PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

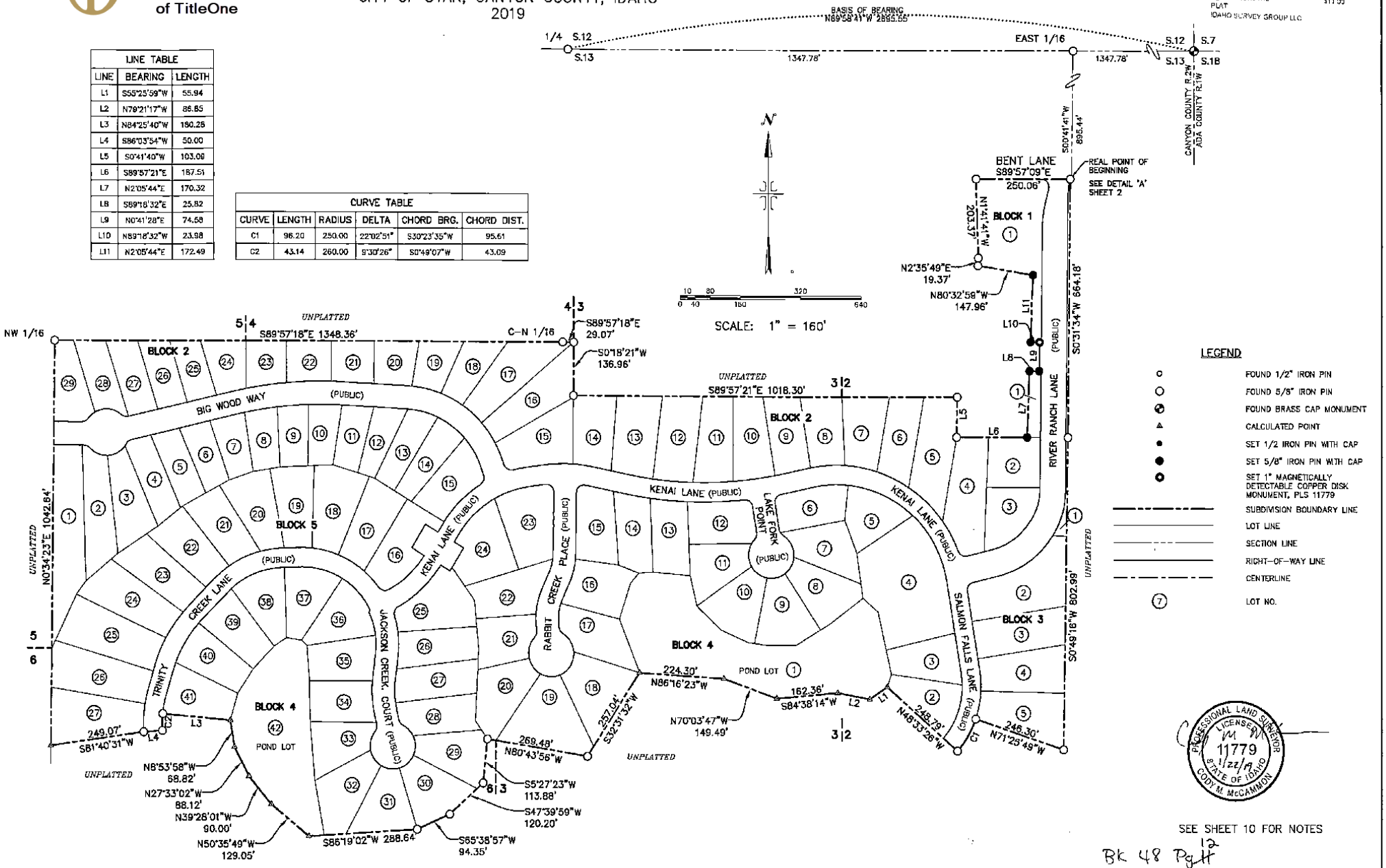
AN AMENDED AND RESTATED PLAT OF RIVER RANCH SUBDIVISION'S NO. 1 AND 2 WHICH SHALL BE NO FURTHER FORCE OR EFFECT AND A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 13, SITUATED IN THE NORTH 1/2 OF SECTION 13, T.4N., R.2W., B.M.
CITY OF STAR, CANYON COUNTY, IDAHO
2019

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2019-006193
RECORDED
02/14/2019 10:43 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
PLAT 311.00
IDAHO SURVEY GROUP LLC

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°25'59"W	55.94
L2	N79°21'17"W	86.85
L3	N84°25'40"W	180.28
L4	S86°03'54"W	50.00
L5	S0°41'40"W	103.08
L6	S89°57'21"E	187.51
L7	N2°05'44"E	170.32
L8	S89°18'32"E	25.82
L9	N0°41'28"E	74.58
L10	N89°18'32"W	23.98
L11	N2°05'44"E	172.49

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	96.20	250.00	22°02'51"	S30°23'35"W	95.61
C2	43.14	260.00	9°30'26"	S0°49'07"W	43.09



LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- CALCULATED POINT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- (7) LOT NO.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

SEE SHEET 10 FOR NOTES

Bk 48 Pg 12

JOB NO. 18-016
SHEET 1 OF 14

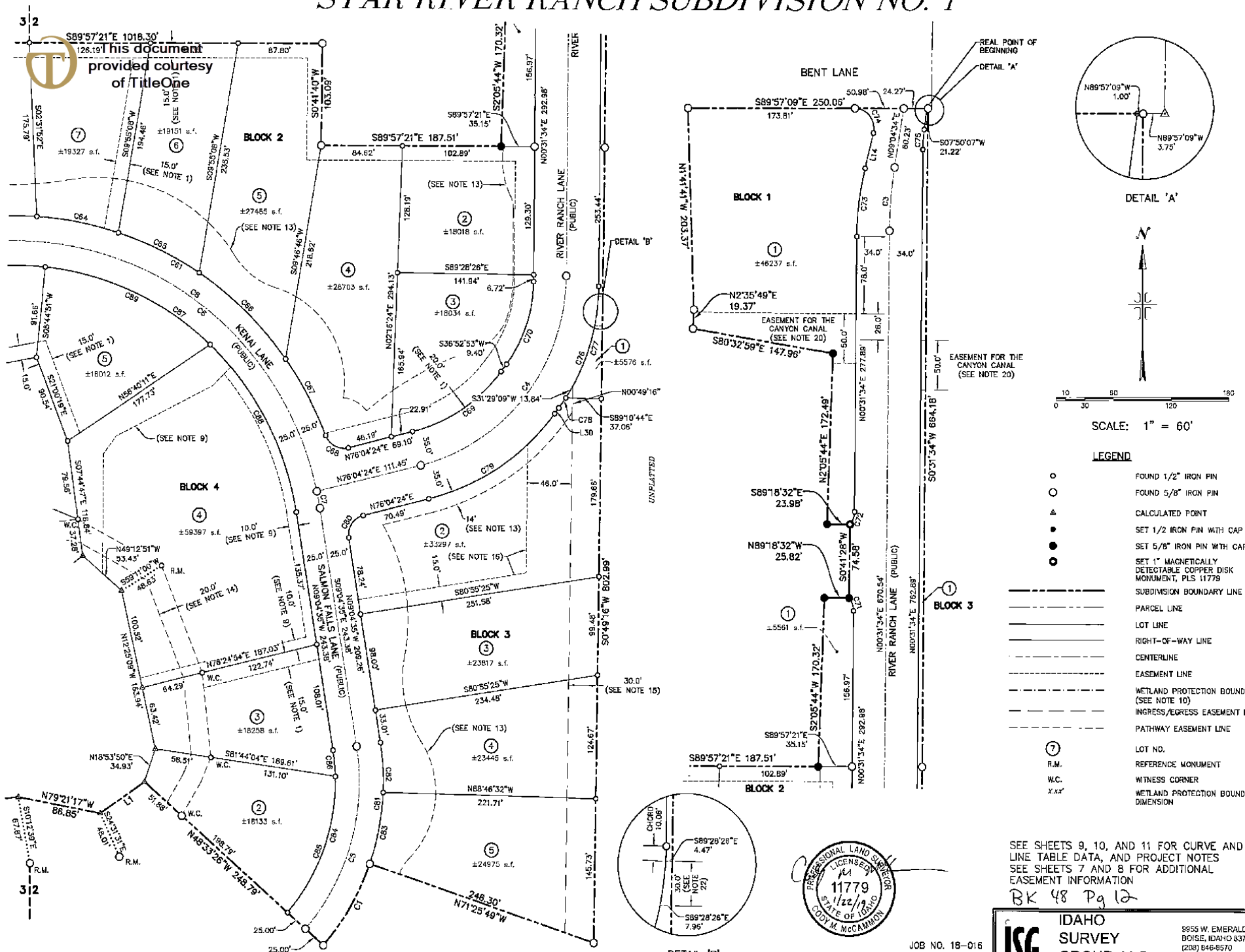
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

BK 48 Pg 12

PROFESSIONAL LAND SURVEYOR LICENSED 11779 11/22/19 STATE OF IDAHO CODY M. McCAMMON

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

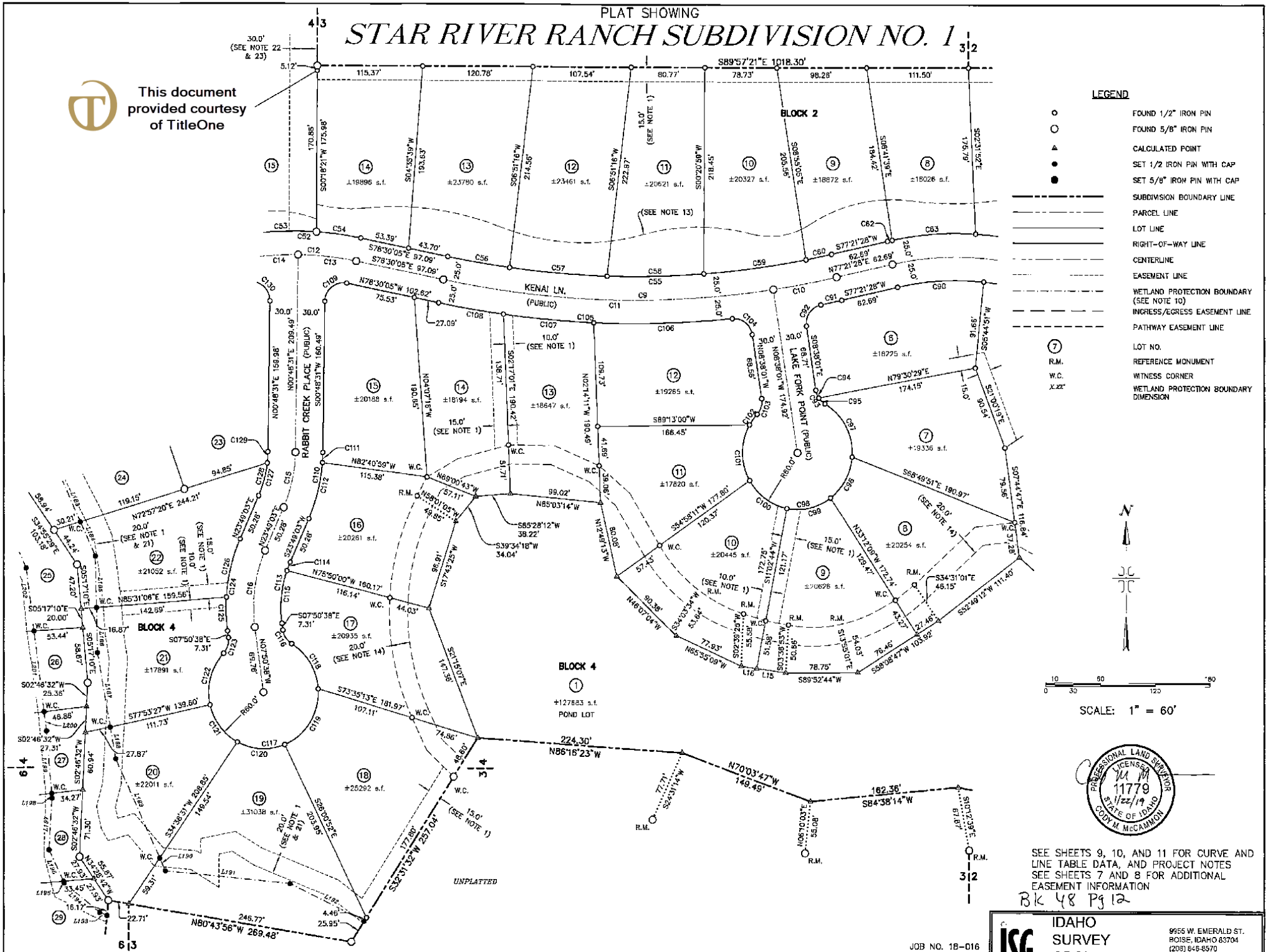
JOB NO. 18-016
SHEET 2 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1



PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

Bk 48 Pg 12

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(208) 846-8570

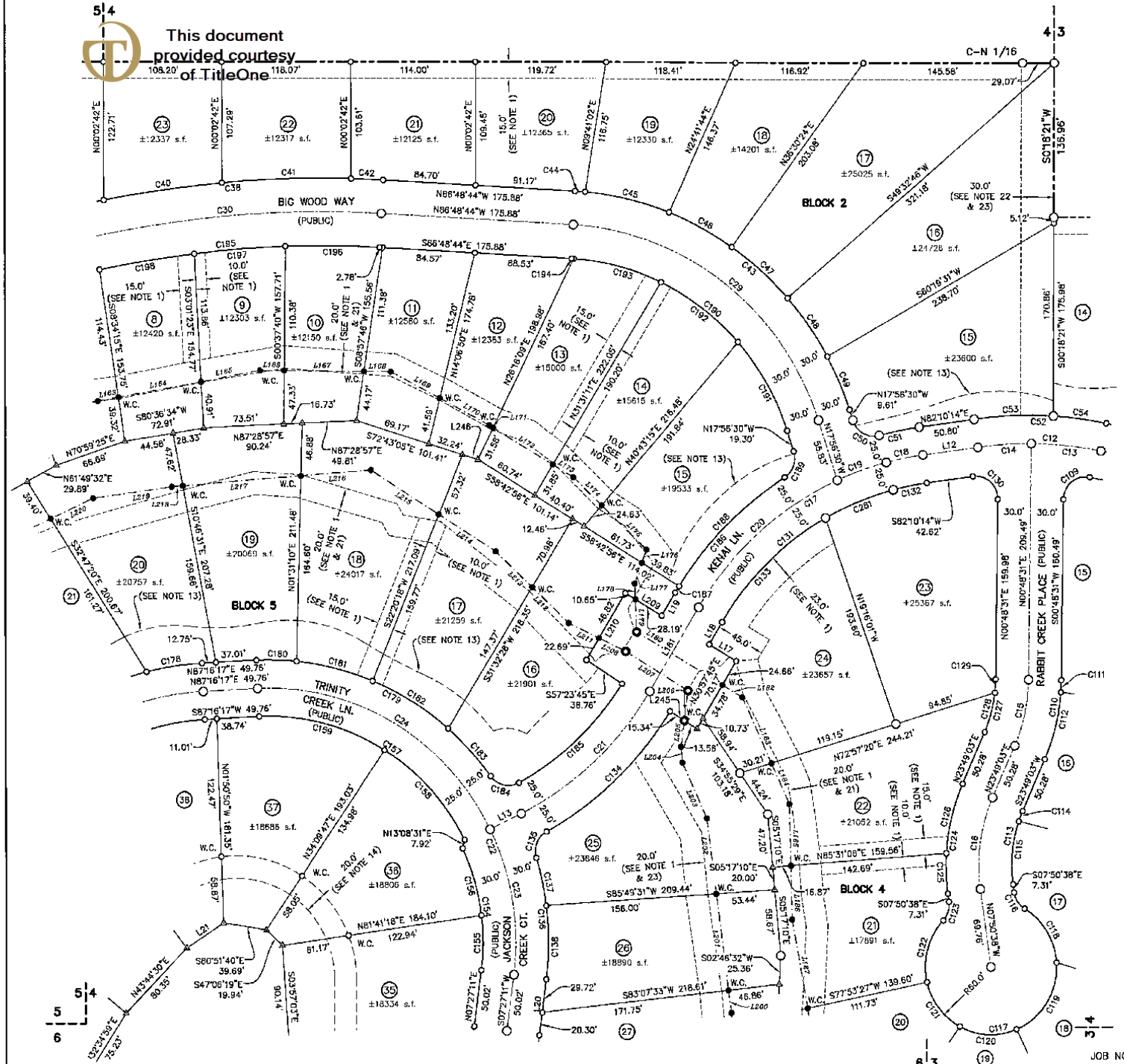
JOB NO. 18-016
SHEET 3 OF 14

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PLAT SHOWING

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SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 11/22/19

BK 48 PG 12

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

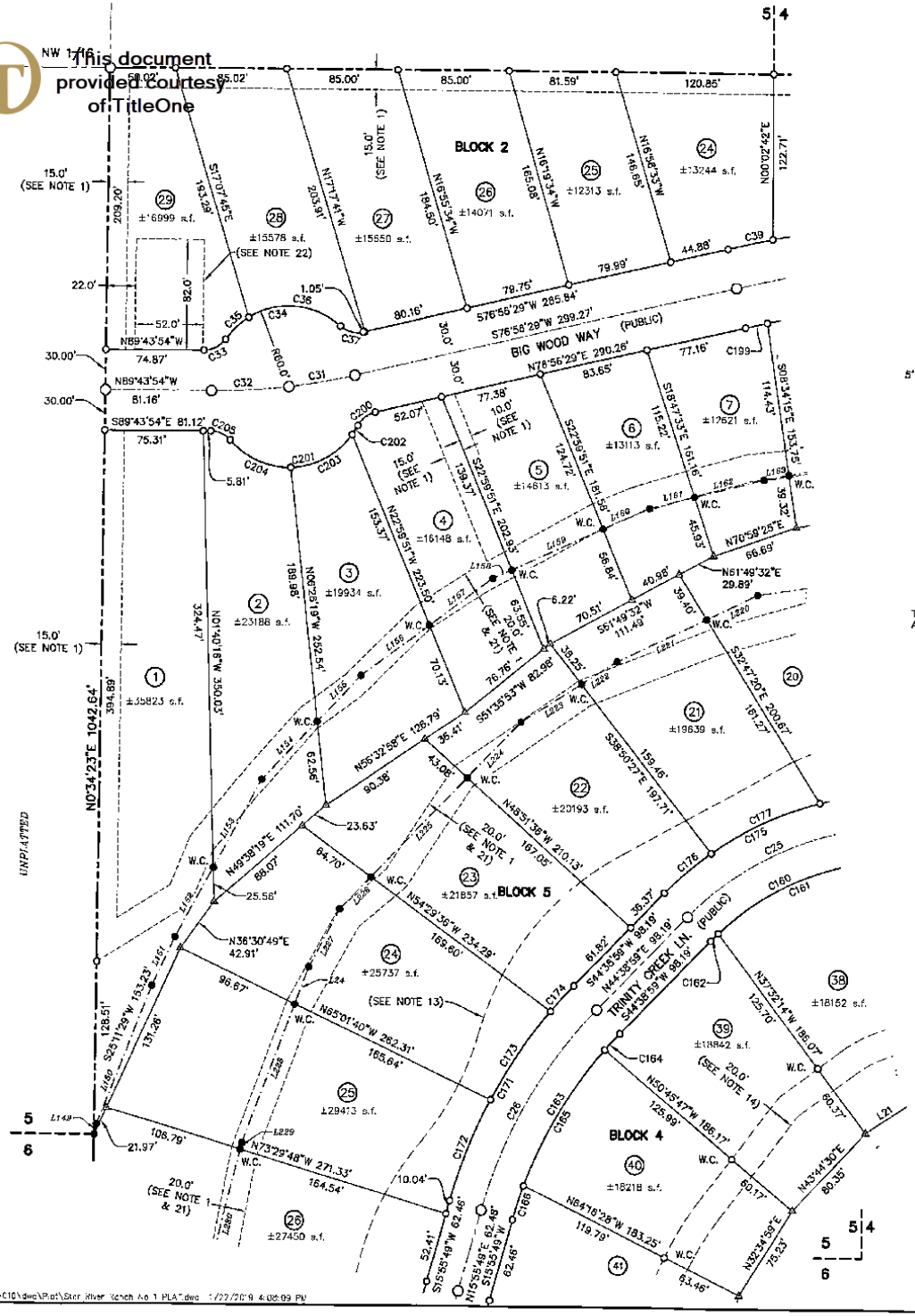
JOB NO. 18-016
SHEET 4 OF 11

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

BK 48 Pg 12

JOB NO. 18-016
SHEET 5 OF 14

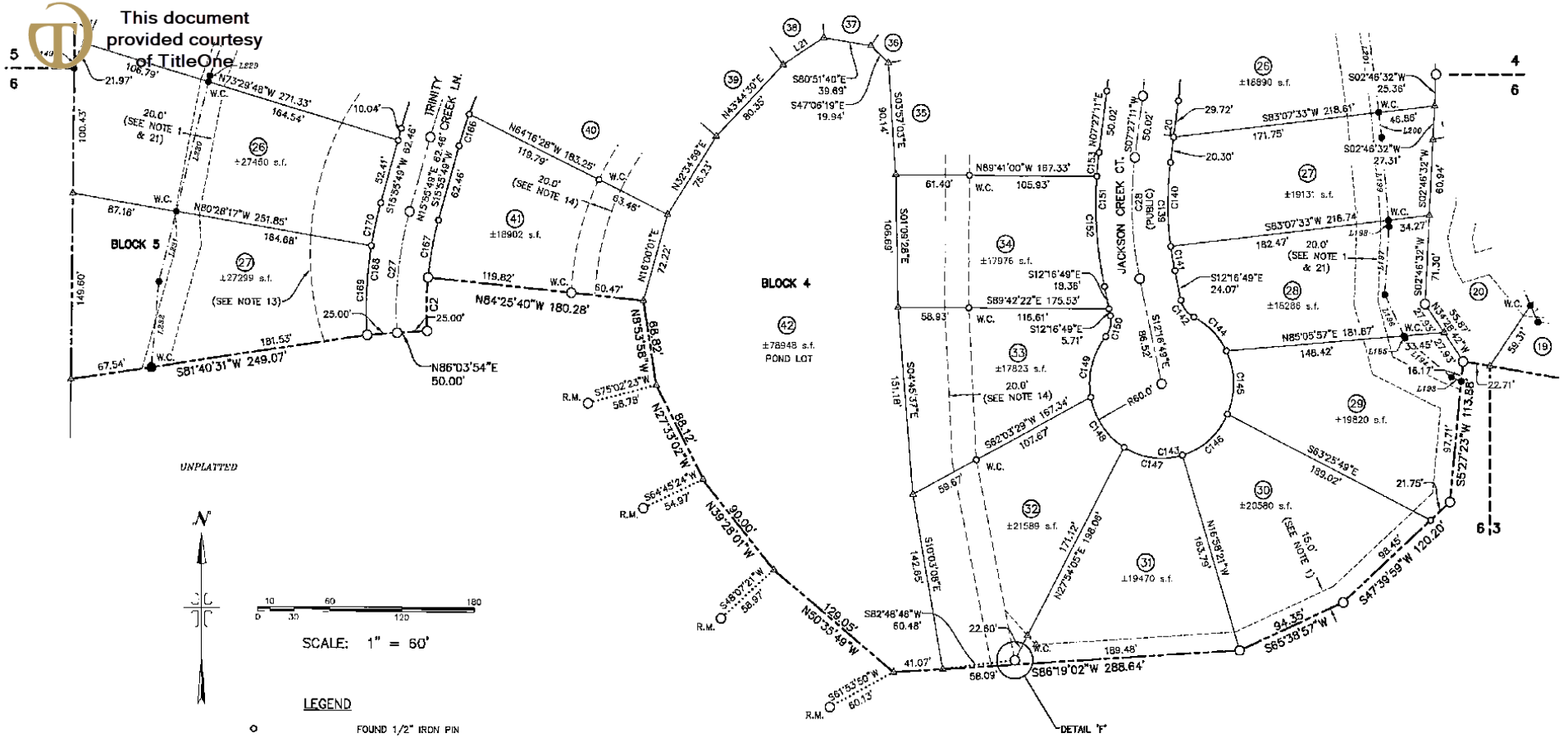
ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846 8570

