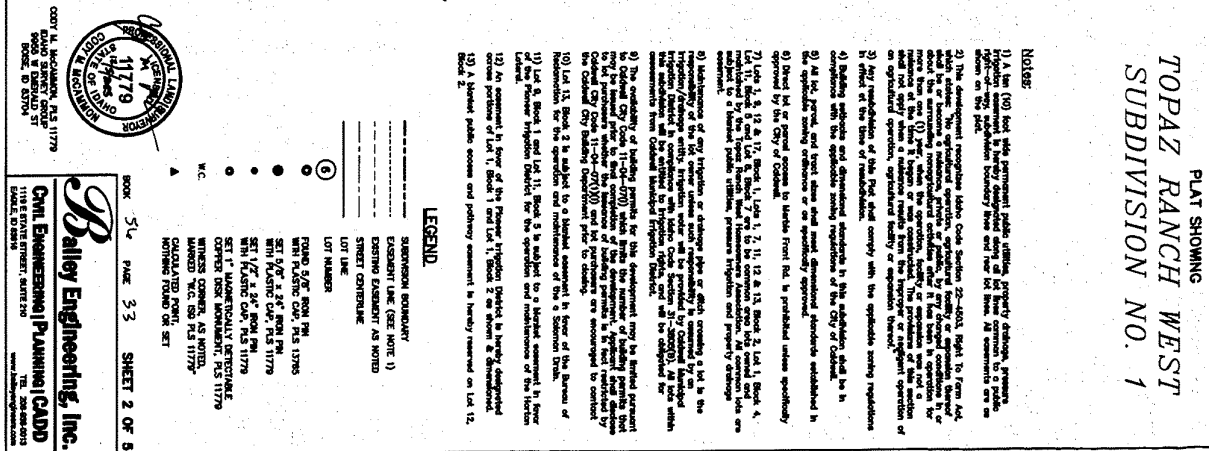
Line Table

Line #	Description	Length
L1	S00°11'17\"	67.07'
L2	S89°03'40\"	0.01'
L3	S00°17'47\"	1.83'
L4	S00°17'47\"	30.41'
L5	S00°17'17\"	48.44'
L6	S00°17'07\"	48.29'
L7	S00°01'17\"	17.98'

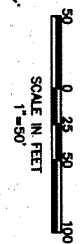
NOTE:
 SEE SHEET 2 FOR NOTES
 SEE SHEET 3 FOR LINE & CURVE TABLES

REFERENCES:
 PLAT 1, AGNES SUB, BK. 13, PG. 1, BK. 47, PG. 47
 VOYAGE CROSSING NORTH SUBDIVISION NO. 1, BK. 47, PG. 47
 ALTIMAR ROCK WEST SUB, BK. 40, PG. 4
 RECORD OF SURVEY 1996-01-07/01, 1998-01-08/08, 1999-01-09/09, 2000-01-10/10, 2001-01-11/11, 2002-01-12/12, 2003-01-13/13, 2004-01-14/14, 2005-01-15/15, 2006-01-16/16, 2007-01-17/17, 2008-01-18/18, 2009-01-19/19, 2010-01-20/20, 2011-01-21/21, 2012-01-22/22, 2013-01-23/23, 2014-01-24/24, 2015-01-25/25, 2016-01-26/26, 2017-01-27/27, 2018-01-28/28, 2019-01-29/29, 2020-01-30/30, 2021-01-31/31, 2022-01-32/32, 2023-01-33/33, 2024-01-34/34, 2025-01-35/35, 2026-01-36/36, 2027-01-37/37, 2028-01-38/38, 2029-01-39/39, 2030-01-40/40, 2031-01-41/41, 2032-01-42/42, 2033-01-43/43, 2034-01-44/44, 2035-01-45/45, 2036-01-46/46, 2037-01-47/47, 2038-01-48/48, 2039-01-49/49, 2040-01-50/50, 2041-01-51/51, 2042-01-52/52, 2043-01-53/53, 2044-01-54/54, 2045-01-55/55, 2046-01-56/56, 2047-01-57/57, 2048-01-58/58, 2049-01-59/59, 2050-01-60/60, 2051-01-61/61, 2052-01-62/62, 2053-01-63/63, 2054-01-64/64, 2055-01-65/65, 2056-01-66/66, 2057-01-67/67, 2058-01-68/68, 2059-01-69/69, 2060-01-70/70, 2061-01-71/71, 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PLAT SHOWING
TOPAZ RANCH WEST
SUBDIVISION NO. 1