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PLAT SHOWING

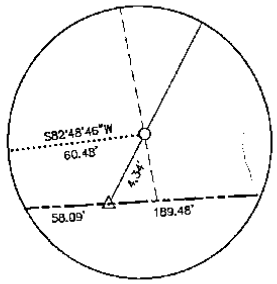
STAR RIVER RANCH SUBDIVISION NO. 1

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LEGEND

○	FOUND 1/2" IRON PIN
○	FOUND 5/8" IRON PIN
△	CALCULATED POINT
●	SET 1/2 IRON PIN WITH CAP
●	SET 5/8" IRON PIN WITH CAP
	SUBDIVISION BOUNDARY LINE
	PARCEL LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	EASEMENT LINE
	WETLAND PROTECTION BOUNDARY (SEE NOTE 10)
	INGRESS/EGRESS EASEMENT LINE
	PATHWAY EASEMENT LINE
(7)	LOT NO.
R.M.	REFERENCE MONUMENT
W.C.	WITNESS CORNER
x.xx'	WETLANDS PROTECTION BOUNDARY DIMENSION



DETAIL 'F'

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
11/22/19
STATE OF IDAHO
CODY M. McCAMMON

SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

Bk 48 Pg 12

JOB NO. 18-016
SHEET 6 OF 14

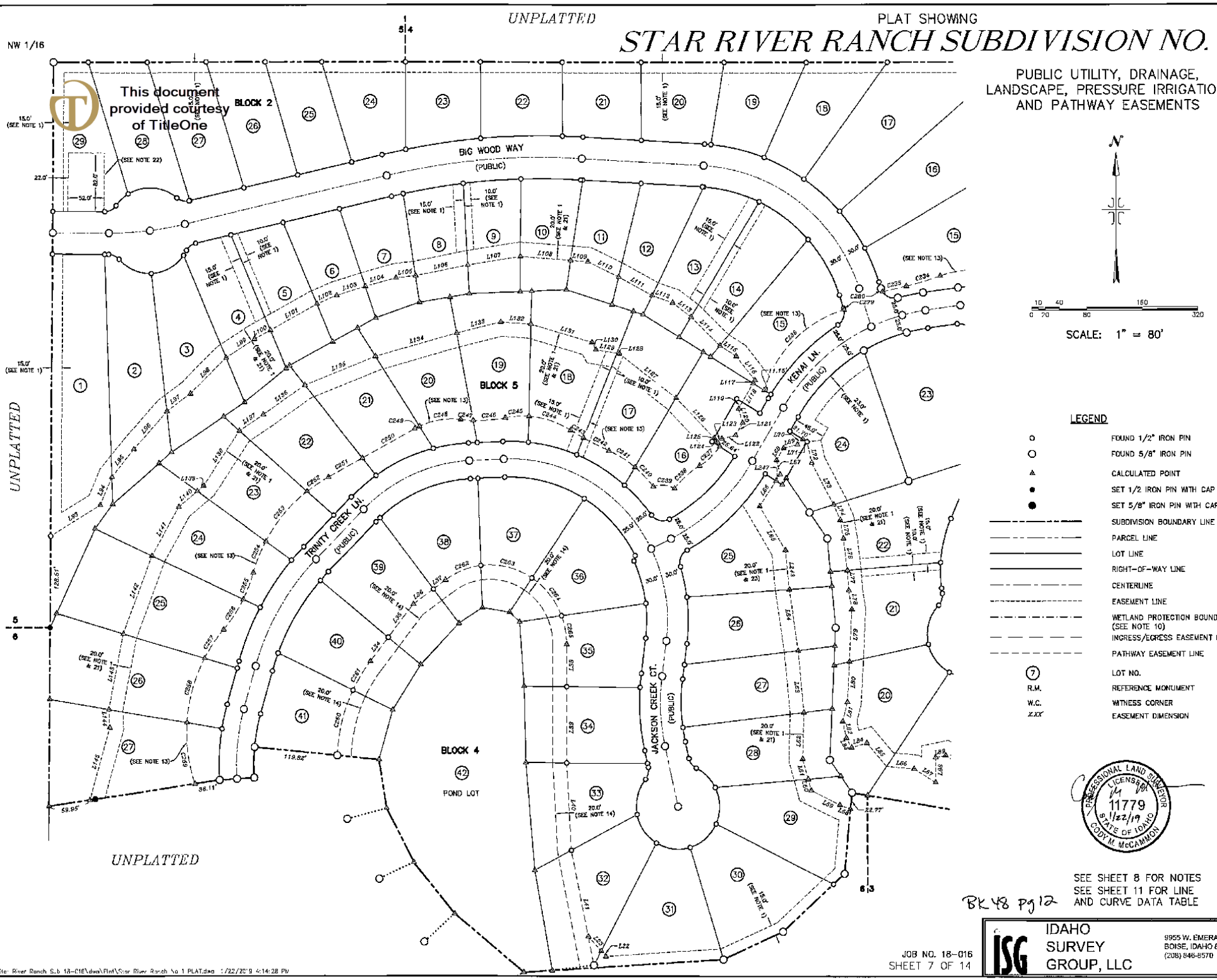
IDAHO SURVEY GROUP, LLC
9966 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

PUBLIC UTILITY, DRAINAGE, LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENTS



LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- CALCULATED POINT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- SUBDIVISION BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- WETLAND PROTECTION BOUNDARY (SEE NOTE 10)
- INGRESS/EGRESS EASEMENT LINE
- PATHWAY EASEMENT LINE
- (7) LOT NO.
- R.M. REFERENCE MONUMENT
- W.C. WITNESS CORNER
- x.xx EASEMENT DIMENSION

PROFESSIONAL LAND SURVEYOR LICENSED 11779 9/22/19 STATE OF IDAHO CODY M. McCAMMON

SEE SHEET 8 FOR NOTES
SEE SHEET 11 FOR LINE AND CURVE DATA TABLE

BK 48 pg 12

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 7 OF 14

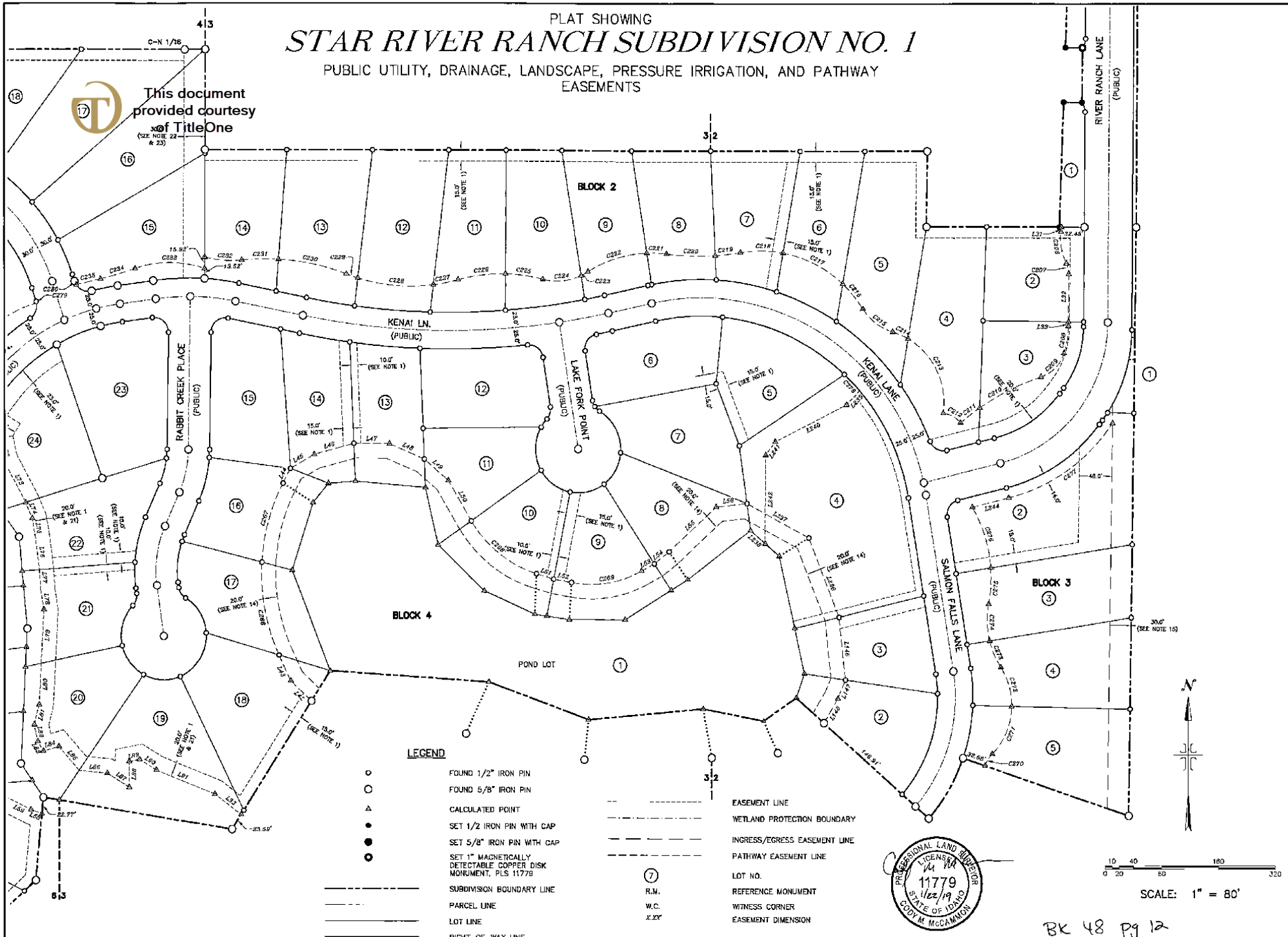
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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

PUBLIC UTILITY, DRAINAGE, LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENTS

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SEE SHEET 8 FOR NOTES
SEE SHEET 11 FOR LINE AND CURVE DATA TABLE

Bk 48 Pg 12

JOB NO. 18-016
SHEET 8 OF 14

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995S W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

BOUNDARY AND LOT CURVE TABLE DATA

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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	96.20	250.00	22°02'51"	S30°23'35"W	95.61
C2	43.14	260.00	9°30'26"	S01°49'07"W	43.09
C3	84.17	430.00	8°33'00"	S4°48'04"W	84.11
C4	263.71	200.00	75°32'50"	N38°17'59"E	245.02
C5	198.28	225.00	50°29'26"	N15°10'08"E	191.92
C6	522.57	320.00	93°33'57"	N55°51'34"W	466.41
C7	17.22	320.00	3°05'02"	N10°37'06"W	17.22
C8	505.35	320.00	90°28'55"	N57°24'05"W	454.45
C9	433.98	1030.00	24°08'27"	N89°25'41"E	430.77
C10	70.42	1030.00	3°55'03"	N79°19'00"E	70.41
C11	363.55	1030.00	20°13'24"	S88°36'47"E	361.67
C12	113.01	335.00	19°19'40"	N88°09'55"W	112.47
C13	64.14	335.00	10°58'14"	N83°59'12"W	64.05
C14	48.86	335.00	8°21'26"	S86°20'58"W	48.82
C15	60.24	150.00	23°00'33"	N12°18'47"E	59.83
C16	82.89	150.00	31°39'42"	S7°59'12"W	81.84
C17	254.72	285.00	51°12'29"	S56°34'00"W	246.33
C18	34.28	285.00	6°53'29"	S78°43'30"W	34.28
C19	47.54	285.00	9°33'30"	S70°30'01"W	47.49
C20	172.90	285.00	34°45'31"	S48°20'31"W	170.26
C21	162.65	285.00	32°41'54"	N47°18'42"E	160.45
C22	393.41	225.00	100°10'54"	N42°38'16"W	345.18
C23	132.70	225.00	33°47'32"	N9°26'35"W	130.79
C24	260.71	225.00	66°23'22"	N59°32'01"W	246.37
C25	171.09	230.00	42°37'18"	S56°57'38"W	167.18
C26	175.44	350.00	28°43'10"	S30°17'24"W	173.61
C27	98.81	285.00	19°51'55"	S5°59'52"W	98.32
C28	98.16	285.00	19°44'01"	S2°24'49"E	97.67
C29	300.50	250.00	68°52'14"	N52°22'37"W	282.74
C30	283.55	1000.00	16°14'47"	S85°03'53"W	282.60
C31	51.23	475.00	6°10'45"	N80°01'52"E	51.20
C32	59.25	475.00	7°08'51"	N86°41'40"E	59.22
C33	19.07	20.00	54°37'47"	N62°57'12"E	18.36
C34	99.60	60.00	95°06'38"	S83°11'37"W	88.55
C35	24.41	60.00	23°18'41"	S47°17'40"W	24.24
C36	75.19	60.00	71°47'55"	N85°09'02"W	70.36
C37	18.78	20.00	53°48'26"	S76°09'18"E	18.10
C38	292.06	1030.00	16°14'47"	S85°03'53"W	291.08
C39	35.08	1030.00	1°57'04"	S77°55'01"W	35.08
C40	109.35	1030.00	6°04'58"	S81°56'02"W	109.30
C41	118.19	1030.00	6°34'28"	S88°15'45"W	118.12
C42	29.45	1030.00	1°38'17"	N87°37'52"W	29.45
C43	336.56	280.00	68°52'14"	N52°22'37"W	316.67
C44	9.16	280.00	1°52'26"	N85°52'31"W	9.16
C45	79.23	280.00	16°12'48"	N76°49'54"W	78.97
C46	64.94	280.00	13°17'22"	N62°04'48"W	64.80
C47	68.46	280.00	14°00'29"	N48°25'54"W	68.29
C48	63.39	280.00	12°58'15"	N34°56'32"W	63.25
C49	51.39	280.00	10°30'55"	N23°11'57"W	51.32
C50	30.29	20.00	86°46'45"	S61°19'52"E	27.48
C51	37.29	310.00	6°53'29"	S78°43'30"W	37.26
C52	121.44	360.00	19°19'40"	N88°09'55"W	120.87
C53	72.49	360.00	11°32'15"	S87°56'22"W	72.37
C54	48.95	360.00	7°47'25"	N82°23'48"W	48.91

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C55	423.44	1005.00	24°08'27"	N89°25'41"E	420.32
C56	68.82	1005.00	3°55'25"	S90°27'48"E	68.81
C57	106.92	1005.00	6°05'44"	S85°28'22"E	106.87
C58	106.13	1005.00	6°03'02"	N88°27'15"E	106.08
C59	113.03	1005.00	6°26'38"	N82°12'25"E	112.97
C60	28.54	1005.00	1°37'38"	N78°10'17"E	28.54
C61	491.42	345.00	81°36'44"	N61°50'10"W	450.92
C62	5.29	345.00	0°52'41"	S77°47'49"W	5.29
C63	91.90	345.00	15°15'43"	S85°52'00"W	91.63
C64	86.86	345.00	14°23'33"	N79°18'21"W	86.64
C65	93.80	345.00	15°34'43"	N64°19'13"W	93.52
C66	125.57	345.00	20°51'16"	N45°06'14"W	124.88
C67	68.19	345.00	14°38'48"	N28°21'12"W	67.95
C68	28.94	20.00	82°53'47"	S62°28'42"E	26.48
C69	112.86	165.00	39°11'31"	N56°28'39"E	110.68
C70	99.78	141.50	38°21'19"	N18°42'14"E	98.29
C71	14.02	20.00	40°10'14"	N19°18'07"W	13.74
C72	13.52	20.00	38°44'12"	N20°08'08"E	13.27
C73	69.27	300.00	13°13'44"	S7°08'26"W	69.11
C74	36.20	20.00	103°42'27"	N38°05'55"W	31.46
C75	20.41	160.00	7°18'33"	S4°10'51"W	20.40
C76	132.30	208.50	36°21'19"	N18°42'14"E	130.09
C77	119.59	208.50	32°51'43"	N16°57'26"E	117.95
C78	12.71	208.50	3°29'36"	N35°08'05"E	12.71
C79	160.75	235.00	39°11'31"	N56°28'39"E	157.63
C80	29.72	20.00	85°08'69"	S33°29'55"W	27.06
C81	124.12	250.00	28°26'44"	N5°08'47"E	122.85
C82	50.50	250.00	11°34'29"	N31°7'21"W	50.42
C83	73.61	250.00	16°52'16"	N10°56'01"E	73.35
C84	176.23	200.00	50°29'13"	N16°10'01"E	170.59
C85	149.63	200.00	42°51'55"	N19°58'40"E	146.16
C86	26.60	200.00	7°37'18"	N5°15'56"W	26.59
C87	481.74	295.00	93°33'57"	N55°51'34"W	429.97
C88	194.78	295.00	37°49'53"	N27°59'31"W	191.26
C89	192.06	295.00	37°18'09"	N65°33'32"W	188.69
C90	94.90	295.00	18°25'56"	S88°34'28"W	94.49
C91	23.11	1055.00	1°15'19"	N77°59'08"E	23.11
C92	30.45	20.00	87°14'48"	S34°59'23"W	27.60
C93	17.91	20.00	51°19'04"	S34°17'33"E	17.32
C94	8.87	20.00	25°24'06"	S21°20'03"E	8.79
C95	9.05	20.00	25°54'58"	S48°59'36"E	8.97
C96	295.98	60.00	282°38'08"	N81°21'59"E	75.00
C97	87.42	60.00	64°22'54"	N27°45'38"W	83.93
C98	50.68	60.00	48°23'56"	N28°37'47"E	49.19
C99	50.51	60.00	48°14'11"	N76°56'50"E	49.03
C100	51.75	60.00	49°24'51"	S54°13'39"E	50.16
C101	61.67	60.00	58°53'23"	S0°04'32"E	58.99
C102	13.94	60.00	13°18'54"	S36°01'36"W	13.91
C103	17.91	20.00	51°19'04"	N17°01'31"E	17.32
C104	30.52	20.00	87°25'18"	N52°20'40"W	27.64
C105	323.22	1055.00	17°33'13"	S8°16'42"E	321.96
C106	152.02	1055.00	8°15'21"	N88°04'22"E	151.89
C107	99.20	1055.00	5°23'15"	S85°08'20"E	99.16
C108	72.00	1055.00	3°54'37"	S80°27'24"E	71.99

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C109	35.15	20.00	100°41'24"	S51°09'13"W	30.80
C110	72.29	180.00	23°00'33"	N12°18'47"E	71.80
C111	10.75	180.00	3°25'13"	N2°31'07"E	10.74
C112	61.54	180.00	19°35'20"	N14°01'24"E	61.24
C113	66.31	120.00	31°39'42"	S7°59'12"W	65.47
C114	9.77	120.00	4°39'45"	S21°29'11"W	9.76
C115	56.55	120.00	26°59'57"	S5°39'20"W	56.03
C116	17.91	20.00	51°19'04"	S33°30'11"E	17.32
C117	295.98	60.00	282°38'08"	N82°09'22"E	75.00
C118	58.12	60.00	55°30'13"	N31°24'36"W	55.88
C119	74.32	60.00	70°58'15"	N31°49'36"E	69.66
C120	53.57	60.00	51°09'31"	S87°06'30"E	51.81
C121	50.83	60.00	48°32'22"	S3°15'33"E	49.32
C122	59.13	60.00	56°27'48"	S15°14'32"W	56.76
C123	17.91	20.00	51°19'04"	N17°48'54"E	17.32
C124	99.47	180.00	31°39'42"	S7°59'12"W	98.21
C125	35.72	180.00	11°22'08"	S2°09'35"E	35.66
C126	63.75	180.00	20°17'34"	S13°40'16"W	63.42
C127	48.19	120.00	23°00'33"	N12°18'47"E	47.87
C128	36.16	120.00	17°15'55"	N15°11'08"E	36.02
C129	12.03	120.00	5°44'37"	N3°40'49"E	12.02
C130	34.43	20.00	98°38'16"	N48°30'37"W	30.33
C131	232.38	260.00	51°12'29"	S56°34'00"W	224.72
C132	31.27	260.00	6°53'29"	S78°43'30"W	31.25
C133	134.00	260.00	29°31'43"	S45°43'37"W	132.52
C134	157.57	310.00	29°07'21"	N46°34'31"E	155.88
C135	27.27	20.00	78°07'30"	S22°04'26"W	25.21
C136	108.76	255.00	24°26'30"	N4°46'04"W	107.96
C137	43.40	255.00	9°45'04"	N12°08'47"W	43.35
C138	65.38	255.00	14°41'26"	N0°06'28"E	65.20
C139	87.83	255.00	19°44'01"	S2°24'49"E	87.39
C140	67.99	255.00	15°16'36"	S9°11'07"E	67.79
C141	19.84	255.00	4°27'25"	S10°03'07"E	19.83
C142	17.91	20.00	51°19'04"	S37°56'21"E	17.32
C143	295.98	60.00	282°38'08"	N77°43'11"E	75.00
C144	39.03	60.00	37°16'27"	N44°57'40"W	38.35
C145	52.64	60.00	50°15'57"	N11°11'28"W	50.97
C146	51.57	60.00	49°14'55"	N48°33'58"E	50.00
C147	50.46	60.00	48°11'01"	S82°43'03"E	48.98
C148	50.21	60.00	47°56'33"	S34°39'16"E	48.75
C149	52.07	60.00	49°43'15"	S14°10'37"W	50.45
C150	17.91	20.00	51°19'04"	N13°22'43"E	17.32
C151	108.49	315.00	19°44'01"	S2°24'49"E	107.96
C152	89.24	315.00	16°13'55"	S4°09'52"E	88.94
C153	19.25	315.00	3°30'05"	S5°42'09"W	19.25
C154	110.72	195.00	32°31'57"	N8°48'47"W	109.24
C155	48.84	195.00	14°21'02"	N0°16'40"E	48.71
C156	61.86	195.00	18°10'54"	N15°59'18"W	61.62
C157	229.91	200.00	65°51'55"	N59°47'45"W	217.46
C158	109.60	200.00	31°23'58"	N42°33'46"W	108.24
C159	120.31	200.00	34°27'58"	N75°29'44"W	118.50
C160	152.50	205.00	42°37'18"	S65°57'38"W	149.01
C161	144.36	205.00	40°20'55"	S67°05'50"W	141.40
C162	8.13	205.00	2°16'23"	S45°47'11"W	8.13

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C163	162.91	325.00	28°43'10"	S30°17'24"W	161.21
C164	16.88	325.00	2°58'35"	S43°09'42"W	16.88
C165	119.39	326.00	21°02'52"	S31°08'59"W	118.72
C166	26.63	326.00	4°41'44"	S18°18'41"W	26.63
C167	47.00	260.00	10°21'29"	S10°45'04"W	46.94
C168	107.48	310.00	19°51'55"	S5°59'52"W	106.94
C169	72.09	310.00	13°19'24"	S2°43'36"W	71.92
C170	35.39	310.00	6°32'31"	S12°38'34"W	35.38
C171	187.87	375.00	28°43'10"	S30°17'24"W	186.01
C172	81.64	375.00	12°28'25"	S22°10'02"W	81.48
C173	80.52	375.00	12°18'07"	S34°33'18"W	80.36
C174	25.81	375.00	3°56'38"	S42°40'40"W	25.81
C175	189.69	255.00	42°37'18"	S65°57'38"W	185.35
C176	46.61	255.00	10°28'19"	S49°53'09"W	46.54
C177	91.71	255.00	20°36'22"	S65°25'29"W	91.22
C178	51.38	255.00	11°32'38"	S81°29'59"W	51.29
C179	247.64	250.00	56°45'21"	N64°21'02"W	237.64
C180	36.82	250.00	8°26'19"	N88°30'33"W	36.79
C181	72.07	250.00	16°30'58"	N76°01'54"W	71.82
C182	81.08	250.00	18°34'59"	N56°28'56"W	80.73
C183	57.67	250.00	13°13'05"	N42°34'54"W	57.55
C184	28.84	20.00	82°36'25"	S7°16'33"E	26.40
C185	130.77	260.00	28°49'00"	N47°00'44"E	129.39
C186	145.03	310.00	26°48'18"	S44°21'54"W	143.71
C187	6.81	310.00	1°15'29"	S31°35'30"W	6.81
C188	138.22	310.00	25°32'49"	S44°59'39"W	137.08
C189	26.43	20.00	75°42'33"	N19°54'47"E	24.55
C190	264.44	220.00	68°52'14"	S52°22'37"E	248.81
C191	91.02	220.00	23°42'13"	N29°47'38"W	90.37
C192	88.44	220.00	23°02'00"	N53°09'43"W	87.85
C193	83.05	220.00	21°37'46"	N75°29'37"W	82.56
C194	1.93	220.00	0°30'14"	N86°33'37"W	1.93
C195	275.05	970.00	16°14'47"	S85°03'53"W	274.13
C196	86.25	970.00	5°05'40"	N89°21'34"W	86.22
C197	83.60	970.00	4°56'15"	S85°37'28"W	83.57
C198	87.90	970.00	5°11'32"	S80°33'34"W	87.87
C199	17.30	970.00	1°01'19"	S77°27'09"W	17.30
C200	17.01	20.00	48°44'19"	S52°34'20"W	16.50
C201	115.10	60.00	109°54'37"	N83°09'29"E	98.24
C202	8.21	60.00	7°50'19"	N32°07'20"E	8.20
C203	54.78	60.00	52°18'26"	N62°11'43"E	52.89
C204	52.11	60.00	49°45'52"	S66°46'09"E	50.49
C205	16.70	20.00	47°50'42"	N65°48'34"W	16.22
C281	67.11	260.00	14°47'17"	S67°53'07"W	66.92

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

Bk. 48 Pg 12

IDAHO SURVEY GROUP, LLC
9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 9 OF 14

PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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NOTES

1. ALL LOTS HAVE A 10' WIDE PUBLIC UTILITY, PRESSURE IRRIGATION AND DRAINAGE EASEMENT ALONG ALL PUBLIC ROADS AND ALONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN AND DIMENSIONED. ALL SIDE YARD LOT LINES HAVE A 5' WIDE PRESSURE IRRIGATION AND DRAINAGE EASEMENT, UNLESS OTHERWISE SHOWN AND DIMENSIONED, (SEE TYPICAL LOT EASEMENT, SHEET 5 OF 10). ALL EASEMENTS SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
2. BY THE SIGNATURE ON THIS PLAT, THE CITY OF STAR HAS ACCEPTED AND APPROVED THE MINIMUM BUILDING SETBACK LINES OF 20'-FRONT, 10'-SIDE, 20'-REAR, AND 20' CORNER.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
4. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH SUBDIVISION RECORDED IN CONJUNCTION WITH THIS PLAT AND AS MAY BE AMENDED.
5. LAND WITHIN THE BOISE RIVER BANK THAT ARE BELOW THE ORDINARY HIGH WATER MARK ARE PUBLIC LANDS. ANGLERS AND HUNTERS HAVE AND WILL CONTINUE TO HAVE A RIGHT TO FISH, HUNT, AND DISCHARGE FIREARMS DURING LEGAL HUNTING HOURS WITHIN THE RIVERBANK THAT ARE BELOW THE HIGH WATER MARK.
6. 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 ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
7. THE IDAHO DEPARTMENT OF FISH AND GAME SHALL NOT BE RESPONSIBLE FOR ANY DEPREDATION PROBLEMS WITHIN THE DEVELOPMENT CAUSED BY WILDLIFE.
8. ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT FOR LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, LOT 1 OF BLOCK 3, AND LOTS 1 AND 42 OF BLOCK 4 WHICH ARE COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE STAR RIVER RANCH HOMEOWNERS ASSOCIATION. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN CONJUNCTION WITH THIS PLAT FOR RESTRICTIONS, ASSESSMENTS AND CONDITIONS FOR THE COMMON LOTS.
9. A STORMWATER DRAINAGE AND IRRIGATION EASEMENT IN FAVOR OF THE STAR RIVER RANCH HOMEOWNERS ASSOCIATION IS HEREBY RESERVED ON LOT 4 OF BLOCK 4 AS SHOWN.
10. THE WETLAND RESTRICTED AREAS SHOWN ON LOTS 18 THROUGH 22, 24 THROUGH 29 OF BLOCK 4, AND LOTS 1 THROUGH 27 OF BLOCK 5 ARE WETLAND PROTECTION AREAS UNDER JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. IF ANY WORK IS TO BE DONE IN THIS AREA CONTACT THE ARMY CORPS OF ENGINEERS FOR APPROVAL. THE WETLAND PROTECTION BOUNDARY SHOWN HEREON IS AS DELINEATED BY THE WETLANDS GROUP.
11. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CANYON CANAL COMPANY. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(b), LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE SUBJECT TO ASSESSMENTS FROM THE CANYON CANAL COMPANY.
12. THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR OF ALL SIDEWALKS AND PATHWAYS WITHIN THE SUBDIVISION.
13. A LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENT IS HEREBY RESERVED WITH LOTS 2 THROUGH 15, BLOCK 2, LOTS 2 THROUGH 5, BLOCK 3, AND LOTS 15 THROUGH 27, BLOCK 5 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
14. A PRESSURE IRRIGATION EASEMENT IS HEREBY RESERVED WITH LOTS 2 THROUGH 18, 32 THROUGH 41, BLOCK 4 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
15. A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS-EGRESS FOR FARM AND IRRIGATION PURPOSES RECORDED AS INSTRUMENT NO. 9806897, RECORDS OF CANYON COUNTY, IDAHO.
16. A DRAINAGE EASEMENT IS HEREBY RESERVED WITH LOT 2 OF BLOCK 3IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AS SHOWN.
17. A BLANKET PRESSURE IRRIGATION, PUBLIC UTILITY, AND DRAINAGE EASEMENT IN FAVOR OF STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS HEREBY RESERVED WITH LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, AND LOT 1 OF BLOCK 3 AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIMSIONS.
18. THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY.
19. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN CONJUNCTION WITH THIS PLAT FOR RESPONSIBILITIES FOR MAINTAINING LAWN, IRRIGATION, SIDEWALK OR OTHER LANDSCAPING APPROVED BY CANYON HIGHWAY DISTRICT NO. 4 WITHIN THE PUBLIC RIGHT-OF-WAY BETWEEN BACK OF CURB AND THE PATHWAY.
20. NO FENCING OR OBSTRUCTIONS INCLUDING LANDSCAPING SHALL BE PLACED WITHIN THE CANYON CANAL EASEMENT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE CANYON COUNTY WATER COMPANY.
21. A 20' WIDE PRESSURE IRRIGATION EASEMENT, UNLESS OTHERWISE DIMENSIONED, IS HEREBY RESERVED ON LOTS 18 THROUGH 22 AND LOTS 24 THROUGH 29 OF BLOCK 4 AND LOTS 1 THROUGH 27 OF BLOCK 5 ARE SUBJECT TO AND SHALL SERVE FOR THE BENEFIT OF THE STAR RIVER RANCH SUBDIVISIONS.
22. A STAR SEWER AND WATER DISTRICT SANITARY SEWER EASEMENT IS HEREBY RESERVED ON LOTS 15 THROUGH 17 AND LOT 29 OF BLOCK 2 AND LOT 1 OF BLOCK 3 HAS AS SHOWN.
23. A PRESSURE IRRIGATION EASEMENT IS HEREBY RESERVED ON THE EAST 30 FEET OF LOTS 15, 16 AND A PORTION OF LOT 17 OF BLOCK 2 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AS SHOWN.
24. A BLANKET PRESSURE IRRIGATION EASEMENT IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS HEREBY RESERVED WITH LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, AND LOT 1 OF BLOCK 3 WHICH SHALL BE OWNED AND MAINTAINED BY THE STAR RIVER RANCH SUBDIMSION HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIMSIONS.
25. THE LOTS IN THIS SUBDIVISION ARE LOCATED WITHIN THE AREA OF SPECIAL FLOOD HAZARD AS SHOWN ON FIRM PANEL'S 16027C0259F AND 16027C0267F, EFFECTIVE DATE MAY 24, 2011. SAID LOTS ARE SUBJECT TO CONDITIONS AS DEFINED IN THE CITY OF STAR FLOODPLAIN ORDINANCE.
26. SEE INSTRUMENT NO. 2018-029674 AND 2018-033225 FOR EXISTING EASEMENT AGREEMENT AND THE RESCISSION OF OLD AGREEMENTS AND PLAT NOTES.
27. IN ACCORDANCE WITH IDAHO CODE 50-1308A THE RIGHTS FOR CERTAIN DRAINAGE, NO MOW STRIP, AND EMERGENCY ACCESS WILL BE RELINQUISHED BY THE AFFECTED EASEMENT HOLDERS. SEE INSTRUMENT NO. 2019-003040

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°25'59"W	55.94
L2	N79°21'17"W	86.85
L3	N84°25'40"W	180.28
L4	S86°03'54"W	50.00
L5	S0°41'40"W	103.09
L6	S89°57'21"E	187.51
L7	N2°05'44"E	170.32
L8	S89°18'32"E	25.82
L9	N0°41'28"E	74.58
L10	N89°18'32"W	23.98
L11	N2°05'44"E	172.49
L12	N82°10'14"E	50.80
L13	N63°39'40"E	31.81
L14	S13°45'18"W	36.83
L15	N82°02'53"W	32.08
L16	N82°02'53"W	17.07
L17	N59°02'15"W	28.85
L18	S30°57'45"W	23.19
L19	S30°57'45"W	23.97
L20	S7°27'11"W	50.02
L21	N57°04'31"E	40.19
L30	S36°52'53"W	7.01
L181	N30°57'45"E	87.14
L209	N59°02'15"W	38.85
L210	S30°57'45"W	89.51
L245	S57°58'10"E	28.91
L248	N72°43'05"W	14.77

L25-L29, L57, AND L233-L235 NOT USED

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

BK 48 pg 12

JOB NO. 18-016
SHEET 10 OF 14

ISG IDAHO SURVEY GROUP, LLC
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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

WETLANDS AND EASEMENT LINE AND CURVE TABLE DATA

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LINE TABLE		
LINE	BEARING	LENGTH
L22	S42°39'04"E	10.23
L23	S42°39'04"E	27.48
L24	S21°03'58"W	29.42
L31	S8°08'52"W	6.43
L32	S0°31'34"W	65.13
L33	S0°31'34"W	5.88
L34	S37°48'00"W	42.30
L35	N37°48'00"E	59.17
L36	N54°03'40"E	35.96
L37	N54°03'40"E	21.85
L38	S0°10'07"W	59.49
L39	S0°10'07"W	106.64
L40	N2°57'45"W	122.56
L41	N11°18'58"W	164.05
L42	N48°59'56"W	40.07
L43	N24°56'52"W	38.56
L44	N27°41'08"E	22.92
L45	N60°04'55"E	38.56
L46	N74°59'39"E	57.91
L47	N89°38'36"W	50.20
L48	N66°56'09"W	53.24
L49	S49°14'22"E	44.68
L50	N30°34'12"W	63.85
L51	S73°19'14"E	25.27
L52	N79°49'45"W	25.47
L53	S61°07'23"W	20.43
L54	S51°58'54"W	26.49
L55	S47°19'48"W	90.41
L56	S83°29'11"W	43.69
L58	S69°12'34"E	16.31
L59	S63°42'12"E	45.77
L60	S15°23'30"E	16.18
L61	S15°23'30"E	29.64
L62	S1°47'39"W	64.88
L63	S5°20'08"E	87.03
L64	S8°17'39"E	86.56
L65	S31°05'09"E	71.48
L66	S33°28'10"W	43.14
L67	S14°02'15"E	20.41
L68	S30°57'45"W	20.00
L69	N75°57'45"E	20.41
L70	N45°52'45"E	11.08
L71	S59°02'15"E	7.15
L72	N12°22'37"W	30.25
L73	S28°03'20"E	86.95
L74	S23°30'10"E	23.56
L75	S9°34'44"E	25.64
L76	S7°14'21"E	45.30
L77	S3°46'48"E	27.93
L78	S9°02'43"E	27.10
L79	S2°48'43"W	73.54
L80	S3°05'17"W	56.29
L81	S14°14'20"W	28.13

LINE TABLE		
LINE	BEARING	LENGTH
L82	S12°20'45"E	23.43
L83	S30°08'55"E	15.31
L84	N73°51'13"E	22.73
L85	S41°02'01"E	43.63
L86	S84°45'20"E	39.85
L87	S58°26'35"E	36.29
L88	N0°14'39"E	35.18
L89	N78°45'33"E	14.62
L90	S58°40'22"E	27.85
L91	S88°14'17"E	88.82
L92	S52°37'24"E	46.51
L93	N58°55'55"E	83.66
L94	N22°59'27"E	42.76
L95	N39°24'22"E	50.55
L96	N42°03'35"E	71.13
L97	N84°13'16"E	42.01
L98	N45°49'23"E	72.11
L99	N57°18'38"E	48.70
L100	N61°33'06"E	26.12
L101	N61°33'06"E	76.57
L102	N87°07'00"E	30.82
L103	N72°54'14"E	43.40
L104	N74°42'18"E	45.89
L105	N83°32'01"E	28.49
L106	N78°56'58"E	76.88
L107	N81°00'32"E	77.06
L108	S85°57'07"E	72.62
L109	S85°57'07"E	24.82
L110	S84°32'44"E	49.34
L111	S61°25'58"E	54.89
L112	S71°11'00"E	31.15
L113	S83°31'50"E	33.18
L114	S45°43'49"E	57.55
L115	S57°48'29"E	27.79
L116	S38°56'35"E	43.20
L117	S30°45'18"W	5.17
L118	S30°45'18"W	30.94
L119	S30°45'18"W	10.67
L120	S16°49'45"E	20.39
L121	N31°02'37"E	20.00
L122	N75°57'45"E	20.41
L123	S47°16'11"W	8.02
L124	S33°54'08"E	4.56
L125	S44°33'05"E	3.74
L126	S44°33'08"E	78.34
L127	S62°45'54"E	102.39
L128	S80°43'52"E	3.70
L129	S80°43'52"E	30.66
L130	S28°38'57"E	11.81
L131	S73°56'06"E	91.36
L132	S86°17'13"E	43.66
L133	N76°21'58"E	65.64
L134	N74°20'10"E	121.77

LINE TABLE		
LINE	BEARING	LENGTH
L135	N68°31'12"E	108.55
L136	N55°27'55"E	73.06
L137	N56°36'39"E	41.31
L138	N33°57'06"E	92.72
L139	N50°27'11"E	12.02
L140	N50°27'11"E	34.78
L141	N29°44'52"E	78.58
L142	N20°53'24"E	116.79
L143	N11°17'21"E	108.23
L144	N2°56'35"W	25.36
L145	N15°52'03"E	105.28
L146	N8°02'29"W	85.93
L147	S22°35'31"W	27.73
L148	S30°30'25"W	38.74
L149	N13°01'22"E	7.75
L150	N22°02'22"E	111.31
L151	N25°51'56"E	40.32
L152	N29°12'57"E	59.21
L153	N29°12'57"E	76.39
L154	N44°15'04"E	60.25
L155	N44°15'04"E	47.94
L156	N53°51'42"E	64.32
L157	N53°51'42"E	58.56
L158	N66°01'32"E	16.00
L159	N66°01'32"E	76.23
L160	N66°01'32"E	38.77
L161	N75°33'54"E	35.67
L162	N75°33'54"E	54.89
L163	N79°36'39"E	19.35
L164	N79°36'39"E	76.89
L165	N79°36'39"E	55.09
L166	S89°23'43"E	21.93
L167	S89°23'43"E	72.85
L168	S89°23'43"E	24.62
L169	S62°09'59"E	50.54
L170	S62°09'59"E	51.07
L171	S59°04'05"E	4.15
L172	S59°04'05"E	63.63
L173	S59°04'05"E	21.73
L174	S46°20'48"E	35.86
L175	S46°20'48"E	56.50
L176	S19°41'41"W	12.45
L177	S19°41'41"W	19.82
L178	S2°20'45"E	14.08
L179	S2°20'45"E	28.93
L180	S59°13'33"E	91.16
L182	S59°13'33"E	21.37
L183	S24°18'59"E	64.04
L184	S24°18'59"E	39.65
L185	S1°20'51"E	54.69
L186	S1°20'51"E	47.79
L187	S10°06'08"E	79.88
L188	S10°06'08"E	34.37

LINE TABLE		
LINE	BEARING	LENGTH
L189	S24°35'38"E	115.49
L190	S24°35'38"E	14.91
L191	S84°26'07"E	137.16
L192	S63°51'05"E	90.32
L193	N67°55'22"W	8.84
L194	N51°08'41"W	49.41
L195	N25°36'42"W	2.16
L196	N25°36'42"W	36.82
L197	N3°27'20"E	54.75
L198	N4°51'18"W	5.17
L199	N4°51'18"W	86.79
L200	N7°18'05"W	20.25
L201	N7°18'05"W	88.17
L202	N7°18'05"W	67.43
L203	N24°17'40"W	54.26
L204	N4°27'08"W	13.91
L205	N7°20'45"E	23.38
L206	N7°20'45"E	26.83
L207	N58°50'35"W	66.64
L208	N64°21'53"W	26.86
L211	N64°21'53"W	30.74
L212	N45°25'50"W	48.32
L213	N45°25'50"W	45.74
L214	N57°43'52"W	61.55
L215	N57°43'52"W	73.31
L216	S85°29'49"W	64.27
L217	S85°29'49"W	108.29
L218	S85°29'49"W	10.22
L219	S81°53'04"W	72.58
L220	S64°38'46"W	42.95
L221	S64°38'46"W	75.52
L222	S58°12'27"W	32.21
L223	S58°12'27"W	53.98
L224	S44°32'49"W	58.55
L225	S44°32'49"W	104.34
L226	S44°32'49"W	33.87
L227	S26°24'13"W	49.07
L228	S21°03'58"W	110.96
L229	S14°23'29"W	4.91
L230	S14°23'29"W	107.78
L231	S14°23'29"W	58.13
L232	S5°06'52"W	69.36
L236	N21°25'00"W	115.98
L237	N61°43'24"W	99.06
L238	N49°12'51"W	27.38
L239	N44°37'36"E	28.64
L240	N83°14'29"E	112.70
L241	N36°39'14"E	22.64
L242	N0°23'08"E	120.93
L243	S5°39'12"E	55.38
L244	N76°04'24"E	52.74
L247	S33°28'10"W	10.41

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C206	44.35	78.00	32°34'34"	S10°08'24"E	43.75
C207	16.05	32.00	28°57'15"	N12°57'04"W	14.92
C208	37.78	120.01	18°02'12"	N9°32'41"E	37.62
C209	47.60	50.43	54°05'05"	N44°59'19"E	45.85
C210	96.48	348.40	15°52'06"	S83°59'20"W	96.18
C211	34.31	348.40	5°38'30"	S53°14'02"W	34.29
C212	28.14	36.00	44°47'03"	N61°51'45"W	27.43
C213	120.34	100.00	68°56'59"	N25°54'40"W	113.21
C214	23.34	100.00	13°22'16"	N67°04'18"W	23.28
C215	53.71	74.00	41°34'57"	S52°57'57"E	52.53
C216	44.70	170.00	15°03'55"	N39°42'26"W	44.57
C217	95.25	170.00	32°08'07"	N63°17'27"W	94.01
C218	60.50	170.00	20°23'29"	N89°32'15"W	60.18
C219	35.75	352.00	5°49'09"	N83°10'35"E	35.74
C220	68.99	352.00	11°13'44"	S88°17'58"E	68.87
C221	27.72	168.00	9°34'02"	N87°28'07"W	27.69
C222	88.23	166.00	30°27'06"	S72°31'19"W	87.19
C223	10.96	81.23	7°43'45"	N61°09'39"E	10.95
C224	55.34	81.23	39°02'15"	N84°32'39"E	54.28
C225	53.11	238.00	12°47'10"	N82°19'49"W	53.00
C226	67.81	238.00	16°19'31"	S83°06'50"W	67.58
C227	35.44	257.00	7°54'03"	N78°54'06"E	35.41
C228	107.63	257.00	23°59'42"	S85°09'01"E	106.85
C229	17.18	257.00	3°49'45"	S71°14'17"E	17.17
C230	97.97	320.65	17°29'44"	N78°04'17"W	97.59
C231	51.77	320.65	9°14'41"	S88°33'31"W	51.71
C232	52.93	142.00	21°21'23"	S85°23'09"E	52.62
C233	98.99	145.00	39°30'35"	N89°49'02"W	98.02
C234	51.04	437.00	6°41'33"	N73°48'27"E	51.01
C235	35.05	6999.25	0°17'13"	S76°58'37"W	35.05
C236	167.71	169.00	56°51'35"	S45°47'40"W	160.92
C237	40.03	93.98	24°24'11"	N47°15'37"E	39.73
C238	48.62	133.00	20°56'43"	S46°59'21"W	48.35
C239	31.75	36.00	50°31'32"	N84°54'14"W	30.73
C240	37.68	165.00	13°04'59"	N44°15'29"W	37.59
C241	44.03	165.00	15°17'16"	N58°26'37"W	43.90
C242	41.14	480.00	4°54'38"	S63°37'56"E	41.12
C243	21.33	480.00	2°32'44"	S59°54'15"E	21.32
C244	63.63	132.00	27°37'16"	N72°26'31"W	63.02
C245	34.48	132.00	14°57'53"	S86°15'55"W	34.38
C246	46.55	205.00	13°00'37"	N85°17'17"E	46.45
C247	18.05	205.00	5°02'41"	S85°41'04"E	18.04
C248	61.08	110.00	31°49'02"	S80°55'46"W	60.30
C249	7.66	110.00	3°59'27"	S63°01'32"W	7.66
C250	86.14	9205.00	0°32'10"	N81°17'54"E	86.14
C251	55.79	9205.00	0°20'50"	N61°44'24"E	55.79
C252	36.94	222.00	9°32'02"	S57°08'48"W	36.90
C253	92.65	222.00	23°54'47"	S40°25'24"W	91.98
C254	47.77	222.00	12°19'47"	S22°18'07"W	47.68
C255	40.07	212.00	10°49'49"	N21°33'08"E	40.01

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C256	51.03	212.00	13°47'33"	N33°51'49"E	50.91
C257	48.86	222.00	12°36'06"	S34°26'33"W	48.85
C258	94.64	222.00	24°25'29"	S15°54'45"W	93.92
C259	86.83	222.00	22°24'32"	S7°30'15"E	86.27
C260	94.60	230.00	23°33'59"	S14°07'19"W	93.94
C261	47.75	230.00	11°53'41"	S31°51'09"W	47.66
C262	55.49	110.00	28°54'17"	S68°30'49"W	54.91
C263	77.22	110.00	40°13'12"	N76°55'27"W	75.64
C264	68.89	110.00	35°52'56"	N38°52'22"W	67.77
C265	40.51	110.00	21°06'01"	N10°22'53"W	40.28
C266	130.58	265.00	28°13'59"	S10°49'52"E	129.26
C267	112.85	265.00	24°24'00"	S15°29'08"W	112.00
C268	119.38	160.00	42°45'02"	S51°56'43"E	116.63
C269	102.23	150.00	39°02'52"	N80°36'49"E	100.26
C270	19.21	42.00	26°12'38"	S32°02'57"W	19.05
C271	72.54	94.00	44°12'57"	N23°02'47"E	70.75
C272	56.28	94.00	34°18'18"	N16°12'50"W	55.44
C273	39.42	116.00	19°28'18"	S23°37'50"E	39.23
C274	50.29	116.00	24°50'16"	S1°28'34"E	49.89
C275	49.87	190.00	15°02'16"	N3°25'26"E	49.72
C276	87.37	190.00	26°20'55"	N17°16'09"W	86.61
C277	182.70	249.00	42°02'27"	N55°03'11"E	178.63
C278	31.26	295.00	6°04'16"	N43°52'19"W	31.24
C279	2.10	20.00	6°01'36"	N14°55'42"W	2.10
C280	5.22	20.00	14°56'45"	S25°24'52"E	5.20

L25–L29, L57, AND L233–L235 NOT USED

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 1/22/19

Bk 48 Pg 12

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 11 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., HEARTLAND HOMES, LLC., ENDURANCE HOLDINGS, LLC., DAS INVESTMENTS, LLC., AND STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC. ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

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A PARCEL OF LAND BEING ALL OF RIVER RANCH SUBDIVISION NO. 1 AS FILED IN BOOK 40 OF PLATS AT PAGE 10, AND RIVER RANCH SUBDIVISION NO. 2 AS FILED IN BOOK 40 OF PLATS AT PAGE 11, RECORDS OF CANYON COUNTY, IDAHO AND A PORTION OF THE NW1/4 OF THE NE 1/4 OF SECTION 13 ALL SITUATED IN THE NORTH 1/2 OF SECTION 13, T.4N., R.2W., B.M., CITY OF STAR, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 13 BEARS NORTH 89°58'41" WEST, 2695.55 FEET; THENCE NORTH 89°58'41" WEST, 1347.78 FEET TO THE EAST 1/16 CORNER; THENCE ALONG THE EAST LINE OF THE NW 1/4 OF THE NE 1/4, SOUTH 00°41'41" WEST, 895.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°57'09" WEST, 3.75 FEET TO THE EAST BOUNDARY OF SAID RIVER RANCH SUBDIVISION NO. 1 AND THE REAL POINT OF BEGINNING.

THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING TWO COURSES AND DISTANCES:

SOUTH 00°31'34" WEST, 664.18 FEET;

SOUTH 00°49'16" WEST, 802.99 FEET TO THE SOUTH BOUNDARY OF SAID RIVER RANCH SUBDIVISION NO. 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIVER RANCH SUBDIVISION'S NO. 1 AND 2 THE FOLLOWING TWENTY-TWO COURSES AND DISTANCES:

NORTH 71°25'49" WEST, 246.30 FEET;

98.20 FEET SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 22°02'51", AND A LONG CHORD WHICH BEARS SOUTH 30°23'35" WEST, 95.61 FEET;

NORTH 48°33'26" WEST, 248.79 FEET;

SOUTH 55°25'59" WEST, 55.94 FEET;

NORTH 79°21'17" WEST, 86.85 FEET;

SOUTH 84°38'14" WEST, 182.36 FEET;

NORTH 70°03'47" WEST, 149.49 FEET;

NORTH 86°16'23" WEST, 224.30 FEET;

SOUTH 32°31'32" WEST, 257.04 FEET;

NORTH 80°43'56" WEST, 269.48 FEET;

SOUTH 05°27'23" WEST, 113.88 FEET;

SOUTH 47°39'59" WEST, 120.20 FEET;

SOUTH 85°38'57" WEST, 94.35 FEET;

SOUTH 86°19'02" WEST, 288.64 FEET;

NORTH 50°35'49" WEST, 129.05 FEET;

NORTH 39°28'01" WEST, 90.00 FEET;

NORTH 27°33'02" WEST, 88.12 FEET;

NORTH 08°53'58" WEST, 68.82 FEET;

NORTH 84°25'40" WEST, 180.28 FEET;

43.14 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 09°30'26", AND A LONG CHORD WHICH BEARS SOUTH 00°48'07" WEST, 43.09 FEET;

SOUTH 88°03'54" WEST, 50.00 FEET;

SOUTH 81°40'31" WEST, 249.07 FEET TO THE WEST BOUNDARY OF THE SE 1/4 OF THE NW 1/4;

THENCE ALONG SAID WEST BOUNDARY, NORTH 00°34'23" EAST, 1,042.64 FEET TO THE NW 1/16 CORNER;

THENCE SOUTH 89°57'18" EAST, 1348.36 FEET TO THE C-N 1/16 CORNER;

THENCE SOUTH 89°57'18" EAST, 29.07 FEET;

THENCE SOUTH 00°18'21" WEST, 138.96 FEET;

THENCE SOUTH 89°57'21" EAST, 1018.30 FEET;

THENCE SOUTH 00°41'40" WEST, 103.09 FEET;

THENCE SOUTH 89°57'21" EAST, 187.51 FEET;

THENCE NORTH 02°05'44" EAST, 170.32 FEET;

THENCE SOUTH 89°18'32" EAST, 25.82 FEET;

THENCE NORTH 00°41'28" EAST, 74.58 FEET;

THENCE NORTH 89°18'32" WEST, 23.98 FEET;

THENCE NORTH 02°05'44" EAST, 172.49 FEET;

THENCE NORTH 80°32'59" WEST, 147.96 FEET;

THENCE NORTH 02°35'49" EAST, 19.37 FEET;

THENCE NORTH 01°41'41" WEST, 203.37 FEET TO THE SOUTH RIGHT-OF-WAY OF BENT LANE;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°57'09" EAST, 250.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.94 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERS (CONT.)

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 ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR THE PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT. NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT WATER SYSTEM, AND SAID DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: JOHN A. LAUDE SR.
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 19th DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN A. LAUDE SR., KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC. 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.

DAVID LABRIE NOTARY PUBLIC MY COMMISSION EXPIRES 9-6-2019 STATE OF IDAHO COMMISSION NUMBER 20178

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise ID
MY COMMISSION EXPIRES: 9/6/2019

HEARTLAND HOMES, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: JOHN A. LAUDE SR.
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 19th DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN A. LAUDE SR., KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF HEARTLAND HOMES, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HEARTLAND HOMES, LLC. 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.

DAVID LABRIE NOTARY PUBLIC MY COMMISSION EXPIRES 9-6-2019 STATE OF IDAHO COMMISSION NUMBER 20178

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise ID
MY COMMISSION EXPIRES: 9/6/2019

PROFESSIONAL LAND SURVEYOR LICENSED 11779 11/13/18 STATE OF IDAHO CODY M. McCAMMON

Bk 48 Pg 12

JOB NO. 18-016
SHEET 12 OF 14

ISG IDAHO SURVEY GROUP, LLC
9865 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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CERTIFICATE OF OWNERS (CONT.)

ENDURANCE HOLDINGS, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: COREY D. BARTON
ITS: MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 16th DAY OF November, 2018, 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 MEMBER OF ENDURANCE HOLDINGS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT ENDURANCE HOLDINGS, LLC. 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.

ADAIR KOLTES NOTARY PUBLIC MY COMMISSION EXPIRES 6-5-2022 STATE OF IDAHO COMMISSION NUMBER 30062

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Nampa, ID
MY COMMISSION EXPIRES: 6-05-22

DAS INVESTMENTS, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: TIM W. ECK
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 15 DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TIM W. ECK, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF DAS INVESTMENTS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT DAS INVESTMENTS, LLC. 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.

KIRSTI GRABO NOTARY PUBLIC Comm. No. 42365 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Star, ID
MY COMMISSION EXPIRES: 2-20-24

STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION

BY: TIM W. ECK
ITS: DIRECTOR

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 15 DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TIM W. ECK, KNOWN OR IDENTIFIED TO ME TO BE THE DIRECTOR OF STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION, THAT 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.

KIRSTI GRABO NOTARY PUBLIC Comm. No. 42365 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Star, ID
MY COMMISSION EXPIRES: 2-20-24

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, 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.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 11/13/18 STATE OF IDAHO CODY M. McCAMMON

CODY M. McCAMMON — P.L.S. NO. 11779

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JOB NO. 18-016
SHEET 13 OF 14

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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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 STAR AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Tim Wood - REHS
SOUTHWEST DISTRICT HEALTH DEPARTMENT

12/18/2018
DATE

APPROVAL OF CANYON HIGHWAY DISTRICT NO. 4

CANYON HIGHWAY DISTRICT NO. 4 DOES HEREBY ACCEPT THIS RE-PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. § 50-1312, 50-1313, AND 50-1330 AND PURSUANT TO ITS AUTHORITY AS SET FORTH IN THE PUBLIC AGENCY COORDINATION AGREEMENT CANYON HIGHWAY DISTRICT NO. 4 AND THE CITY OF STAR DATED JUNE 6TH, 2007.

BY: RICK YOUNGBLOOD, CHAIRMAN

12/27/18
DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO HEREBY APPROVE THIS PLAT

PE #11821
STAR CITY ENGINEER

1/31/19
DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, CANYON COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF January, 2019, THIS PLAT WAS ACCEPTED AND APPROVED.

CITY CLERK, STAR, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT IN ACCORDANCE WITH IDAHO CODE, TITLE 50, CHAPTER 13 RELATING TO PLATS AND VACATIONS.

PLS 9366
COUNTY SURVEYOR

01-03-19
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.50-1308 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.

Dyf Co. Burbin
COUNTY TREASURER

2-14-19
DATE

TREASURER'S SEAL OF CANYON COUNTY, IDAHO — CORPORATE SEAL

PROFESSIONAL LAND SURVEYOR — LICENSED — 11779 — STATE OF IDAHO — CODY M. McCAMMON — 12/10/18

Bk 48 Pg 12

JOB NO. 18-016
SHEET 14 OF 14

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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ELECTRONICALLY RECORDED

AMENDED AND RESTATED

MASTER

DECLARATION OF

COVENANTS, CONDITIONS

& RESTRICTIONS

FOR

STAR RIVER RANCH

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NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN STAR RIVER RANCH SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL STAR RIVER RANCH PROPERTY OWNERS.

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

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

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TABLE OF CONTENTS

Page

ARTICLE 1 RECITALS **1**

1.1 Property Covered 1
1.2 Residential Development 1
1.3 Purpose of Master Declaration 2

ARTICLE 2 DECLARATION **2**

ARTICLE 3 DEFINITIONS **2**

3.1 "Abandoned or Inoperable Vehicle" 2
3.2 "Articles" 2
3.3 "Assessments" 2
3.4 "Association" 2
3.5 "Association Rules" 3
3.6 "Board" 3
3.7 "Building Envelope" 3
3.8 "Bylaws" 3
3.9 "Common Area" 3
3.10 "Common Area Lots" 4
3.11 "Star River Ranch Design Review Committee" or "SRRDRC" 4
3.12 "Design Guidelines" 4
3.13 "Development Plan" 4
3.14 "Discretion" 4
3.15 "Expenses" 4
3.16 "First Mortgage" 4
3.17 "Grantor" 4
3.18 "Improvement" 4
3.19 "Limited Assessment" 5
3.20 "Lot" 5
3.21 "Maintenance Property" 5
3.22 "Master Declaration" 5
3.23 "Member" 5
3.24 "Mortgage" 5
3.25 "Occupant" 5
3.26 "Oversized Vehicles" 6
3.27 "Owner" 6
3.28 "Person" 6
3.29 "Phase" 6
3.30 "Phase 1 Property" 6
3.31 "Plat" 6
3.32 "Project Documents" 6
3.33 "Property" 6

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3.34 "Regular Assessment" 6
3.35 "Restricted Area" 7
3.36 "Special Assessment" 7
3.37 "Supplemental Declaration" 7
3.38 "Waterway" 7
3.39 "Wetlands" 7

ARTICLE 4 ASSOCIATION GOVERNANCE AND ADMINISTRATION 7

4.1 Organization of the Association 7
4.2 Membership 8
4.3 Membership Voting 8
4.4 Board of Directors and Officers 8
4.5 Power and Duties of the Association. 9
4.6 Meetings of the Association 15
4.7 Budgets and Financial Statements 15
4.8 Manager 16
4.9 Personal Liability 16

ARTICLE 5 GOVERNANCE AND ADMINISTRATION: STAR RIVER RANCH DESIGN REVIEW COMMITTEE 16

5.1 Creation; Grantor's Right of Appointment 16
5.2 Appointment of Star River Ranch Design Review Committee Representative 17
5.3 Improvements Generally 17
5.4 Expenses 18
5.5 Non-Liability of Star River Ranch Design Review Committee Members 18
5.6 Variances 19
5.7 Grantor's Exemption 19

ARTICLE 6 ASSESSMENTS 19

6.1 Covenant to Pay Assessments 19
6.2 Assessment Constitutes Lien 19
6.3 Assessment is Personal Obligation 20
6.4 Uniform Rate of Assessment 20
6.5 Regular Assessments 20
6.6 Special Assessments. 21
6.7 Limited Assessments 21
6.8 Assessment Period 22
6.9 Notice and Assessment Due Date 22
6.10 Estoppel Certificate 22
6.11 Reserved. 22
6.12 Grantor Loans 23

ARTICLE 7 ENFORCEMENT OF ASSESSMENTS; LIENS 23

7.1 Right to Enforce 23
7.2 Assessment Liens. 23

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7.3 Method of Foreclosure 24
7.4 Subordination to Certain Trust Deeds 24
7.5 Rights of Mortgagees 24

ARTICLE 8 RIGHTS TO COMMON AREAS, RESTRICTED AREAS 24

8.1 Use of Common Area 24
8.2 Designation of Common Area 25
8.3 Designation of Restricted Area 26
8.4 Designation of Maintenance Property 26
8.5 Delegation of Right to Use 27
8.6 Damages 27
8.7 Association's Responsibility 27

ARTICLE 9 GENERAL AND SPECIFIC RESTRICTIONS 27

9.1 Uses – Generally 27
9.2 Improvements - Generally 28
9.3 Exterior Maintenance; Owner's Obligations 28
9.4 Obligation to Complete Construction 29
9.5 Landscaping 29
9.6 Mailboxes 30
9.7 Nuisances 30
9.8 No Hazardous Activities 30
9.9 Discharge of Firearms 31
9.10 No Mining or Drilling 31
9.11 Insurance Rates 31
9.12 Vehicles and Equipment 31
9.13 Animals/Pets 32
9.14 No Mobile Homes or Temporary Structures 32
9.15 Drainage and Grading 32
9.16 Irrigation System 33
9.17 Other Water Supply Systems 33
9.18 Water Rights Appurtenant to Subdivision Lands 33
9.19 Energy Devices, Outside 33
9.20 Signs 34
9.21 Antennae 34
9.22 No Further Subdivision 34
9.23 Fences 34
9.24 Leasing 35
9.25 Pond Lots 35
9.26 Waterways andRestricted Areas 35
9.27 Grantor's Right of Development 35
9.28 Compliance with Laws 36

ARTICLE 10 EASEMENTS – GENERAL AND SPECIFIC 36

10.1 Owners: Easements of Enjoyment 36

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10.2 Delegation of Use 37
10.3 Recorded Easements 37
10.4 Easements of Encroachment 37
10.5 Maintenance and Use Easement Between Walls and Property 37
10.6 Easements of Access 37
10.7 Drainage and Utility Easements 37
10.8 Rights and Duties Concerning Utility Easements 38
10.9 Disputes as to Sharing of Costs 38
10.10 General Landscape Easement 38
10.11 Maintenance Easement 39
10.12 Pathway Easement 39
10.13 Sewer Easement 39
10.14 Drainage Easement 39
10.15 Blanket Easements 39
10.16 Grantor's Rights Incident to Construction 39
10.17 Easements Deemed Created 40
10.18 Waterway Easements 40
10.19 Reservation for Expansion 40
10.20 Emergency Easement 40

ARTICLE 11 INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS 40

11.1 Member's Right of Inspection 40
11.2 Rules Regarding Inspection of Books and Records 41
11.3 Director's Rights of Inspection 41

ARTICLE 12 MISCELLANEOUS 41

12.1 Annexation of Other Properties 41
12.2 Removal of Properties; Right of Grantor to Remove Properties 42
12.3 Term 42
12.4 Amendment 42
12.5 Mortgage Protection 42
12.6 Notices 43
12.7 Enforcement and Non-Waiver 43
12.8 Use of Trademark 43
12.9 Interpretation 43
12.10 Successors and Assigns 44
12.11 Owners' Acknowledgments 44

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MASTER DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STAR RIVER RANCH

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH (this "Master Declaration") is made effective as of the 4th day of April, 2019, by DAS Investments, LLC, an Idaho limited liability company ("Grantor" and "Class B Member"), Endurance Holdings LLC, an Idaho limited liability company, Heartland Homes L.L.C., an Idaho limited liability company and Heartland Townhomes Property Management, LLC an Idaho limited liability company and supersedes and replaces in its entirey that certain Master Declaration of Covenants, Conditions and Restrictions for Star River Ranch recorded May 23, 2013 as instrument number 2013-023390 in records of Ada County. All capitalized terms not otherwise defined in the text hereof are defined in Article 3, and each reader of this Master Declaration should refer to Article 3 for a clear understanding of such capitalized terms.

ARTICLE 1
RECITALS

1.1 Property Covered. The property subject to this Master Declaration includes the property legally described in Exhibit "A" attached hereto and made a part hereof by this reference and any additional contiguous or uncontiguous property acquired by Grantor annexed under this Master Declaration by a recorded Supplemental Declaration ("Star River Ranch"). Grantor may develop Star River Ranch in multiple development Phases. Each Phase Grantor elects to include in Star River Ranch, other than the Phase 1 Property described in Exhibit "A", shall be subject to this Master Declaration only in the event it is annexed by way of a Supplemental Declaration, and all property (including the Phase 1 Property described in Exhibit "A") made subject to this Master Declaration shall be referred to as the "Property." Unless and until a Supplemental Declaration is filed with Canyon County Recorder's office, only that property legally described in Exhibit "A" attached hereto (the "Phase 1 Property"), shall be subject to this Master Declaration. Each Owner, by accepting a deed to any portion of Star River Ranch, acknowledges and agrees that Grantor is under no obligation to subject any additional property to Star River Ranch and the provisions of this this Master Declaration.

1.2 Residential Development. Star River Ranch is a residential development which Grantor currently intends to develop in accordance with existing development approvals obtained from the city of Star Idaho as may be amended from time to time, or any other development plan(s) for which Grantor may from time to time obtain approval from the city of Star (collectively the "Development Plan"). The Property will be developed for single-family residential homes.

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1.3 Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property and the use of any and all portions of the Property, to establish the Phase 1 Property, provide for the creation of the Association and to designate Common Areas, Maintenance Property and Restricted Areas located within the Phase 1 Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Common Area, Restricted Areas and Maintenance Property, including any Improvements located thereon in a cost effective and administratively efficient manner.

ARTICLE 2
DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, Grantor's successors or assigns, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association. In the event of any conflict between this Master Declaration and any other of the Project Documents, this Master Declaration shall control.

ARTICLE 3
DEFINITIONS

3.1 "Abandoned or Inoperable Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

3.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association, as the same may be amended or revised from time to time.

3.3 "Assessments" shall mean those payments required of Owners who are Association Members, including Regular, Special and Limited Assessments.

3.4 "Association" shall mean the Idaho profit or non-profit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this Master Declaration. Grantor shall have the power, in its discretion, to

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name the Association the "Star River Ranch Homeowners Association, Inc.", or any similar name which fairly reflects its purpose.

3.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Envelope" shall mean the area within a Lot where a residential structure and accessory structures may be located. Unless expressly stated herein to the contrary, the Building Envelope shall always be subject to the prior written approval of the Star River Ranch Design Review Committee. Building Envelopes may be designated by the Grantor in a recorded Plat, a reservation in a deed or other instrument, in this Master Declaration, any Supplemental Declaration or the Design Guidelines, or, at Grantor's sole discretion, an individual Lot plat provided by Grantor to the Owner. Notwithstanding the preceding, it shall be the sole responsibility of each Owner to verify and confirm that the construction or installation of any structures, accessory stuctures or Improvements to be made on the Owner's Lot complies with the Building Envelope. Prior to the construction of any Improvement on a Lot, an Owner shall engage a licensed surveyor to verify that any Improvements to be made by Owner comply with the Building Envelope, are located outside any legal setbacks, designated easements and the 100 year flood plain. If a Building Envelope is not so designated within a Lot, then the Building Envelope shall be that portion of the Lot not located within Restricted Areas, legal setback areas, designated easements or within the 100 year flood plain, or in any other location prohibited by this Master Declaration and it shall be the sole responsibility of the Owner of any Lot in Star River Ranch to confirm and verify the extent of the Building Envelope with the assistance of a licensed surveyor.

3.8 "Bylaws" shall mean the Bylaws of the Association, as the same may be amended or revised from time to time.

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

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3.10 "Common Area Lots" shall mean any Lot within Star River Ranch as shown on any Plat and/or designated in this Master Declaration or any Supplemental Declaration, or other recorded document by Grantor, as a "Common Area Lot Common Area Lots identified as Pond Lots on the Plat of the Phase 1 Property are referred to herein sometimes as "Pond Lot(s)." Pond Lots shall be deemed Common Area for the purposes of this Master Declaration.

3.11 "Star River Ranch Design Review Committee" or "SRRDRC" shall mean the Star River Ranch Design Review Committee, the Initial Improvement Committee and/or the Subsequent Improvement Committee created by Grantor pursuant to Article 5 hereof, whichever is appropriate in the context of this Master Declaration.

3.12 "Design Guidelines" shall mean the design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 5.

3.13 "Development Plan" shall have the meaning ascribed to it in Section 1.2.

3.14 "Discretion" or "discretion" shall mean the freedom or authority to act according to one's own judgment.

3.15 "Expenses" shall have the meaning ascribed to it in Section 6.5.1.

3.16 "First Mortgage" shall mean any Mortgage which is not subordinate to any other monetary lien or encumbrance except liens for taxes or other liens which are given priority by statute.

3.17 "Grantor" shall mean DAS Investments, LLC, or its successors in interest, or any Person to whom the rights under this Master Declaration are expressly transferred, in whole or in part. Grantor rights will not be an appurtenance to any portion of the Property transferred by a Grantor unless an express assignment of Grantor's rights is made. At the election of DAS Investments, LLC, it may convey, transfer or assign its Grantor rights, in whole or in part, to any Person, including without limitation Class B Member rights. Any Grantor rights transferred under the preceding sentence shall be documented by an assignment of Grantor rights recorded in the Official Records of Canyon County, Idaho at the time of transfer or assignment. Unless expressly authorized by DAS Investments, LLC, no subsequent assignment of Grantor's rights shall be permitted. Grantor shall continue to hold any and all Grantor rights and Class B Member rights to Lots, Common Area Lots and/or property retained by Grantor or not otherwise assigned under the preceding provisions. So long as DAS Investments, LLC holds Grantor rights and/or Class B voting rights, no other Person may assign Grantor rights to a third Person without the prior written consent of DAS Investments, LLC.

3.18 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, residential structures, accessory buildings, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines,

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pipes, pumps, ditches, subsurface weir, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement includes both original improvements existing on the Property on the date hereof and all later changes and additions thereto.

3.19 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the 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 Master Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement, and operation activities performed for any Common Area, Restricted Areas, Maintenance Property or the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Master Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

3.20 "Lot" shall mean any Lot within Star River Ranch as shown on any Plat and/or specified in this Master Declaration or any Supplemental Declaration, upon which residential Improvements may be constructed. For voting, membership and Assessment purposes herein, "Lot" shall not include any lot designated on a Plat and/or by Supplemental Declaration as Common Area, Common Area Lots or Restricted Area.

3.21 "Maintenance Property" shall mean any real or personal property on the Property or the general vicinity of the Property not owned by the Association, but which the Association operates and/or maintains for the benefits which will accrue to the Property and its Owners, including, without limitation, any signs, benches, lights, trails, parks, or other open space and lands, but shall exclude Restricted Area. Included in Maintenance Property are i) Lot 29 Block 2 as shown on the Plat of the Phase 1 Property and ii) the area between any Pathway Easement as described in Section 10.12 ("Pathway Easement") that exists on a Lot to the back of curbing along a roadway, excluding any improvements constructed by an Owner of a Lot, including but not limited to mailboxes and driveways.