Curve #	Radius	Length	Chord	Bearing	Delta
C1	73.00'	46.38'	46.04'	S71°03'47"W	35°11'02"
C2	100.00'	43.82'	42.74'	S70°01'17"E	35°10'47"
C3	100.00'	42.35'	41.26'	S70°01'17"E	35°10'47"
C4	100.00'	43.82'	42.74'	S69°58'43"W	35°10'47"
C5	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C6	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C7	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C8	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C9	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C10	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C11	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C12	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C13	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C14	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C15	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C16	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C17	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C18	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"

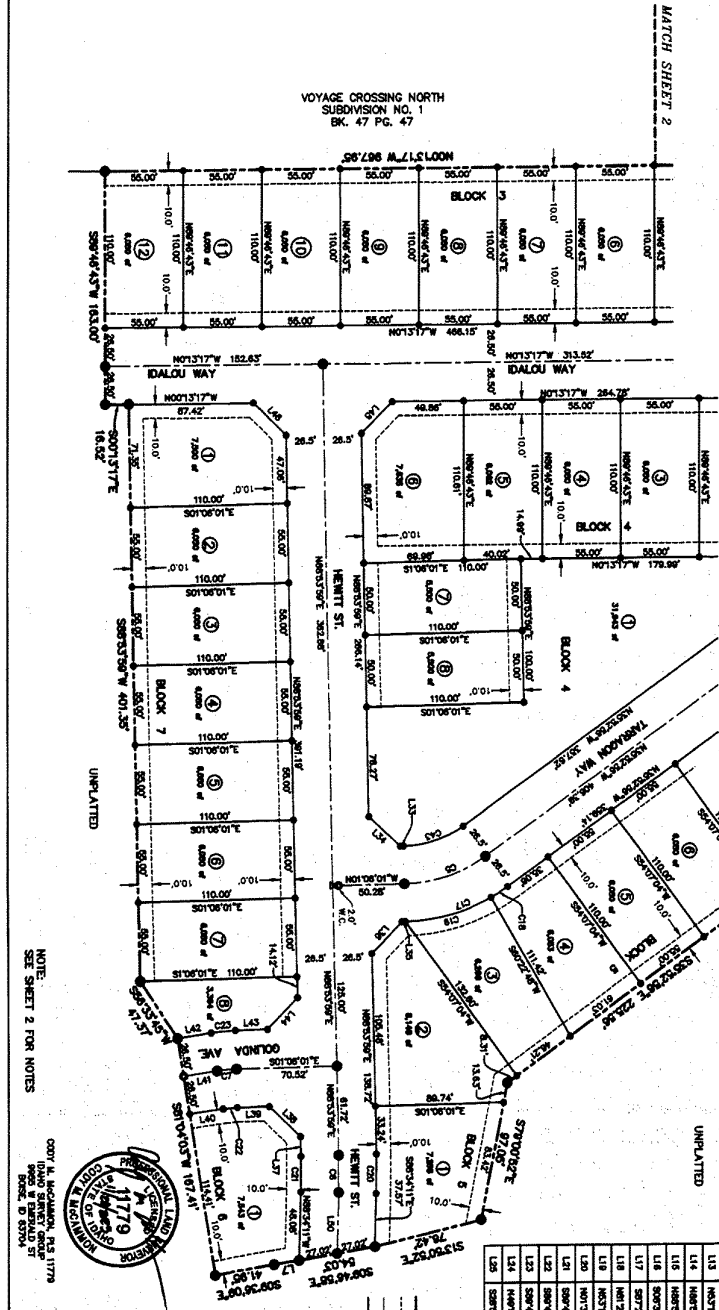
Curve #	Radius	Length	Chord	Bearing	Delta
C19	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C20	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C21	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C22	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C23	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C24	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C25	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C26	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C27	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C28	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C29	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C30	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C31	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C32	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C33	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C34	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C35	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C36	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C37	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C38	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C39	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C40	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"

Curve #	Radius	Length	Chord	Bearing	Delta
C41	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C42	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C43	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C44	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C45	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C46	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C47	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C48	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C49	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C50	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C51	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C52	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C53	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C54	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C55	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C56	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C57	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C58	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C59	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"
C60	100.00'	46.38'	46.04'	S69°58'43"W	35°10'47"

Line #	Direction	Length	Line #	Direction	Length
L1	S69°58'43"W	46.38'	L31	S69°58'43"W	46.38'
L2	S69°58'43"W	46.38'	L32	S69°58'43"W	46.38'
L3	S69°58'43"W	46.38'	L33	S69°58'43"W	46.38'
L4	S69°58'43"W	46.38'	L34	S69°58'43"W	46.38'
L5	S69°58'43"W	46.38'	L35	S69°58'43"W	46.38'
L6	S69°58'43"W	46.38'	L36	S69°58'43"W	46.38'
L7	S69°58'43"W	46.38'	L37	S69°58'43"W	46.38'
L8	S69°58'43"W	46.38'	L38	S69°58'43"W	46.38'
L9	S69°58'43"W	46.38'	L39	S69°58'43"W	46.38'
L10	S69°58'43"W	46.38'	L40	S69°58'43"W	46.38'
L11	S69°58'43"W	46.38'	L41	S69°58'43"W	46.38'
L12	S69°58'43"W	46.38'	L42	S69°58'43"W	46.38'
L13	S69°58'43"W	46.38'	L43	S69°58'43"W	46.38'
L14	S69°58'43"W	46.38'	L44	S69°58'43"W	46.38'
L15	S69°58'43"W	46.38'	L45	S69°58'43"W	46.38'
L16	S69°58'43"W	46.38'	L46	S69°58'43"W	46.38'
L17	S69°58'43"W	46.38'	L47	S69°58'43"W	46.38'
L18	S69°58'43"W	46.38'	L48	S69°58'43"W	46.38'
L19	S69°58'43"W	46.38'	L49	S69°58'43"W	46.38'
L20	S69°58'43"W	46.38'	L50	S69°58'43"W	46.38'

LEGEND

- SECTION BOUNDARY
- EASEMENT LINE (SEE NOTE 1)
- STREET CENTERLINE
- LOT LINE
- LOT NUMBER
- SET 1/2" X 1/2" FROM PM WITH PLACING CAP, PLS 11779
- SET 1/2" X 1/2" FROM PM WITH PLACING CAP, PLS 11779
- SET 1" MARKER/STAKE IN CENTER CORNER, AS NOTED
- WITNESS CORNER, AS NOTED
- MARKED "N.C. 95 PLS 11779"
- CALCULATED POINT
- MINIMUM STAKE SET



NOTE:
SEE SHEET 2 FOR NOTES

DATE: 11/17/2023
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN

Ballou Engineering, Inc.
Civil Engineering/Planning/CADD
11848 E. 118th Ave., Suite 200
Denver, CO 80231
Phone: 303.755.1177
Fax: 303.755.1178
www.balloueng.com

CERTIFICATE OF OWNERS

A parcel or land located in the SE 1/4 of the NW 1/4 of Section 24, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho being more particularly described as follows:

Commencing at the C-1/1/6 corner of said Section 24 from which the C-1/4 corner of said Section 24 bears South 00°09'24" East, 1323.85 feet; thence along the North boundary line of the SE 1/4 of the NW 1/4 of said Section 24 South 88°54'18" West, 663.80 feet to a point on the centerline of the Solomon Drain, said point also being the REAL POINT OF BEGINNING; thence along the centerline of the Solomon Drain the following 2 courses and distances:

South 24°17'44" East 172.67 feet;

Phoenix Landing and Cambridge, South 29°11'57" West, 161.03 feet;
 Phoenix South 01°10'17" East, 163.00 feet;
 Phoenix South 88°15'45" West, 103.16 feet;
 Phoenix 45.78 feet along the arc of a circle to the left, said curve having a radius of 73.50 feet, a central angle of 35°11'02" and a long chord which bears South 71°10'45" East, 45.00 feet.