3.22 "Master Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions for Star River Ranch as it may be amended and supplemented from time to time.

3.23 "Member" shall mean each Owner holding a membership in the Association, including Grantor.

3.24 "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.

3.25 "Occupant" shall mean any resident or occupant of a Lot other than the Owner, including, without limitation, family members, guests, invitees and tenants.

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3.26 "Oversized Vehicles" shall be defined as vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening or too long to fit within a garage.

3.27 "Owner" shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, or in the case of Grantor any fee simple interest in any portion of the Property and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

3.28 "Person" shall mean any individual, partnership, limited liability company, corporation, trust, estate or other legal entity, including Grantor.

3.29 "Phase" shall mean a defined portion of the property described on Exhibit A, consisting of one or more Lots, which has been designated as a Phase under this Master Declaration or by any recorded Supplemental Declaration.

3.30 "Phase 1 Property" shall mean that real property legally described on Exhibit A, made subject to this Master Declaration hereby, which constitutes all that certain real property shown on the Plat showing Star River Ranch Subdivision No. 1.

3.31 "Plat" shall mean any subdivision plat covering any portion of the property legally described on Exhibit A and any property contiguous or non-contiguous to the Property annexed by Grantor under this Master Declaration by a recorded Supplemental Declaration , including, without limitation, the Plat showing Star River Ranch Subdivision No. 1 as recorded in the Canyon County Recorder's Office [insert recording information] as the same may be amended by duly recorded amendments thereof. All references made in a Plat (including Plat notes) to the Star River Ranch Homeowners Association, Inc. or the Star River Ranch Homeowners Association shall be construed to include and apply in all material respects to Star River Ranch Homeowners Association, Inc.

3.32 "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Master Declaration, any Supplemental Declaration, Articles of Incorporation and Bylaws of the Association, any Association Rules, the Design Guidelines and any other procedures, rules, regulations or policies adopted under such documents by the Association or the Star River Ranch Design Review Committee.

3.33 "Property" shall mean the Phase 1 Property attached hereto as Exhibit "A" and any additional property owned or acquired by Grantor which Grantor elects to annex into this Master Declaration by a recorded Supplemental Declaration, including, without limitation, each lot, parcel and portion thereof and interest therein.

3.34 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, Restricted Area and the Maintenance Property, including all Improvements located thereon, and the other costs and

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expenses incurred to conduct the business and affairs of the Association which is levied against each Lot and each Owner by the Association, pursuant to the terms of this Master Declaration or a Supplemental Declaration.

3.35 "Restricted Area" shall mean that portion of the Property that may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration, any Supplemental Declaration or the Design Guidelines. In addition, the Association may acquire any Restricted Area it deems necessary and/or beneficial to the Property and/or the Owners. Restricted Area may include easement, lease and/or license rights. Restricted Area shall not be subject to use by Members, Owners or any Person except as permitted in this Master Declaration, as may be amended; provided however, that the Association shall have the power to convert any Restricted Area into Common Area or to allow limited or selective uses of the Restricted Area.

3.36 "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 Master Declaration or a Supplemental Declaration.

3.37 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted by Grantor in connection with any Phase, any portion of the property described on Exhibit A or any Annexed Property, as defined in Section 12.1 hereof.

3.38 "Waterway" shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

3.39 "Wetlands" shall mean any areas including areas within the Property subject to regulation of the United States Army Corps of Engineers ("ACOE") as wetlands areas.

ARTICLE 4
ASSOCIATION GOVERNANCE AND ADMINISTRATION

4.1 Organization of the Association. The Association shall be initially organized by Grantor as a non-profit corporation under the applicable provisions of the Idaho Code, or such other legal entity as Grantor deems appropriate, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Grantor may, in its discretion, grant to the Association a revocable, non-exclusive license to use the name "Star River Ranch." Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

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4.2 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. Memberships in the Association shall be appurtenant to, and may not be separated from ownership of the Lot. Except as to Grantor transferring Class B member rights as provided in 4.3.2 below, the memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

4.3 Membership Voting. The Association will have two (2) classes of memberships:

4.3.1 Class A Members. Class A Members shall be the Owners of Lots designated in this Master Declaration, any Supplemental Declaration or other recorded document, excluding the Grantor for so long as Grantor, or an assignee of Grantor rights under Section 3.17, is a Class B Member. Until the Class B Member Termination Date, the Class A Members shall not be entitled to vote upon any matter. Upon the Class B Member Termination Date, each Class A Member shall be entitled to one (1) vote for each Lot owned by said Members of the Association. Upon the Class B Member Termination Date, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by the Grantor within the Property.

4.3.2 Class B Member. Grantor, directly, or by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be entitled to one (1) vote for each of the approved Lots for Star River Ranch Assignees of Grantor Class B Member rights under Section 3.17 shall be entitled to one (1) vote for each of the approved Lots for Star River Ranch owned by the assignee. The Class B Members shall cease to be Class B voting Members in the Association upon the earliest to occur of the following: (1) the date upon which the Grantor, including Grantor assignees, no longer own any Property (including but not limited to Lot 29 of Block 2 and Lot 4 of Block 4 as shown on the Plat of the Phase 1 Property, or any property that is annexed into Star River Ranch) or Lot within Star River Ranch; (2) the date all Class B members inform the Board in writing that they no longer wish to exercise their rights as Class B Members hereunder; or (3) on June 1, 2033. This date may be referred to herein as the "Class B Member Termination Date." In the event there is more than one Class B Member, a majority of votes held by Class B Members shall control. In the event the number of anticipated Lots within Star River Ranch is increased beyond 129 approved Lots prior to the Class B Member Termination Date, the Class B Member owning any such Lot shall be entitled to an additional vote for each such additional Lot and the Termination Date identified as June 1, 2033 under subsection (3) of Section 4.3.2 above shall be extended to a date 10 years subsequent to the last annexation of property into this Master Declaration.

4.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

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4.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board ("Directors") nor more than seven (7) Directors appointed by the Class B Members in the Class B Members' discretion. The Class B Members shall have the right to remove and replace any Director, with or without cause, in the Class B Members' discretion. Any Directors appointed by the Class B Members need not be Members of the Association.

4.4.2 Selection of Board After Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be selected by the Members as more particularly set forth in the Articles and/or Bylaws of the Association. Any Directors selected by the Members must be Members of the Association.

4.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Members. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. The Class B Members shall have the right to voluntarily terminate its right to appoint Directors and to fill vacancies pursuant to this Section, in which event the remaining Directors may fill vacancies occurring between meetings of the Members as provided herein. Except for Directors appointed by the Class B Members, all other Directors shall be Members.

4.5 Power and Duties of the Association.

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

4.5.1.1 Assessments. The power to levy Assessments on any Owner and Association Member, or any portion of the Property pursuant to the restrictions enunciated in this Master Declaration, and to force payment of such Assessments, all in accordance with the provisions of this Master Declaration. This power shall include the right of the Association to levy Assessments on any Non-Grantor Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area, Restricted Area and the Maintenance Property.

4.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to

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

4.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any Common Area, Restricted Area or Maintenance Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area, Restricted Area or Maintenance Property shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

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

4.5.1.5 Improvements Within Public Right-of-Way. The authority to own, maintain, repair, replace and operate any Improvements, including, without limitation, landscaping islands, bridges, bridge facades, median strips and pathways located within any public right-of-way located within the Property or identified on a Plat, subject to the rights of the Canyon Highway District No. 4 to remove the same and charge to the Association the costs of removal of such Improvements and other costs relating to any damage to the public right of way as a result of the Association's use thereof. Such maintenance, repair, replacement and operation shall be in accordance with all agreements, licenses and/or other requirements of the applicable entity havng juridicition over the same.

4.5.1.6 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

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4.5.1.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area and Restricted Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

(a) Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

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

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

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

4.5.1.9 Other. Such other and further powers as the Association Board deems reasonable and appropriate.

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

4.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Property. All Pond Lots and Restricted Area and other Waterways shall be maintained in accordance with sound hydrological principles, with particular attention to the maintenance of water quaity and the abatement of mosquitos. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

4.5.2.2 Operation and Maintenance of Restricted Area. Except as otherwise stated in this Master Declaration, any Supplemental Declaration or the Design

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Guidelines, operate, maintain, and otherwise manage or provide for the operation, maintenance and management of any Restricted Area subject to the terms of this Master Declaration as well as any Waterways.

4.5.2.3 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public storm drainage facilities, including, without limitation, drainage pipes, seepage beds and collection ponds ("facilities"), located on and through the Lots, Restricted Area, Maintenance Area, Common Area or rights-of-way, pursuant to the Star River Ranch Subdivision Stormwater Operation and Maintenance Manual, and the repair and replacement of property damaged or destroyed by casualty loss. A copy of the Stormwater Operation and Maintenance Manual is attached hereto as Exhibit "B" and incorporated herein by this reference.

4.5.2.4 Operation and Maintenance of Irrigation System. Subject to the terms of a Shared Pressurized Irrigation System Agreement (defined hereinafter), operate and maintain or otherwise provide for the operation and maintenance, repair and replacement of the pressurized irrigation system which shall be shared (the "Shared System") with property owned by Grantor or its affiliates south of Phase 1 which are outside the boundaries of the Property (Grantor's Southerly Land"). Portions of the Shared System are presently located on Grantor's Southerly Land, and may never be added to the Property. The Grantor is authorized to enter into an agreement on behalf of the Association with the owners of Grantor's Southerly Land which shall 1) require the Association to operate, maintain, repair and replace all elements of the Shared System, except as to items of operation, maintenance, repair and replacement, which Grantor desires to have performed by the owners of Grantor's Southerly Land , and 2) require that all of the costs related to the foregoing incurred by the Association and/or the owners of Grantor's Southerly Land (less any payments received on account of a Supplemental Shared Pressurized Irrigation System Agreement, defined hereinafter), be shared prorata based upon the number of Lots within the Property, and the number of residential lots in Grantor's Southerly Land served by the Shared System (the "Shared Pressurized Irrigation System Agreement"). The Shared System shall include: all facilities connected to the irrigation pump station located north of the Canyon Canal on the west side of River Ranch Lane and the irrigation pump station located northwest of the southerly pond on Grantor's Southerly Land, located on and through the Lots, Restricted Area, Maintenance Area, Common Area or rights-of-way, Land from time to time, and the connections to surface water in the Property and Grantor's Southerly Land, pursuant to the Star River Ranch Subdivision Pressurized Irrigation Operation and Maintenance Manual (as well as facilities constructed in any Annexed Property). A copy of the Pressure Irrigation Operation and Maintenance Manual is attached hereto as Exhibit "C" and incorporated herein by this reference. The Shared System presently has excess capacity. In order to reduce costs related to the Shared System incurred by the Owners, Grantor is authorized to enter into Supplemental Shared Pressurized Irrigation System Agreements with properties surrounding Star River Ranch so long as such excess capacity is available, provided such properties 1) bear the expenses of delivering water pursuant to valid water rights owned by the recipient to the Shared System for distribution, 2) are responsible for maintaining, repairing, and replacing any irrigations system from the point of connection to such properties to the Shared System, and 3)

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bear an equitable share of expenses related to the operation of the Shared System (a "Supplemental Shared Pressurized Irrigation System Agreeement.")

4.5.2.5 Operation and Maintenance of Maintenance Property. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of any Maintenance Property without limitation, any signs, benches, lights, trails, parks or Improvements within the public right of way for which the Association is responsible. .

4.5.2.6 Restricted Areas. Monitor and maintain vegetation densities within all weir and Restricted Areas which are under the purview of the ACOE; and keep the ACOE informed of all monitoring and maintenance activities on an annual basis.

4.5.2.7 Flood Management Plan and Levy. Monitor and inspect the Boise River Bank contiguous to Star River Ranch during periods of high water flow exceeding 6000 CFS. In the event of any deterioration of the Boise River Bank provide observation results to Boise River Flood Control District No. 10, including coordinating with Boise River Flood Control District No. 10 and completing river bank restoration if determined necessary by Boise River Flood Control District No. 10. Subject to the terms of a Levy Maintance Agreement, perform all duties, including payment of all sums due thereunder, for ongoing maintenance repair and replacement of the levy along the Boise River ("Levy") located on Grantor's Southerly Land, pursuant to an agreement with the owners of Grantor's Southerly Land. ("Levy Maintenance Agreement"). The Grantor is authorized to enter into a Levy Maintenance Agreement on behalf of the Association with the owners of Grantor's Southerly Land which requires that all of the costs related to the Levy be shared by the Owners prorata based upon the number of Lots within the Property, and the number of residential lots in Grantor's Southerly Land as set forth in the Levy Maintenance Agreement.

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

4.5.2.9 Improvements in the Public Right-of-Way. Maintain, improve, operate, repair and replace any facilities and Improvements, including, without limitation, Maintenance Property, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to the Development Plan, any Plat, or any license, easement or other agreement. Notwithstanding the foregoing, the Association's obligation to maintain landscaping in public rights of way shall not apply to public rights of way adjacent to Lots, which shall be the responsibility of the owner of such Lots (along with private driveways within public rights of way), except in the event a Pathway Easement exists on a Lot, the Association shall maintain that portion of the landscaping between the Pathway Easement and the curbing along a roadway.

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4.5.2.10 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area and Lot 29 of Block 2 of the Phase 1 Property for so long as sewer facilities serving the property are operational, and all personal property taxes levied on the personal property of the Association located on the Maintenance Property, Restricted Area or against any portion of the Property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation;

4.5.2.11 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, Maintenance Areas, and Restricted Area, and to own and/or manage for the benefit of Star River Ranch all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

4.5.2.12 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area and Restricted Area;

(b) Comprehensive public liability insurance insuring the Board, the Association, Grantor, and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area, Restricted Area and Maintenance Property. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage with the requirement that owners of Maintenance Property, be listed as named or additonal insureds when required;

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

(d) Such insurance as required by Section 12.5.14 herein;

(e) Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws

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and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property;

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

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

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

4.5.2.14 Star River Ranch Design Review Committee. Appoint and remove members of the Star River Ranch Design Review Committee, subject to the provisions of this Master Declaration; and

4.5.2.15 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of the City of Star, Canyon County and/or State of Idaho, also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

4.5.2.16 Compliance with Development Plan. All actions undertaken by the Association in performance of its duties under the Project Documents shall be performed in conformity with the Development Plan.

4.5.2.17 Duties Imposed During Entitlement Process. Carry out all duties imposed by any governmental, municipal or other agencies as part of the entitlement process for the development of Star River Ranch.

4.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

4.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association as follows:

4.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be available for distribution not less than thirty (30) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

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4.7.2 Once Lots are conveyed to any Owner other than the parties to this Master Declaration, within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year for the Association and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year. Copies of the balance sheet and operating statement shall be available for distribution upon request to each Member within ninety (90) days after the end of each fiscal year.

4.8 Manager. The Association may employ or contract for the services of a manager or management company ("Manager"), provided that no such employment or contract shall have a term of more than one (1) year following the Class B Member Termination Date, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided ninety (90) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 4.8.

4.9 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee, or other representative or employee of the Association, Grantor, or the Star River Ranch Design Review Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

ARTICLE 5
GOVERNANCE AND ADMINISTRATION: STAR RIVER RANCH DESIGN REVIEW COMMITTEE

5.1 Creation; Grantor's Right of Appointment. Within thirty (30) days of the date on which Grantor first conveys a Lot to an Owner, Grantor shall appoint no less than three (3) and no more than five (5) individuals to serve on a design committee (the "Star River Ranch Design Review Committee"). Thereafter, at any time, and from time to time, until the Class B Member Termination Date, Grantor shall have the exclusive right, in Grantor's discretion, to appoint, remove and replace all members of the Star River Ranch Design Review Committee. Upon the Class B Member Termination Date, the Star River Ranch Design Review Committee shall be divided into two committees consisting of not less than three (3) and not more than five (5) individuals each: (1) the Initial Improvement Committee; and (2) the Subsequent Improvement Committee. Hereinafter, the term "Star River Ranch Design Review Committee" shall mean the Initial Improvement Committee and Subsequent Improvement Committee, whichever is appropriate given the context hereof. As long as Grantor owns a Lot within the Property, or any

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portion of the property described on Exhibit A, Grantor shall continue to have the exclusive right to appoint, remove and replace all members of the Initial Improvement Committee. Following the Class B Member Termination Date, the Board shall have the right to appoint, remove and replace the members of the Subsequent Improvement Committee. At such time as Grantor no longer owns a Lot within the Property, or any portion of the property described on Exhibit A, the Board shall have the right to appoint, remove and replace all members of the Star River Ranch Design Review Committee. The Initial Improvement Committee shall be responsible for review and approval of the initial and subsequent residential Improvements proposed to be placed on any Lot pursuant to this Article 5. Following construction of a permanent residential Improvement on a Lot and the Class B Member Termination Date, any subsequent Improvements on such Lot or any changes to any existing Improvements shall be submitted to the Subsequent Improvement Committee for review pursuant to this Article 5. If a vacancy on the Star River Ranch Design Review Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Star River Ranch Design Review Committee need not be an Owner. Members of the Star River Ranch Design Review Committee may be removed immediately by the Person appointing them at any time without cause. Pursuant to Section 5.3 below, the Star River Ranch Design Review Committee shall review, study, and either approve or reject the proposed Improvements on the Property, all in compliance with the Master Declaration, any Supplemental Declaration, and the Design Guidelines. The actions of the Star River Ranch Design Review Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

5.2 Appointment of Star River Ranch Design Review Committee Representative. The Star River Ranch Design Review Committee, prior to the Class B Member Termination Date, may appoint in writing one (1) of its members to act as its designated representative (the "Committee Representative"). The Committee Representative may be delegated all duties and obligations of the Star River Ranch Design Review Committee. In the event a Committee Representative is appointed, it is intended that the Star River Ranch Design Review Committee shall look to the Committee Representative to perform all functions of the Star River Ranch Design Review Committee; provided however, the Star River Ranch Design Review Committee shall make all final determinations and decisions regarding all Star River Ranch Design Review Committee duties and obligations. Any action or decision made by three (3) members of the Star River Ranch Design Review Committee shall be a binding decision of the entire Star River Ranch Design Review Committee.

5.3 Improvements Generally. The initial Design Guidelines for the construction and reconstruction of all Improvements on the Property are attached hereto as Exhibit "D." No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Star River Ranch Design Review Committee, and without being in compliance with the Project Documents and the Design Guidelines. The Design Guidelines shall be developed and used by the Star River Ranch Design Review Committee to ensure that all Improvements conform and harmonize as to external

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design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of Star River Ranch, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. In the event of a conflict between the Design Guidelines and this Master Declaration, any Supplemental Declaration, the Articles or the Bylaws, this Master Declaration, the Supplemental Declaration, the Articles or Bylaws, as the case may be, shall govern in that order. The content of the Design Guidelines may be modified and amended from time to time as provided in the Design Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article 5 limits any Owner's obligation and duty to ensure that the Owner's Lot development is in compliance with this Master Declaration, any Supplemental Declaration, the Design Guidelines, any other Project Documents or applicable city, county and state laws, rules, regulations and ordinances.

5.4 Expenses. All expenses of the Star River Ranch Design Review Committee shall be paid by the Association. The Star River Ranch Design Review Committee shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the Star River Ranch Design Review Committee from time to time and such fees shall be collected by the Association to help defray the expenses of the Star River Ranch Design Review Committee's operation, including reasonable payment to each member of the Star River Ranch Design Review Committee for their services as provided herein. The Star River Ranch Design Review Committee fee may be increased in the event the Star River Ranch Design Review Committee is reviewing maintenance, landscaping or remodeling Improvements to any Lot, and the Star River Ranch Design Review Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Star River Ranch Design Review Committee's performance of its duties and responsibilities under this Section.

5.5 Non-Liability of Star River Ranch Design Review Committee Members. Approval by the Star River Ranch Design Review Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Star River Ranch Design Review Committee nor any of its members shall be responsible or liable to the Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of approval for any Improvements. Neither the Board, Star River Ranch Design Review Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Star River Ranch Design Review Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Star River Ranch Design Review Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Star River Ranch Design Review Committee to the extent any such member of the Star River Ranch Design Review Committee shall be adjudged (after

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exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Star River Ranch Design Review Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

5.6 Variances. The Star River Ranch Design Review Committee may authorize variances from compliance with any of the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic considerations, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least three (3) members of the Star River Ranch Design Review Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration, any Supplemental Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration, any Supplemental Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

5.7 Grantor's Exemption. Notwithstanding the preceding provisions of this Article 5, any and all Improvements constructed or owned by Grantor on or to the Property, including any Lot, are not subject to this Article 5 or the review and approval by the Star River Ranch Design Review Committee.

ARTICLE 6
ASSESSMENTS

6.1 Covenant to Pay Assessments. Except as provided in this Section 6.1, by acceptance of a deed to any Lot, each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Master Declaration, any Supplemental Declaration or other applicable Project Document. Notwithstanding the preceding, or anything in this Declaration, the Articles, Bylaws, or other document to the contrary, the Grantor shall not be obligated to pay any Assessments and the Association shall not levy any Assessments against the Grantor.

6.2 Assessment Constitutes Lien. 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 Lot against which each such Assessment or charge is made.

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6.3 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

6.4 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each Lot.

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

6.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay unpaid Grantor Loans and pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, Restricted Area and Maintenance Property, including all Improvements located on such areas owned and/or managed and maintained by the Association, and costs under the Levy Maintenance Agreement and the Shared Pressurized Irrigation System Agreement (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, Restricted Area and Maintenance Property, or other property of the Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Grantor Loans, Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of the Association, are collectively referred to herein as the "Expenses."

6.5.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

6.5.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or

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annually, at its discretion. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

6.5.3.1 An initial assessment set up fee of $250.00 shall be paid to the Association upon the acquisition of a Lot by any Owner after the date of this Master Declaraton, aside from the Grantor or an assignee of Grantor rights or from Grantor to an affiliate. The assessment set up fee shall be paid from closing if the purchase is made through a title company. This fee shall (i) be paid by the purchaser, (ii) apply only to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not as a credit against the Regular Assessments owed by an Owner, and (iv) be applied towards the payment of Grantor Loans. On all subsequent transfers of Lots, at the closing of the acquisition the purchaser of the Lot shall pay the Association a transfer fee of $250.00

6.5.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total anticipated Expenses by 1.5 and then multiplying the product by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is $1,000.00 per year, per Lot, payable quarterly, every three (3) months in installments of $250.00.

6.6 Special Assessments.

6.6.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, Restricted Area or Maintenance Property, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board of the Association shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

6.6.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

6.7 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association may levy a Limited Assessment

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against a Member and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area, Restricted Area, Maintenance Property or any other portion of the Property or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

6.8 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period for the Association shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

6.9 Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Members. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the date due as set forth in the written notice. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

6.10 Estoppel Certificate. The Association, upon at least five (5) days prior written request, shall execute, acknowledge and deliver to the Person making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Article 6 may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such Certificate may not extend to any default as to which the Person signing such Certificate shall have had no actual knowledge.

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6.12 Grantor Loans. Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Lot or Property owned by Grantor. At Grantor's sole discretion, and having no obligation to do so, Grantor may make advances related to the formation, organization, operation and administration of the Association, including without limitation advances for the payment of Expenses. Any such advances made by the Grantor shall be deemed loans by Grantor to the Association ("Grantor Loans"). Grantor Loans shall accrue interest at an agreed upon rate, but in no event less than the short-term Applicable Federal Rate. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis. The Association shall, no less than annually, apply no less than 67% of all collected Assessments towards the repayment of outstanding Grantor Loan(s). If the then oustanding balance of all Grantor Loans is less than 67% of the annually collected Assessments, the Association shall apply against the Grantor Loans that portion of Assessments needed to pay all outstanding Grantor Loan balances in full.

ARTICLE 7
ENFORCEMENT OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The Association has the right to collect and enforce its Assessments created hereby and pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Master Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

7.2 Assessment Liens.

7.2.1 Creation. There is hereby created a claim of lien on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Master Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Master Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Canyon County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and

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Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

7.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Canyon County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice), a sufficient description of the Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

7.3 Method of Foreclosure. Such lien shall be foreclosed by appropriate action in court.

7.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a deed of trust or 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 Article 7, 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 Master Declaration.

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

ARTICLE 8
RIGHTS TO COMMON AREAS, RESTRICTED AREAS AND MAINTENANCE PROPERTY; DESIGNATION OF COMMON AREAS, RESTRICTED AREAS AND MAINTENANCE PROPERTY

8.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, except Pond Lots, whose use is limited to less than all Owners elsewhere in this

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Master Declaration, which right shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions.

8.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to levy and collect Special Assessments;

8.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, the Common Area by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

8.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Members entitled to vote has been recorded;

8.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

8.1.5 The right of the Grantor to declare that Common Areas may be used by the public or any other group of persons as established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration or in any Supplemental Declaration (this includes, without limitation, the right of the Grantor to declare that the Common Areas may be used for the benefit of other properties in the vicinity of the Property as the same are developed by Grantor or Grantor's successors in interest); and

8.1.6 The Common Area cannot be mortgaged or conveyed without the approval of the Owners, excluding the Grantor, of at least two-thirds (2/3) of the total voting power in the Association as cast by the Class A Members. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

8.2 Designation of Common Area. Grantor shall designate and reserve Common Area in this Master Declaration and/or recorded Plats, deeds or other instruments. The following are hereby designated as Common Area:

8.2.1 Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, and Lot 42, Block 4 all as shown on the Plat of the Phase 1 Property; and

8.2.2 The improved surface of pathways, as may exist from time to time within, Pathway Easements identified in Section 10.12 below.

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8.3 Designation of Restricted Area. Grantor shall designate and reserve Restricted Area in the Master Declaration, any Supplemental Declarations and/or recorded Plats, deeds or other instruments. Members/Owners shall not be entitled to use those areas established from time to time by Grantor on any portion of the Property as Restricted Area, unless expressly allowed by the Association or this Master Declaration or in any Supplemental Declaration. The following are hereby designated as Restricted Area:

8.3.1.1 All areas within the Wetland Protection Boundaries, delineated on the Plat of the Phase 1 Property and as addressed in Plat Note 10 of the Plat of the Phase 1 Property as Wetland Restricted Areasover portions of Lots 18 through 22 and 24 through 29 of Block 4, and Lots 1 through 27 of Block 5 of the Plat of the Phase 1 Property (sometimes referred to as "Wetland Restriction Areas")(In the event there is any discrepancy between the location of Wetland Protection AreaBoundaries as reflected on the recorded Plat drawings and the Wetland Restricted Areas described in the notes to the Plat, the location of the Wetland Restricted Area reflected on the recorded Plat drawings shall control);

8.3.1.2 Notwithstanding anything contained in this Master Declaration to the contrary, all Restricted Areas designated in this Section 8.3 of this Master Declaration contain wetlands (referred to in this paragraph as "Wetland Restriction Area") regulated under federal law by the ACOE. The Grantor, any subsequent owner's of the Property and the Association and its members shall not take any actions or make any alterations, including the construction of improvements, in the Wetland Restriction Area that would violate any federal or state laws, rules or regulations applicable to the regulation of the wetlands contained therein. Specifically, there shall be:

- No placement of structures or impervious surfaces in the Wetland Restriction Area;
- No excavation, grading or fill in the Wetland Restriction Area;
- No removal or thinning of vegetation is allowed with the Wetland Restriction Area except for removal of noxious weeds, removal for fire protection or removal of hazardous trees. These specific removals will be permitted in the Wetland Restriction Area without authorization from the ACOE;
- No creation of beaches within the Wetland Restriction Area;
- No expansion of areas of landscaping with nonnative species such as lawn or garden into the Wetland Restriction Area;
- No filling or dumping will occur in the Wetland Restriction Area;
- No placement of additional paths will occur in the Wetland Restriction Area; and
- No temporary storage of refuse, yard debris or other material will be allowed in the Wetland Restriction Area.

8.4 Designation of Maintenance Property. Grantor shall designate and reserve Maintenance Property in the Master Declaration, any Supplemental Declarations and/or recorded Plats, deeds or other instruments. The following are hereby designated as Maintenance Property:

8.4.1 Any and all banks of the Boise River contiguous to Star River Ranch

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8.4.2 All Waterways within the Property;

8.4.3 The collective mailbox units;

8.4.4 All Landscaping and other Improvements located within public right of way for which the Association has responsibility to maintain as provided in this Master Declaration; and

8.4.5 All landscaping installed by Grantor upon the Maintenance Property.

8.5 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public or a narrower class of users in its sole and abosolute discretion, and such delegation to the general public may be for a fee set by Grantor or the Association. Grantor does hereby delegate the right to the use without charge all Common Areas to the Owners of any portion of Grantor's Southerly Land, in consideration of entering into the Shared Pressurized Irrigation System Agreement .

8.6 Damages. Each Owner shall be fully liable for any damage to any Common Area, Restricted Area or Maintenance Property which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

8.7 Association's Responsibility. The Association shall maintain and keep the Common Area, Restricted Area and Maintenance Property in good repair, such maintenance to be funded as provided in this Master Declaration. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within the Common Area, Restricted Area and Maintenance Property.

ARTICLE 9
GENERAL AND SPECIFIC RESTRICTIONS

9.1 Uses – Generally. All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to Star River Ranch, provided such other appropriate uses are in compliance with the Project Documents. No Lot, other than Common Area Lots and the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Design Guidelines.

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9.2 Improvements - Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Master Declaration. Specific design and construction guidelines are contained in the Design Guidelines. The Design Guidelines and the general instructions set forth in this Master Declaration shall govern the right of a Person or Owner, excluding the Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the property within Star River Ranch, and to make or create any excavation or fill on any Lot, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over any Lot. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the Star River Ranch Design Review Committee prior to their construction or reconstruction, as set forth in this Master Declaration. This Master Declaration is not intended to serve as authority for the Star River Ranch Design Review Committee to control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This Master Declaration is intended to serve as authority for the Star River Ranch Design Review Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Lot, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this Master Declaration and in the Design Guidelines. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Design Guidelines governing such repair or reconstruction. No Lots, other than those owned by Grantor, shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Star River Ranch Design Review Committee for a landscape plan.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Master Declaration and/or in a manner inconsistent with the plans approved by the Star River Ranch Design Review Committee and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Master Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

9.3 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner, excluding Grantor, shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a

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mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

9.4 Obligation to Complete Construction. With the exception of Grantor or the other Owners executing this Master Declaration, any Owner of a Lot shall, within a period of one (1) year following the date of purchase of a Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and complete the construction within six (6) months from the date construction commences. The term "commence the construction," as used in this Section 9.4, means the beginning and ongoing physical construction of the dwelling structure upon such Lot. In the event any Owner shall fail to comply with the construction requirements within the time alloted under this Section 9.4, the Association shall have the authority to impose an additional daily Assessment against the Owner of said Lot equal to $75.00 per day the noncompliance continues. An assignment or transfer of Lot by an Owner to another party shall not interrupt the foregoing time limitations. The Association shall have all lien and foreclosure rights described in Article 7 should Owner fail to comply with the provisions of this Section 9.4. An Owner shall be granted additional time to complete incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. During construction, the Owner shall take reasonable measures to minimize the impact of construction activity on neighboring Lots and the Property, including without limitation mud tracking onto the roads located within the subdivision, adjacent Lots or other Property as a result of any construction activity. In the event an Owner violates the preceding sentence, the Association warns the Owner of its violation and the Owner shall have forty-eight (48) hours to cure the violation. If Owner fails to cure within the alloted time, and for each subsequent violation by the Owner, the Association shall have the right to collect a sum equal to $500.00 from the Owner for each instance. In lieu of the $500.00 fee, the Association may elect to cure any violation upon forty-eight hours advance notice to the Owner and collect from Owner a sum equal to the costs of curing the violation plus an administrative fee of $250.00.

9.5 Landscaping. The Star River Ranch Design Review Committee shall adopt guidelines regulating landscaping permitted and required. No Owner, excluding Grantor, shall be permitted to install any landscaping on any Common Area, Restricted Area or Maintenance Property without the prior written consent of the Board. Each Lot Owner shall be responsible to install, irrigate and maintain landscaping in that portion of public rights of way adjacent to such Lot that are not Maintenance Property and lie between the back of curb and the Lot. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending

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property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

9.6 Mailboxes. All mailboxes or any mailbox or mailbox post or structures shall be at a central location to be owned and maintained by the Association as Maintenance Area. There shall be no mailbox upon any individual Lot. Lost keys shall be replaced at the Lot owner's expense.

9.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, Restricted Area, Maintenance Property or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Notwithstanding the foregoing, such home business or occupation shall not be deemed offensive or detrimental to the Property if it results in (i) no more than twelve vehicle trips per day to the home exclusively for business purposes; (ii) no more than two delivery vehicles per day to the home, in addition to U.S. Mail delivery vehicles and recognized overnight mail courier service delivery vehicles; (iii) no more than two vehicles parked in front of the home for business purposes at any time; or (iv) any non-material increase in noise or traffic prior to 8:00 AM or after 5:00 PM. 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 Star River Ranch Design Review Committee), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Star River Ranch Design Review Committee. 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, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Star River Ranch Design Review Committee. 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.

9.8 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any Person or property.

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9.9 Discharge of Firearms. There shall be no discharge of firearms on the Property for recreational purposes. Provided, however, the river bank and lands below the high water mark are public lands and hunters and anglers have and will continue to have a right to fish, hunt and discharge firearms during legal hunting hours and otherwise in accordance with law.

9.10 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements or apply to Grantor's activities on property owned by Grantor.

9.11 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which would result in the cancellation of insurance on any portion of the Property owned or managed by the Association or which would be in violation of any law.

9.12 Vehicles and Equipment.

9.12.1 The use of all vehicles and equipment, including, without limitation, trucks, automobiles, motorcycles, golf carts, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: 1) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; 2) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, golf carts, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or un-repaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Star River Ranch Design Review Committee; 3) to the extent possible, garage doors shall remain closed at all times; 4) any golf carts operated on the Property shall be electric and no gas-powered golf carts shall be permitted; and 5) the use of any electric, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed between the hours of 8:00 a.m. and 8:00 p.m.

9.12.2 There shall be no on-street parking on River Ranch Lane. All other on-street parking is permitted for occasional use but shall be limited to those specific areas where on-street parking is not expressly prohibited by any governmental or quasi-governmental agencies with responsibility therefore and/or by the Association as set forth in any of the Project Documents. Any on-street parking for a period in excess of one (1) week shall require the prior approval of the SRRDRC. There shall be no on-street parking of trailers, boats, recreational

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vehicles, motor homes, buses, campers or snowmobiles exceeding 24 hours and during the time allowed shall be for the sole purpose of loading and unloading as necessary for use or after use and there shall be no on-street parking of any unlicensed vehicles and/or trucks in excess of one (1) ton.

9.13 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This section is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board, in its reasonable judgment, and are kept in compliance with the laws and ordinances of the applicable jusrisdicition. Notwithstanding the foregoing, no Owner shall house more than three dogs on a Lot, and house no more than three cats on a Lot, subject to the limitation that the total number of dogs and cats in the aggregate housed on a Lot shall not exceed a total of four. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs, and/or an Owner's failure to clean the excrement of such Owner's dogs or cats shall be considered a nuisance. Each dog or cat in the Property shall be leashed when such animal is off the premises of its owner.

9.14 No Mobile Homes or Temporary Structures. No house trailer, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. "Temporarily" with respect to construction activity shall mean no longer than three (3) weeks without written approval by the Star River Ranch Design Review Committee.

9.15 Drainage and Grading. Grantor has a grading plan for the Property. Such grading plan was designed to provide optimal drainage of surface water from all portions of the Property. Changes in the grading of any portion of the Property will directly affect the drainage of surface water from such portions of the Property. Grantor has established certain construction standards, the compliance with which will enable the Owners to construct Improvements on the Lots while maintaining optimal drainage of surface water from such Lots. All Owners shall consult and comply with such construction standards. In addition, portions of the Property are or were located within an established flood plain. Thus, each Owner shall consult a design/engineering professional prior to the construction of any Improvement upon a Lot or the alteration of the grade of any Lot to address any surface water drainage issues, any issues arising as a result of the groundwater table beneath the Property, provide soils compaction test results and to adhere to all design/engineering professional's recommended design and construction practices. In addition, all Owners must comply with the terms and conditions of this Master Declaration, the provisions of Section 3.7 including, without limitation, the terms, conditions and/or restrictions found in any individual Lot plat provided to Owner, and all applicable requirements of any federal, state or local government or agency in regard to the alteration of the grading or drainage pattern on any portion of the Property.

9.15.1 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Association. For purposes hereof,

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"established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed, or that drainage which is shown or described on any plan or Plat. For purposes of this agreement.

9.15.2 Grading. The grading of any portion of the Property, or any modification, alteration or change to such grade, must be made in accordance with applicable laws, rules, regulations and ordinances and approved in writing by the Association. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, and by the Star River Ranch Design Review Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided for herein.

9.16 Irrigation System. Each Owner is hereby required to connect its Lot(s) to the Shared System (at the stub closest to such Owner's Lot or as directed by Grantor) upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with this Master Declaration and all other applicable standards. By accepting a deed to a Lot, each Owner acknowledges and agrees to pay for the Shared System as set forth in the Shared Pressurized Irrigation System Agreement whether or not such Owner actually uses such water.

9.17 Other Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Association.

9.18 Water Rights Appurtenant to Subdivision Lands. Grantor or its affiliates owns certain water rights which are appurtenant to the Property and which may be utilized in the Shared System which will supply non-potable irrigation water to the Property. Grantor and its affiliates hereby reserves unto themselves any and all water rights appurtenant to the Property, and accordingly, Owners of any and all Lots shall have no right, title or interest in any of said water or water rights. The Grantor or its affiliates shall transfer to the Association sufficient water rights limited to the water rights owned by Grantor in an amount set forth per separate agreement by and between Grantor and the Association to enable the Association to operate the Shared System.

9.19 Energy Devices, Outside. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Star River Ranch Design Review Committee, except for mechanical equipment shown in the plans approved by the Star River Ranch Design Review Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

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9.20 Signs. No signs of any kind, including, without limitation, "for sale" and "open house" signs, shall be displayed on or from any portion of the Property except those signs approved by the Star River Ranch Design Review Committee, or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law.

9.21 Antennae. Subject to applicable law, all exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Star River Ranch Design Review Committee approval for construction of residential Improvements on the Owner's Lot.

9.22 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, for so long as Grantor owns a Lot in the Property, and then by the Board of the Association. Any such further subdivision shall be consistent with all applicable city, county and state laws, rules, regulations and ordinances.

9.23 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Star River Ranch Design Review Committee prior to the construction or installation. All fences and walls shall be subject to the following restrictions:

9.23.1 The Star River Ranch community shall preserve the open and expansive appearance of the community, discouraging the use of fences. However, where fences are desired only wrought iron type fence is allowed. These fences shall include a continuous top rail and shall not have barbed or pointed tips. All fences or walls on a Lot shall not exceed four feet (4') in height. The Star River Ranch Design Review Committee may require a lower height in certain situations or in certain locations. Fences immediately surrounding a pool or spa shall comply with this provision with the exception that the hight may be increased to comply with local building codes for fencing surrounding pools.

9.23.2 All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

9.23.3 No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration, any Supplemental Declaration or shown on any recorded Plat.

9.23.4 No fence or wall shall be constructed within thirty feet (30') of any Common Area abutting any Lot.

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9.24 Leasing. The Owner of a Lot shall have the right to lease such Lot and residential dwelling thereon, subject to the following conditions: 1) all leases shall be in writing and a copy shall be provided to the Association; 2) the lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the Lease; and 3) the Owner shall be liable for any violation of the Project Documents committed by the tenants of the Owner, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant. In all events, a tenant shall not be considered a Member or otherwise eligible to vote in the Association.

9.25 Pond Lots. The Pond Lots are Common Areas that, at present, may be used by only by Owners of Lots adjacent to the Pond Lots and their guests and/or invitees, for boating, fishing and other recreational activities, subject to the terms and conditions in this Section. No Owner of a Lot shall have the right of access to the Pond Lots across or through a Lot not owned by them. At present there is no Common Area adjacent to either Pond Lot. Grantor in its sole and absolute discretion may elect to create such a Common Area, but is under no obligation to do so. In that event, all Owners may access and use a Pond Lot which is adjacent to a Common Area, along with their guests and invitees, but such access shall only be through and across such Common Area The Association shall have the responsibility to promulgate further rules and regulations regarding the use of the Pond Lots subject to the following restrictions:

9.25.1 No motorized vehicles, including but not limited to boats, jet skis or aircraft, shall be allowed on any Pond Lot.

9.25.2 No motorized boating of any kind shall be permitted on the Pond Lots designated herein. Small non-motorized boats such as canoes, paddle boats, hobie cat, stand up paddleboards and float tubes are allowed, Notwithstanding the foregoing, this section shall not limit Grantor's right to permit boating on pond lots which may exist in future Phases at Grantor's discretion.

9.25.3 Fishing is catch and release only, limited to use of single barbless hooks with artificial flies and lures.

9.26 Waterways andRestricted Areas. No Owner shall be permitted to clear any vegetation from any area designated as Restricted Area All maintenance within the Restricted Area shall be completed by the Association subject to Article IX.

9.27 Grantor's Right of Development. Nothing contained in this Master Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property or Star River Ranch. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise.

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Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Star River Ranch Design Review Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Canyon County Recorder's Office in accordance with Section 3.17 of this Declaration.

Grantor, in Grantor's discretion and in accordance with all applicable zoning laws (as maybe amended and subjected to variances), may amend and modify the Development Plan. By acceptance of a deed to any portion of the Property, each Owner of such Lot thereby acknowledges and agrees the Development Plan for the Property may be amended, modified or changed in Grantor's discretion, so long as the Development Plan is consistent with the zoning laws (as maybe amended and subjected to variances). Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property, Star River Ranch or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

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

9.28 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including, without limitation, any and all portions of the Property subject to regulation by the ACOE Restricted Areas. No Owner shall be permitted to fill, dig, dredge or otherwise interfere with any areas designated as Restricted Area.

ARTICLE 10
EASEMENTS – GENERAL AND SPECIFIC

10.1 Owners: Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area (except Pond Lots whose use is limited in Article IX.) which shall be appurtenant to and shall pass with the title to every Lot, subject to

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the Restrictions set forth in this Master Declaration, as supplemented and amended from time to time.

10.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area, to such Owner's tenants, employees, family, guests or invitees.

10.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

10.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment no greater than one foot in width as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of fences, Easements of encroachment shall be valid only so long as such fences as exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of fences; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a fence on any Lot is destroyed or rebuilt, the Owners of each Lot agree that the fence may be reconstructed pursuant to the easement granted by this Section.

10.5 Maintenance and Use Easement Between Walls and Property. Whenever a fence is constructed on a Lot pursuant to the Star River Ranch Design Review Committee's approval, , the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such fence or other structure provided the Owner conducting the maintenance or repair shall restore all landscaping to the condition that existed prior to the maintenance or repair,

10.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, and Common Areas resulting from the normal use of adjoining Lots, Common Areas or Restricted Area, and for necessary maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners..

10.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property or Star River Ranch. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property or Star River Ranch, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property or Star River Ranch until close of escrow for the sale of the last Lot in the Property or Star River Ranch, whichever occurs later.

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The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any Owner, Association, designated Person or the Grantor having an interest in the landscaping easement described in this Article 10, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Star River Ranch Design Review Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area or Restricted Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefore.

10.8 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

10.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

10.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

10.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of the Association which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Master Declaration for Limited Assessments.

10.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Lots designated as Common Areas, Maintenance Property or Restricted Area for the purpose of installing, maintaining, replacing and restoring exterior landscaping and natural vegetation and habitat and performing its duties pursuant to this Master Declaration. Such landscaping activities shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub

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trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities as the Association shall determine to be necessary from time to time. An easement is also hereby reserved to the Association, its contractors and agents, to enter all other portions of the Lots for the purposes set forth in this section in the event the Owner of any such Lot fails to maintain the landscaping on such Lot in accordance with the terms of this Master Declaration.

10.11 Maintenance Easement. An easement is hereby reserved to Grantor, which may be granted to the Association, and any member of their board or manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including without limitation the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot as required by the Project Documents.

10.12 Pathway Easement. A twenty foot wide easement is hereby reserved over the Pathway Easement shown on the Plat of the Phase 1 Property in favor of the Association for the maintenance, construction and repair of pathways. An easement is hereby reserved for all Owners of Lots and designees of Grantor for pedestrian and non-motorized vehicles (as may be regulated by the Associations) over the improved surface of the pathway, as the same may exists from time to time. The Grantor reserves the right to initially landscape the area within the Pathway Easement that is located between the street curb and the detached sidewalk. .

10.13 Sewer Easement. Lot 1, Block 3, Lots 15, 16, 17 and 29, Block 2 of the Plat of the Phase 1 Property are subject to a sewer easement in favor of Star Sewer and Water District. Star Sewer and Water District, in the exercise of its rights under such easement, may remove any Improvements installed by an Owner or Grantor on such Lots. The Association will be responsible for the repair or replacement of such Improvements but the cost and expense of such repair and replacement shall be assessed as a Limited Assessment against the Owners of those Lots having a right to use the Lot upon which the repairs were made.

10.14 Drainage Easement. Lot 2, Block 3 of the Plat showing Star River Ranch Subdivision No. 1 is subject to a drainage easement for the benefit of the Association.

10.15 Blanket Easements. Lot 1, Block 1; Lot 1, Block 2; and Lot 1, Block 3 of the Plat showing Star River Ranch Subdivision No. 1 are subject to a blanket irrigation, public utility and drainage easement.

10.16 Grantor's Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

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10.17 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Master Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 10, even though no specific reference to such easements or to this Article 10 appears in the instrument for such conveyance.

10.18 Shared System and Waterway Easements. Grantor hereby reserves an easement to maintain repair and replace the Shared System (as well as reasonable expansions required under the Shared Pressurized Irrigation Sytem Agreement or any Supplemental Shared Pressurized Irrigation Sytem Agreement), and Waterways and related pipes, pumps and other equipment over, across, under and through all Lots, Common Areas, Maintenance Areas and Restricted Areas to the extent reasonably required to maintain any Waterways, Pond Lots or the Restricted Area system installed on the Property, or pursuant to plans and specifications approved by the Star River Ranch Design Review Committee. The Association shall have the obligation to maintain all Waterways not otherwise maintained by a governmental or quasi-governmental authority. In addition, the Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any such system which it determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building. Under no circumstances whatsoever shall the Restricted Area or Waterways, other than the Pond Lots, be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming, except as otherwise specifically provided in this Master Declaration.

10.19 Reservation for Expansion. Grantor hereby reserves to itself and for the Owners a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and rights-of-way must be approved and may be documented by Grantor by recorded instruments.

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

ARTICLE 11
INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed

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representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of the Association shall prescribe. No Member or any other Person, excluding Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

11.2 Rules Regarding Inspection of Books and Records. The Board of the Association shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 11.