Trench South 53°12'45" West, 1.63 feet
 Trench South 08°12'45" West, 30.4 feet
 Trench South 08°12'45" West, 48.4 feet
 Trench South 36°47°11" East, 48.4 feet
 Trench South 53°12'45" West, 168.0 feet
 Trench South 51°33'03" West, 46.29 feet
 Trench South 53°02'05" East, 226.59 feet
 Trench South 79°00'00" East, 97.05 feet
 Trench South 13°50'00" East, 78.42 feet
 Trench South 09°46'50" East, 64.03 feet
 Trench South 09°04'11" East, 41.86 feet
 Trench South 09°30'00" East, 17.55 feet
 Trench South 09°30'00" East, 14.58 feet
 Trench South 51°04'03" West, 187.41 feet
 Trench South 08°03'59" West, 47.37 feet
 Trench South 08°03'59" West, 401.35 feet

North Southditch No. 1, and the East boundary line at Voyage Creek and North Southditch No. 2, as filed in Book 47 of Plats at Page 47, record of Canyon County, Idaho; thence along the East boundary line of said Voyage Creek North Southditch No. 1 and the East boundary line at Voyage Creek and North Southditch No. 2, as filed in Book 47 of Plats at Page 48, records of Canyon County, Idaho; North 00°15'17" West, 867.36 feet; thence nearly east 1/2 East boundary line, North 88°54'45" East, 222.00 feet; thence North 70°02'30" East, 142.75 feet.

Containing 16.728 acres, more or less

the location of the undersigned is hereby given the above described property in the plat and to dedicate to the public, the public streets as shown on the plat. The easements as shown on the plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within the plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Caldwell main that is located adjacent to the subject subdivision, and the City of Caldwell has agreed to serve all the lots in the subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D. Barber, President

ACKNOWLEDGMENT
(State of Idaho)

County of Ada)
) s.s.

On the 21 day of November, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Conry D. Barton, known or identified to me to be the President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

6-05-2028
My commission expires

ADAM KOLTES
Notary Public - State of Idaho
Commission Number 90062
My Commission Expires 08-06-2028

Notary Public for Idaho
Residing in Marion, Idaho

CERTIFICATE OF SURVEYOR

1. Copy M. McCann, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Ownership" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Cody M. McCann



P.L.S.NO. 11778

BOOK 56 PAGE 33 SHEET 4 OF 5

Balley Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CAD
1119 E STATE STREET, SUITE 210
EAGLE, ID 83616
TEL. 208-688-0711
www.lindbergpc.com

PLAT SHOWING TOPAZ RANCH WEST SUBDIVISION NO. 1

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (Q.L.P.E.) representing the City of Caldwell, and the Q.L.P.E. approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or other water extensions were constructed. Building construction can be allowed with appropriate building permits if the developer is satisfied that the building is constructed in accordance with the sanitary restrictions. If the developer fails to construct in accordance with the sanitary restrictions, the City of Caldwell may be empowered, in accordance with Section 50-1305, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewerage facilities shall be allowed.

Keith Lee 11/14/2023
District Health Department, REHS Date

APPROVAL OF CITY ENGINEER

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



Keith Lee 11/21/23
City of Caldwell Engineer Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Caldwell, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 21st day of November, 2023, the plat was accepted and approved.



Robbi Hays 11/21/2023
City Clerk, Caldwell, Idaho Date

CERTIFICATE OF COUNTY SURVEYOR

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

David W. Kinser 11/21/23
Canyon County Surveyor, License No. 25-80-1805 Date
David W. Kinser PE/PLS 2659

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, pay the requirements of I.C. 50-1306 do hereby certify that any and all current and/or subsequent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.



David W. Kinser 12/01/2023
County Treasurer Date



David W. Kinser 11/21/2023
Canyon County Surveyor, License No. 25-80-1805 Date
David W. Kinser PE/PLS 2659