11.3 Director's Rights of Inspection. Every director of the Board of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 12 MISCELLANEOUS

12.1 Annexation of Other Properties.

12.1.1 Right of Grantor to Annex Other Properties. Grantor may, in their discretion, at any time and from time to time and without having to obtain the consent, approval or signature of any Person or Association (other than the title holder of such additional real property), elect to bring additional real property in Phases (whether or not owned by it and whether or not adjacent to the property described on Exhibit A) within the jurisdiction of this Master Declaration (the "Annexed Property"). Grantor is not obligated in any manner by this Master Declaration to annex any property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property to be included within the jurisdiction of this Master Declaration without the prior express written consent and approval of Grantor

12.1.2 Supplemental Declaration. The additions authorized by the provisions of this Article shall be made by recording in the Canyon County Recorder's office a Supplemental Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Master Declaration to the property to be so annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Grantor. In addition, each Supplemental Declaration may may modify, alter, limit or supplement, the rights and obligations applicable to any any Lots within the Annexed Propery. Upon recording any Supplemental Declaration, the provisions of this Master Declaration (except as modified, altered, limited or supplemented in the Supplemental Declaration) shall apply to such Annexed Property as if such Annexed Property had been part of the Property upon the effective date of this Master Declaration.

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12.2 Removal of Properties; Right of Grantor to Remove Properties. Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or Association, elect to remove any portion of the property described on Exhibit A and owned by Grantor from the potential jurisdiction of this Master Declaration (hereinafter "De-Annexed Property"); provided however, that the removal of any De-Annexed Property must be consistent with the general purposes and intent of the Project Documents. Such property shall be considered De-Annexed Property upon a notice duly recorded in the real property records of Canyon County, Idaho, stating that such De-Annexed Property has been removed from the jurisdiction or potential jurisdiction of this Master Declaration.

12.3 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Master Declaration shall run until December 31, 2075, unless amended as herein provided. After December 31, 2075, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Canyon County Recorder's Office.

12.4 Amendment.

12.4.1 By Owners. Except as provided in Sections 12.4.1 and 12.4.3, after the recordation of the first deed to a Lot to a Class A Member, any amendment to any provision of this Master Declaration, other than to this Article 12, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than fifty one percent (51%) of the total voting power in the Association as cast by the Members, except where a greater percentage is required by express provision in this Master Declaration, and such amendment shall be effective upon its recordation with the Canyon County Recorder's Office. Any amendment to this Article 12 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.4.2 Effect of Amendment. Any amendment of this Master Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.5 Mortgage Protection. Notwithstanding any other provision of this Master Declaration, no amendment of this Master Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first Mortgage upon a Lot made in good faith and for

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value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first Mortgage, such Lot shall remain subject to this Master Declaration, as amended.

12.6 Notices. Any notices permitted or required to be delivered as provided in this Master Declaration shall be in writing and may be delivered either personally, by fax, by email or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Canyon County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.7 Enforcement and Non-Waiver.

12.7.1 Right of Enforcement. Except as otherwise provided herein, any Owner, Association or Grantor shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

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

12.7.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Master Declaration and subject to any or all of the enforcement procedures set forth in this Master Declaration and any or all enforcement procedures in law and equity.

12.7.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.7.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.8 Use of Trademark. Each Owner by acceptance of a deed for such Owner's Lot shall be deemed to acknowledge that "Star River Ranch" is a service mark of Grantor or its licensees, and to covenant that such Owner shall not use the name "Star River Ranch" without the prior written permission of Grantor or its licensees.

12.9 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho.

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12.9.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Master Declaration.

12.9.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.9.1, each of the provisions of this Master 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.

12.9.3 Singular Includes Plural. 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.

12.9.4 Captions. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

12.10 Successors and Assigns. All references herein to Grantor, Owners, Members, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

12.11 Owners' Acknowledgments. The following acknowledgments identify additional information currently known by Grantor about Star River Ranch that each Owner should consider when purchasing a Lot in the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.11.1 Pressurized Irrigation System. Each Owner understands that non-potable water supplied to the Property, including irrigation of the Common Area and Lots, will be supplied by a Shared System governed by the Shared Pressurized Irrigation System Agreement. The Association may further promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations. In addition, each Owner acknowledges and agrees that it is the obligation of each such Owner to determine the amount of water needed to irrigate each such Owner's Lot, and to ensure that the grading and drainage pattern established on such Lot is adequate to drain irrigation water away from the residential dwelling Improvements located on such Lot. Each Owner further acknowledges that irrigation water may not be available at all times during the irrigation season and that the availability of irrigation water is subject to annual snowfall therfore, there is no guarantee expressed or implied as to the adequacy of irrigation water supply.

Water from the pressure irrigation system is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants. Surface water can also contain agricultural chemicals that can be hazardous to health. Drinking the water from the pressure irrigation system will likely result in sickness, and in some cases, death or permanent disability.

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It is each Owner's responsibility to ensure that all irrigation water faucets and risers are adequately marked and/or identified for each such Owner's safety. It is also each Owner's responsibility to ensure that no cross-connections between the pressure irrigation system and the potable water system are made or were made by previous Owners.

12.11.2 Irrigation System Assessments. Each Owner agrees to pay when due all Assessments levied by the Association for maintenance, repair and replacement of the Shared System pursuant to the Shared Pressurized Irrigation Systems Agreement and any and all Assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules;

12.11.3 No Water Rights Transferred with Lot. Owner acknowledges that the Grantor has reserved unto itself any and all water rights appurtenant to the Property and, accordingly, Owners have no right, title or interest in any of such water or water rights. The Grantor shall transfer to the Association sufficient water rights limited to the water rights owned by Grantor to enable the Association to operate the Irrigation System as set forth in Section 9.16;

12.11.4 Phased Development. Owner acknowledges that the development of the Property may be phased over time and construction activities will be present on the Property throughout the development process. Owner recognizes that the development of the Property and creation of phases may change from time to time in Grantor's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property, any contiguous property owned or being developed by Grantor, or any additional property annexed to the Property and that this acknowledgment and agreement is a material consideration to Grantor;

12.11.5 Restricted Areas and ACOE. Certain areas within the Restricted Area are subject to regulation of the ACOE as Wetlands. No Owner shall be permitted to fill, dig, dredge or otherwise interfere with any such Wetlands area. Owner further acknowledges that any use of such Wetlands areas is subject to the restrictions set forth in Article IX..

12.11.6 Flood Plain. Each Owner acknowledges and understands that certain portions of Lots within the Property fall within the one hundred (100) year flood plain. Grantor anticipates that through filling, grading and construction, the affected Lots have been, or will be, partially or fully removed from the flood plain as such flood plain is currently delineated by existing laws, rules, regulations or ordinances. Each Owner further acknowledges that changes to the riverbed and banks of the river as a result of development along the river may result in a change of designation as to whether the Property or portions thereof fall within the flood plain. Each Owner purchasing a Lot within the Property should conduct such independent investigations and inquiries as such Owner deems appropriate to be aware of any and all issues associated with building in or near a flood plain area, including without limitation the necessity of purchasing flood insurance at the time of purchase or sometime in the future;

12.11.7 Wildlife. Each Owner acknowledges and understands that the Property may contain wildlife habitats and there is a likelihood that wildlife will be found within the

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Property and on the Lots from time to time. Each Owner is responsible for any landscaping planted on such Owner's Lot and neither Grantor nor the Association shall be obligated to replace any landscaping damaged by wildlife. Each Owner may obtain a list of plants that can provide cover and forage for wildlife and also those that wildlife will not eat from the Idaho Department of Fish and Game.

12.11.8 Due Diligence; Acceptance of Lots "As Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about Star River Ranch or any Lot within the Property. Each prospective Owner must conduct a full and complete due diligence of Star River Ranch and any Lot therein to such prospective Owner's satisfaction. Unless specifically set forth in a written agreement signed by Owner and Grantor, Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes the Lot(s) "As Is, Where Is."

12.11.9 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental or municipal organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Project.

[end of text]

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IN WITNESS WHEREOF, the undersigned has duly executed this Master Declaration this 3rd day of April 2019.

GRANTOR: DAS Investments, LLC, an Idaho limited liability company

By: _____
Timothy W. Eck, Manager

State of Idaho)
) ss.
County of)

On this 3rd day of April, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the manager of DAS Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission expires 12-30-2022

ADRIENNE BLACKSTOCK NOTARY PUBLIC MY COMMISSION EXPIRES 12-30-2022 STATE OF IDAHO COMMISSION NUMBER 69108

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of TitleOne

Endurance Holdings LLC:

Date: April 4, 2019

By: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of ~~March~~ April, 2019, before me, Adair Koltes, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the manager or a member of Endurance Holdings LLC, 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.

ADAIR KOLTES
NOTARY PUBLIC
MY COMMISSION
EXPIRES 6-5-2022
STATE OF IDAHO
COMMISSION NUMBER 30052

_____
Notary Public for Idaho
Residing at Nampa, ID
My commission expires 6-05-22

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of TitleOne

Heartland Homes L.L.C.:

Date: 4/5/19

By: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of ~~March~~ April, 2019, before me, David LaBrie, a Notary Public in and for said State, personally appeared John A Lands Sr, known or identified to me to be the manager or a member of Heartland Homes L.L.C., 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.

DAVID LABRIE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-6-2019
STATE OF IDAHO
COMMISSION NUMBER 50738

_____
Notary Public for Idaho
Residing at Boise ID
My commission expires 9/6/2019

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Heartland Townhomes Property Management, LLC:

Date: 4/5/19

By: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of ~~March~~ April, 2019, before me, David LaBrie, a Notary Public in and for said State, personally appeared John A Landy Sr, known or identified to me to be the manager or a member of Heartland Townhomes Property Management, LLC, 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.

DAVID LABRIE NOTARY PUBLIC MY COMMISSION EXPIRES 9-6-2019 STATE OF IDAHO COMMISSION NUMBER 50738

_____
Notary Public for Idaho
Residing at Boise ID
My commission expires 9/6/2019

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of TitleOne

EXHIBIT A

Plat for Star River Ranch

PLAT SHOWING

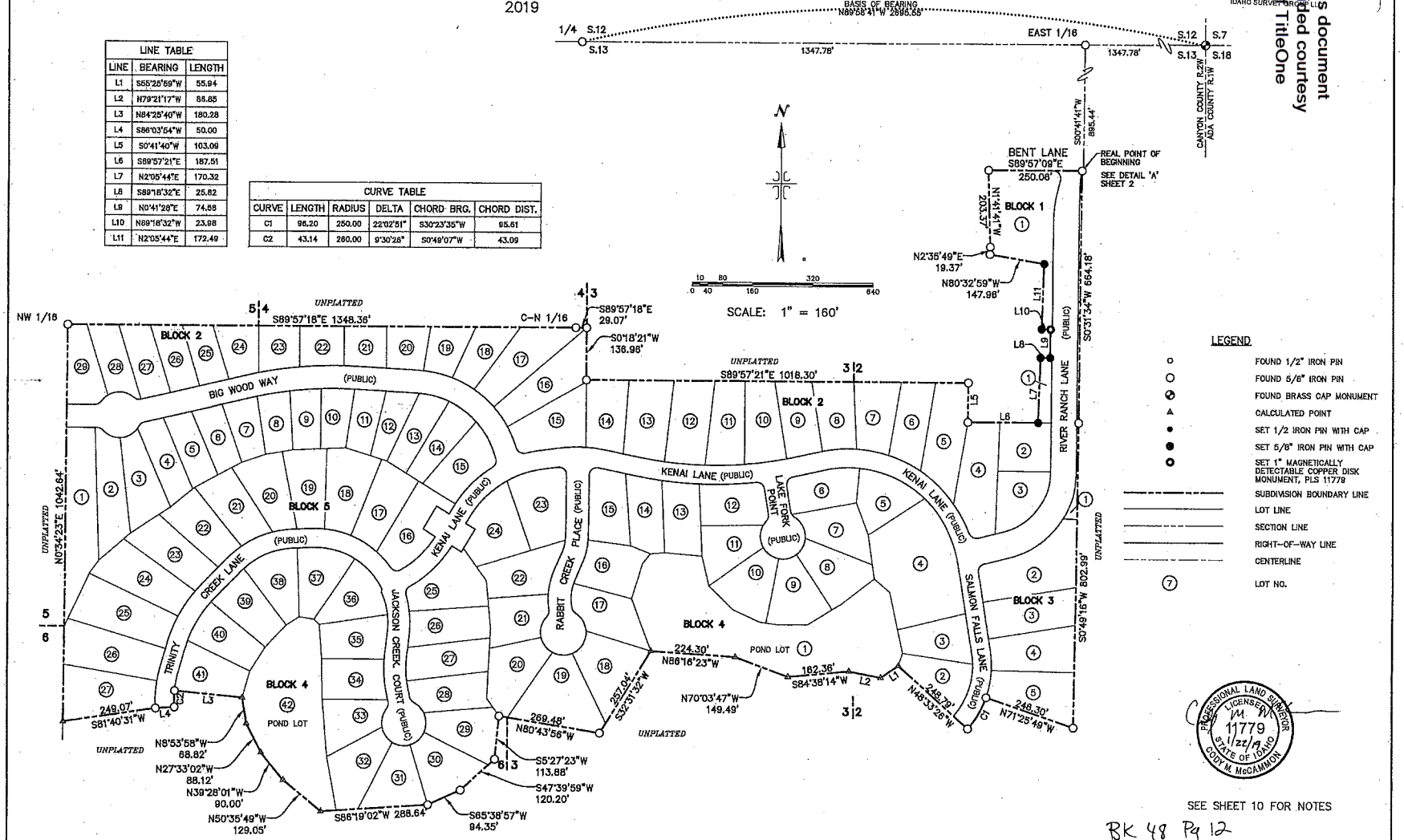
STAR RIVER RANCH SUBDIVISION NO. 1

AN AMENDED AND RESTATED PLAT OF RIVER RANCH SUBDIVISION'S NO. 1 AND 2 WHICH SHALL BE NO FURTHER FORCE OR EFFECT AND A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 13, SITUATED IN THE NORTH 1/2 OF SECTION 13, T.4N., R.2W., B.M.
CITY OF STAR, CANYON COUNTY, IDAHO
2019

2019-000193
RECORDED
02/1[illegible] 43 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=14 HCRETAL $11.00
PLAT
IDAHO SURVEY GROUP
Provided courtesy of this document TitleOne

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°25'59"W	55.94
L2	N79°21'17"W	86.85
L3	N84°25'40"W	180.28
L4	S86°03'54"W	50.00
L5	S0°41'40"W	103.09
L6	S89°57'21"E	187.51
L7	N2°05'44"E	170.32
L8	S89°18'32"E	25.82
L9	N0°41'28"E	74.88
L10	N89°18'32"W	23.98
L11	N2°05'44"E	172.49

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	96.20	250.00	22°02'51"	S30°23'35"W	95.61
C2	43.14	280.00	9°30'28"	S0°49'07"W	43.09



LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- CALCULATED POINT
- SET 1/2 IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- (7) LOT NO.

PROFESSIONAL LAND SURVEYOR LICENSE NO. 11779 STATE OF IDAHO CODY M. McCAMMON 1/22/19

SEE SHEET 10 FOR NOTES

BK 48 Pg 12

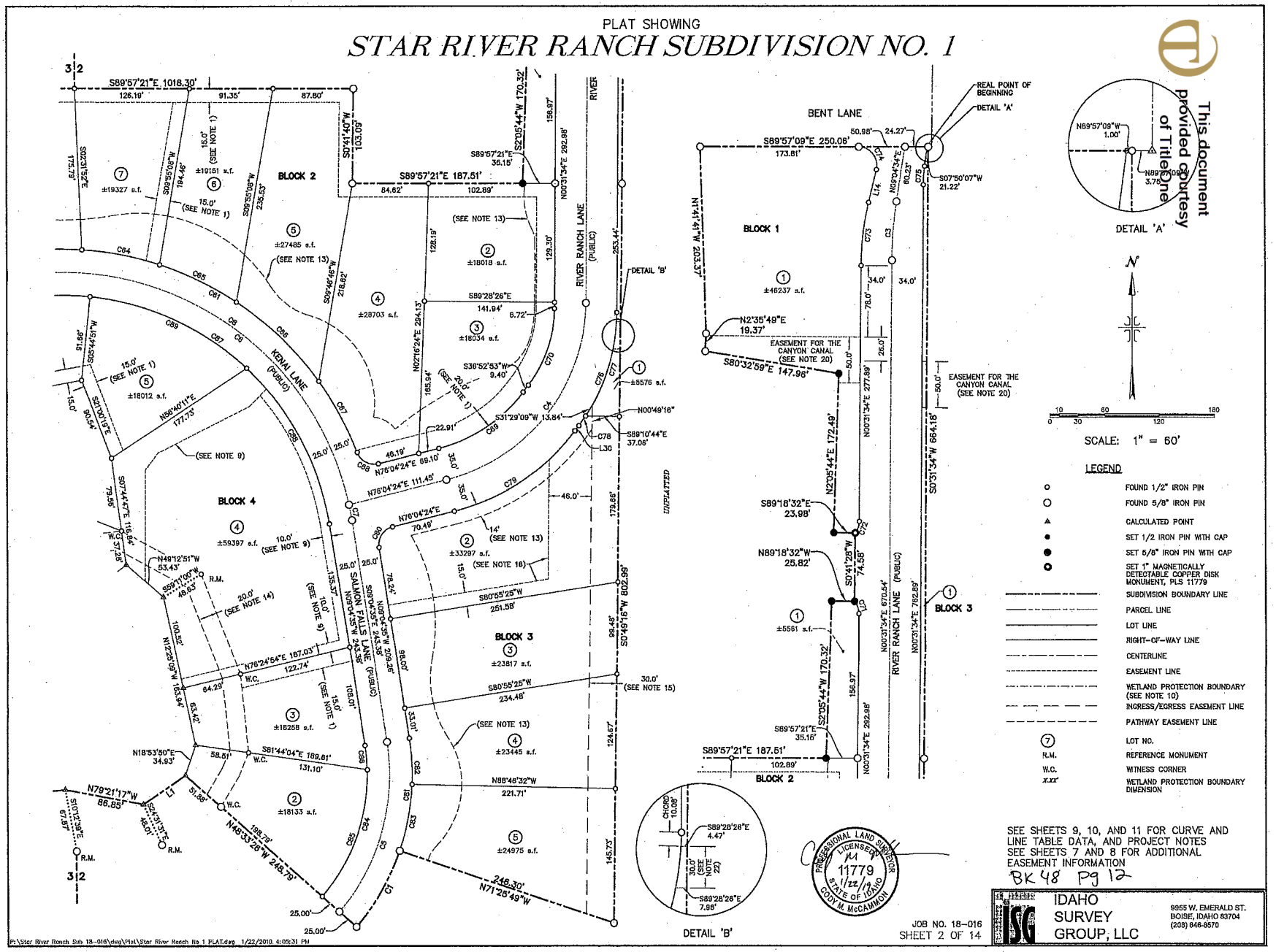
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 1 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1



SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

BK 48 PG 12

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/10 STATE OF IDAHO CODY M. McCAMMON

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-9570

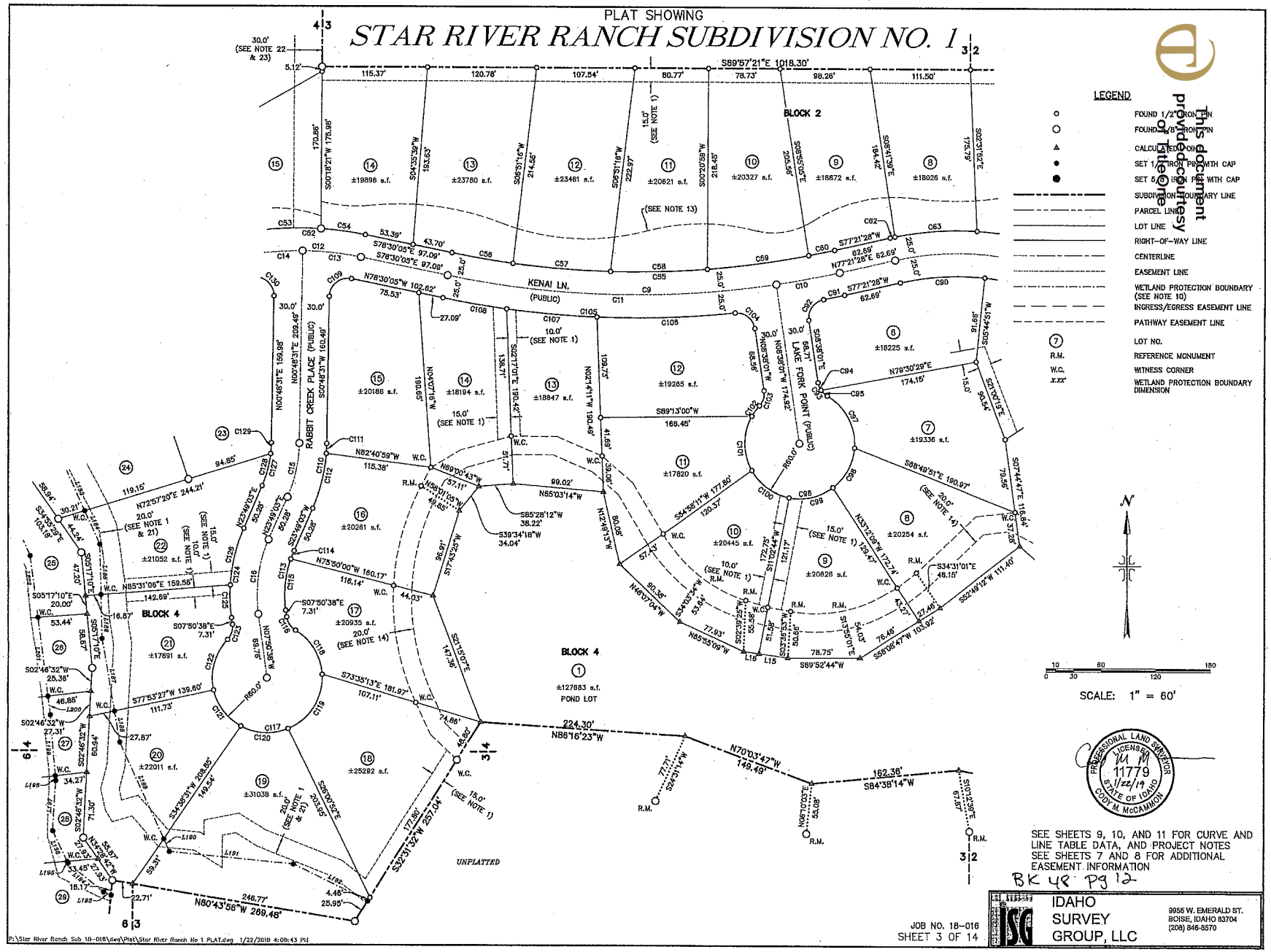
JOB NO. 18-016
SHEET 2 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1



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LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- CALCULATED POINT
- SET 1/2" IRON PIN WITH CAP
- SET 5/8" IRON PIN WITH CAP
- SUBDIVISION BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- WETLAND PROTECTION BOUNDARY (SEE NOTE 10)
- INGRESS/EGRESS EASEMENT LINE
- PATHWAY EASEMENT LINE
- (7) LOT NO.
- R.M. REFERENCE MONUMENT
- W.C. WITNESS CORNER
- x.xx' WETLAND PROTECTION BOUNDARY DIMENSION

N

10 0 60 30 180 120

SCALE: 1" = 60'

PROFESSIONAL LAND SURVEYOR LICENSE 11779 STATE OF IDAHO CODY M. McCAMMON 1/22/19

SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

BK 48 PG 12

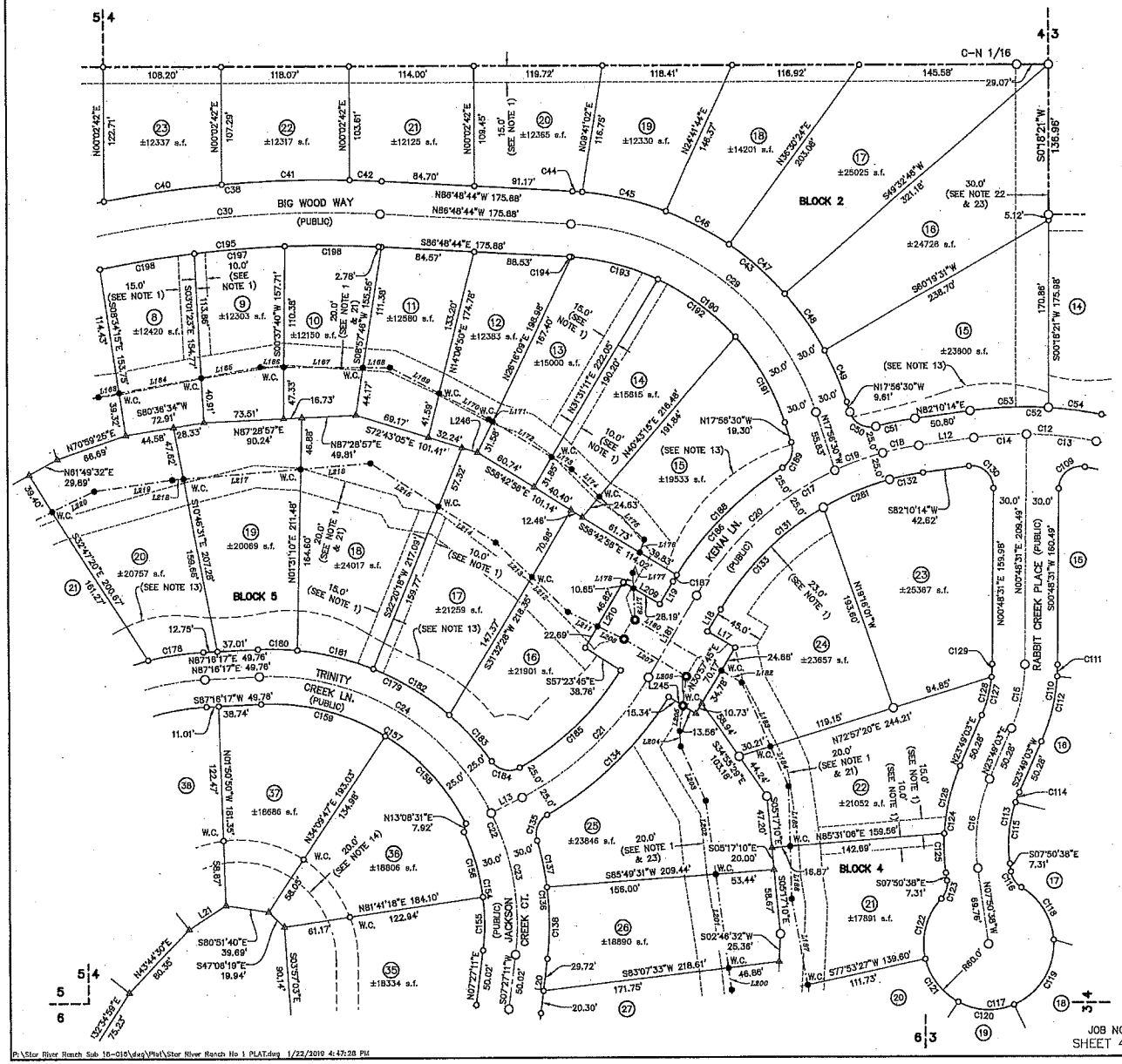
ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 3 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1



SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

PROFESSIONAL LAND SURVEYOR LICENSED 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

BK 48 Pg 12

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

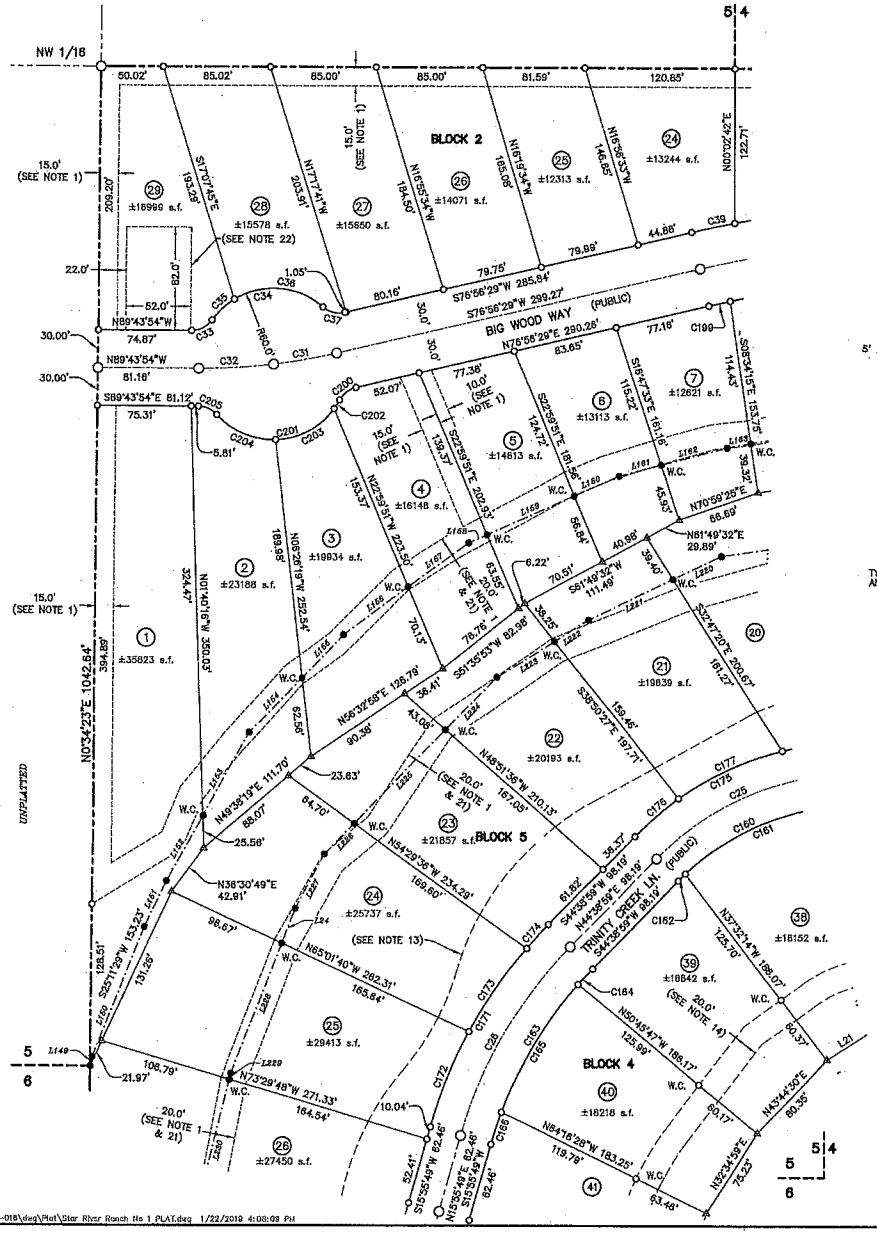
JOB NO. 18-016
SHEET 4 OF 14

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PLAT SHOWING

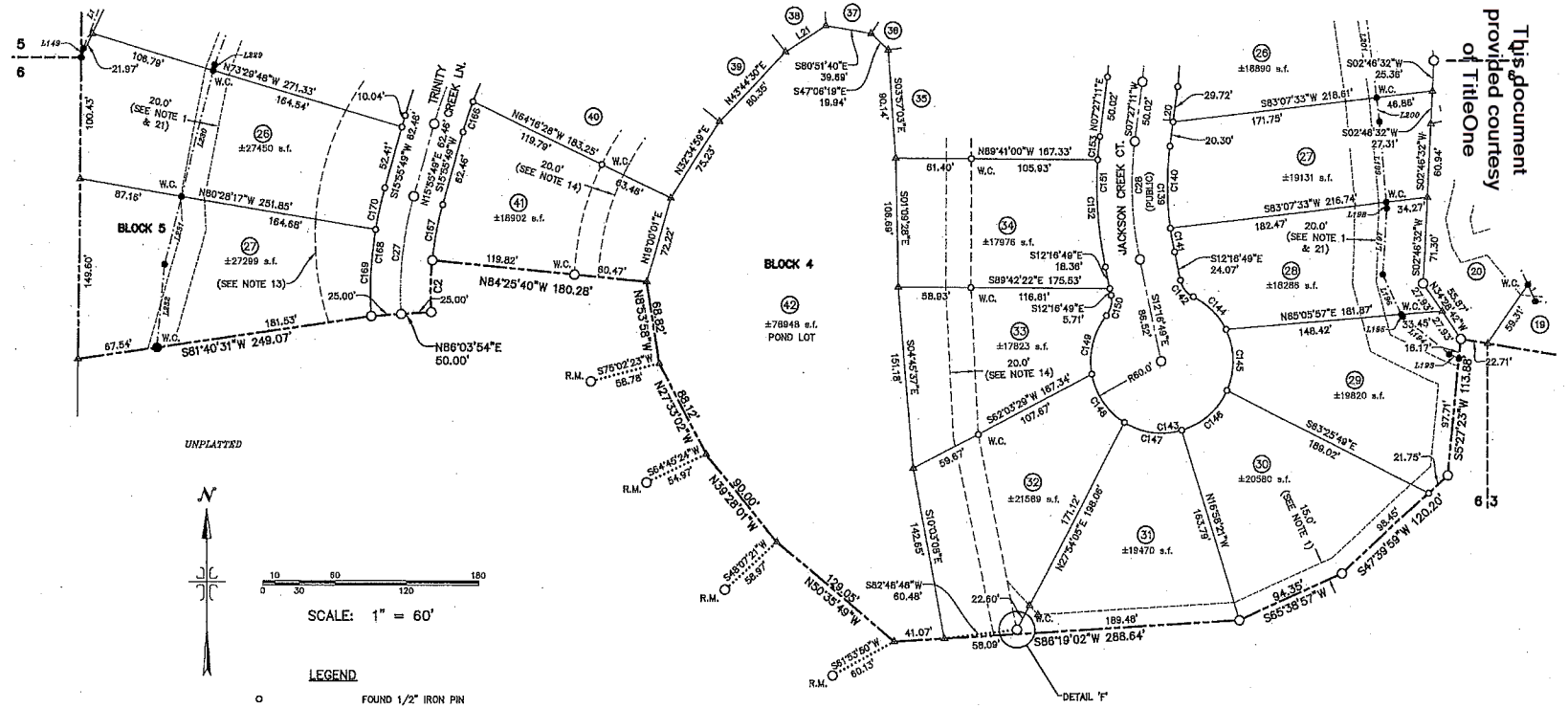
STAR RIVER RANCH SUBDIVISION NO. 1


NW 1/16
BLOCK 2
BLOCK 4
BLOCK 5
BIG WOOD WAY (PUBLIC)
TRINITY CREEK LN. (PUBLIC)
S76°56'29"W 299.27'
N76°56'29"E 280.26'
N0°34'23"E 1042.64'
N89°43'54"W
S89°43'54"E 81.12'
N73°29'48"W 271.33'
N36°30'49"E 42.91'
N65°01'40"W 282.31'
N54°29'38"W 234.29'
N49°51'39"W 210.13'
S51°35'53"W 82.98'
N56°32'58"E 128.78'
N49°38'19"E 111.70'
S25°17'29"W 153.25'
S38°30'27"E 197.71'
S24°47'20"E 209.67'
N0°02'42"E
S58°54'15"E 153.75'
N70°59'25"E
N81°49'32"E 29.89'
S51°49'32"W 111.49'
N43°44'30"E
N32°34'59"E
N84°16'28"W 183.25'
S15°35'49"E
N15°35'49"W
N37°30'14"W 198.07'
N50°45'47"W 198.17'
N44°38'59"W 98.19'
S44°38'59"E 98.19'
N0°34'23"E 1042.64'
394.89'
324.47'
N0°34'10"W 250.03'
N6°26'19"W 252.54'
N22°39'51"W 223.50'
S22°39'51"E 200.54'
S8°47'33"E 161.16'
S0°59'31"E 181.15'
N76°56'29"E 83.65'
S76°56'29"W 285.84'
N16°18'34"W 185.08'
N15°55'34"W 184.50'
N17°17'41"W 203.91'
S17°17'45"E 193.28'
N15°56'33"W 146.85'
N0°02'42"E 122.77'
209.20'
82.0'
52.0'
74.87'
81.16'
75.31'
394.89'
324.47'
153.37'
139.37'
124.72'
115.22'
114.43'
90.39'
88.07'
86.19'
98.67'
131.26'
128.51'
106.79'
21.97'
184.54'
165.64'
169.60'
125.70'
125.99'
119.79'
63.48'
78.25'
80.35'
80.37'
60.17'
90.38'
70.13'
78.76'
70.51'
66.69'
56.84'
45.95'
40.96'
39.40'
38.25'
36.41'
36.37'
25.56'
23.63'
10.04'
6.22'
5.81'
1.05'
(SEE NOTE 1)
(SEE NOTE 13)
(SEE NOTE 14)
(SEE NOTE 22)
(SEE NOTE 10 & 21)
(SEE NOTE 10)
(PUBLIC)
R60.0'
R20.0'
R25.0'
R30.0'
R15.0'
R10.0'
R50.0'
R40.0'
R35.0'
R45.0'
R55.0'
R65.0'
R70.0'
R75.0'
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R205.0'
R210.0'
R215.0'
R220.0'
R225.0'
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R240.0'
R245.0'
R250.0'
R255.0'
R260.0'

PLAT SHOWING

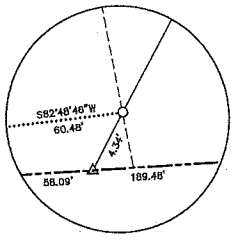
STAR RIVER RANCH SUBDIVISION NO. 1

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LEGEND

o	FOUND 1/2" IRON PIN
O	FOUND 5/8" IRON PIN
△	CALCULATED POINT
●	SET 1/2 IRON PIN WITH CAP
●	SET 5/8" IRON PIN WITH CAP
———	SUBDIVISION BOUNDARY LINE
———	PARCEL LINE
———	LOT LINE
———	RIGHT-OF-WAY LINE
——— · ———	CENTERLINE
- - - - -	EASEMENT LINE
——— · · ———	WETLAND PROTECTION BOUNDARY (SEE NOTE 10)
— — — — —	INGRESS/EGRESS EASEMENT LINE
- - - - - -	PATHWAY EASEMENT LINE
(7)	LOT NO.
R.M.	REFERENCE MONUMENT
W.C.	WITNESS CORNER
x.xx'	WETLANDS PROTECTION BOUNDARY DIMENSION



DETAIL 'F'



SEE SHEETS 9, 10, AND 11 FOR CURVE AND LINE TABLE DATA, AND PROJECT NOTES
SEE SHEETS 7 AND 8 FOR ADDITIONAL EASEMENT INFORMATION

Bk 48 Pg 12

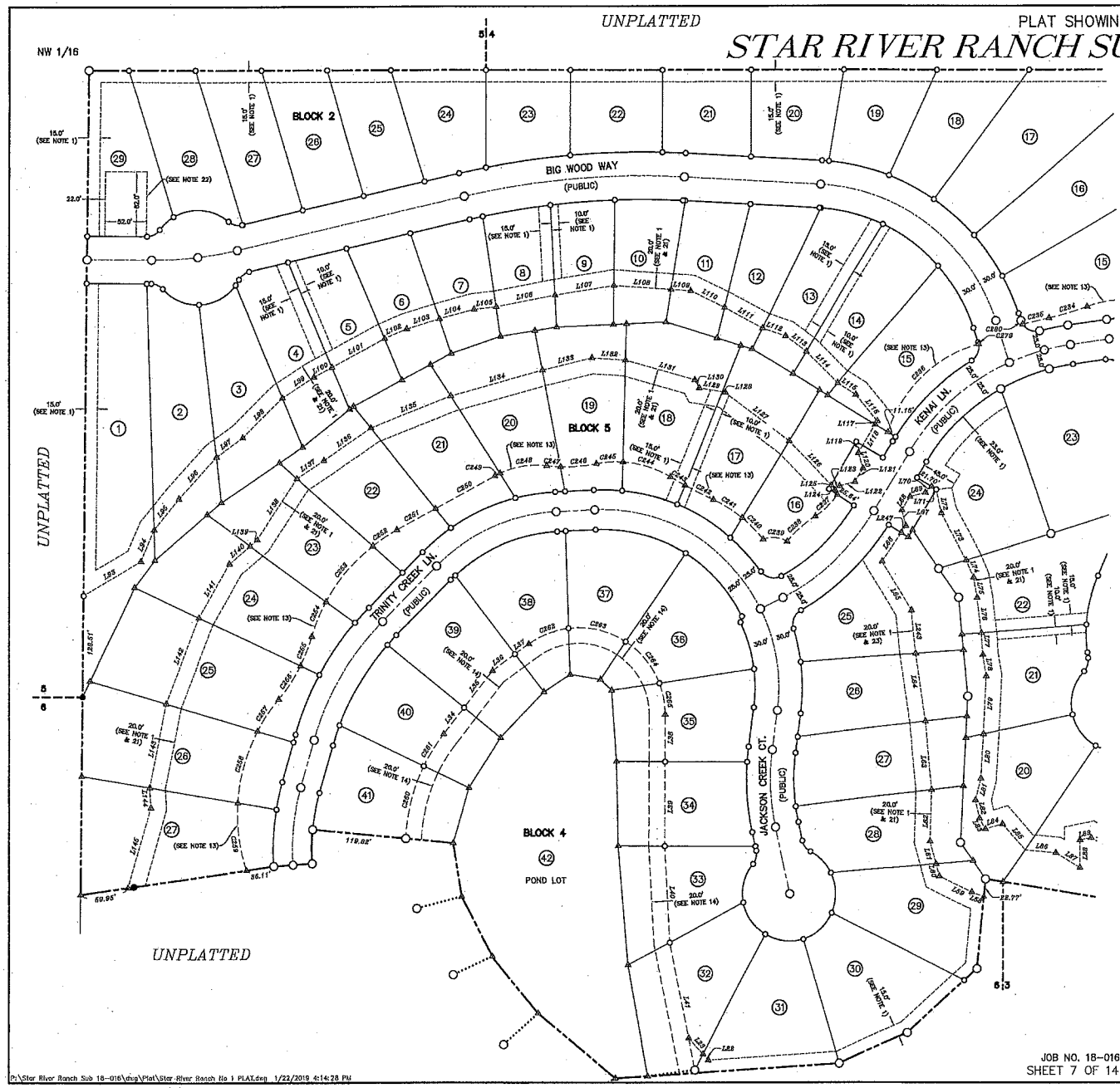
IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 6 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1



PUBLIC UTILITY, DRAINAGE, LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENTS

N

0 10 20 40 80 160 320

SCALE: 1" = 80'

LEGEND

○	FOUND 1/2" IRON PIN
○	FOUND 5/8" IRON PIN
△	CALCULATED POINT
●	SET 1/2 IRON PIN WITH CAP
●	SET 5/8" IRON PIN WITH CAP
	SUBDIVISION BOUNDARY LINE
	PARCEL LINE
	LOT LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	EASEMENT LINE
	WETLAND PROTECTION BOUNDARY (SEE NOTE 10)
	INGRESS/EGRESS EASEMENT LINE
	PATHWAY EASEMENT LINE
(7)	LOT NO.
R.M.	REFERENCE MONUMENT
W.C.	WITNESS CORNER
x.xx'	EASEMENT DIMENSION

PROFESSIONAL LAND SURVEYOR LICENSE NO. 11779 1/22/19 STATE OF IDAHO CODY M. McCAMMON

SEE SHEET 8 FOR NOTES
SEE SHEET 11 FOR LINE AND CURVE DATA TABLE

BK 48 Pg 12

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BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 7 OF 14

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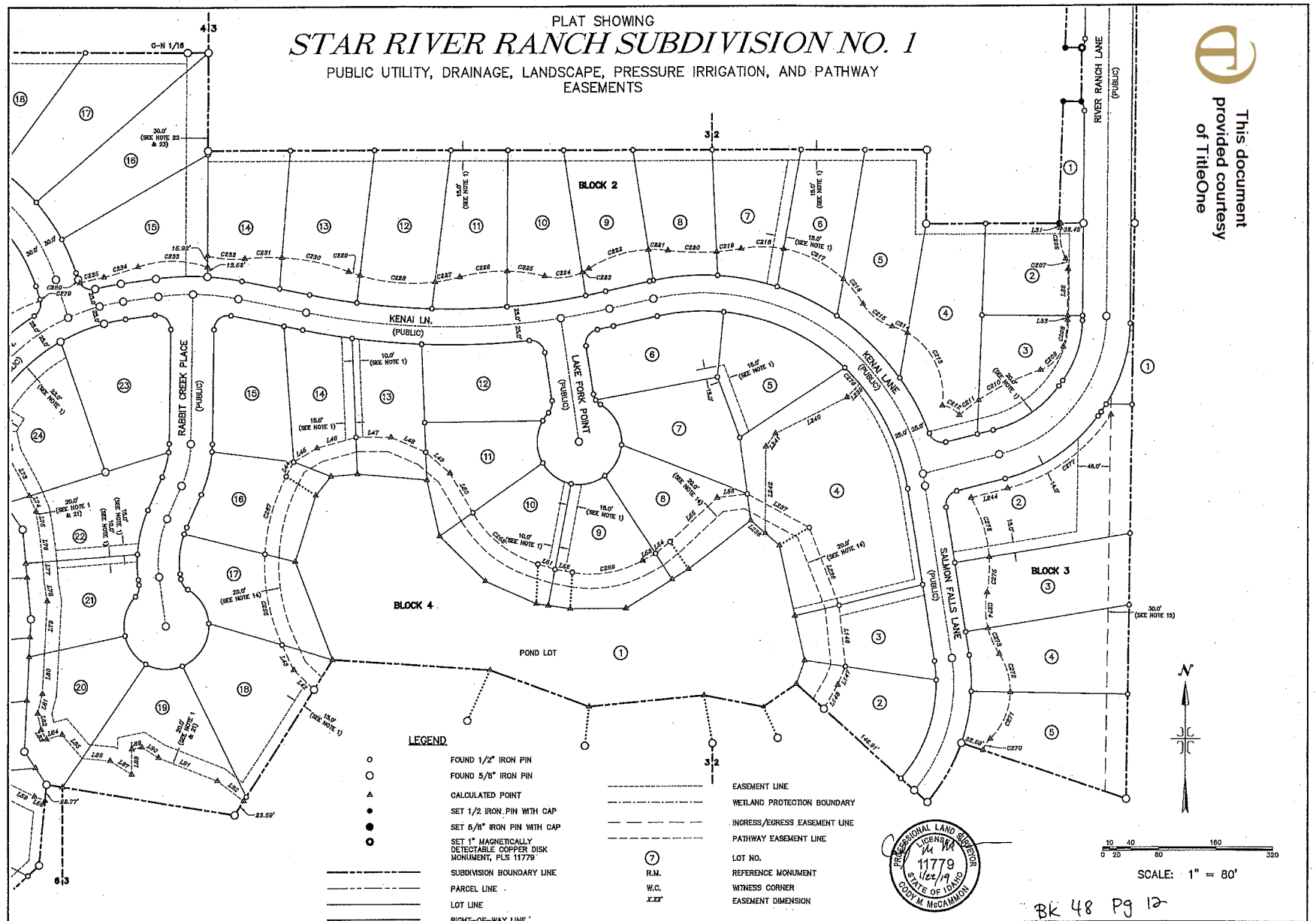
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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

PUBLIC UTILITY, DRAINAGE, LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENTS



BK 48 PG 12

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

JOB NO. 18-016
SHEET 8 OF 14

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

BOUNDARY AND LOT CURVE TABLE DATA

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C1	98.20	250.00	22°02'51"	S30°23'35"W	95.81
C2	43.14	280.00	8°30'26"	S0°49'07"W	43.09
C3	64.17	430.00	8°33'00"	S4°46'04"W	64.11
C4	263.71	200.00	75°32'50"	N38°17'59"E	245.02
C5	198.28	225.00	50°29'26"	N16°10'08"E	191.92
C6	522.57	320.00	93°33'57"	N55°51'34"W	466.41
C7	17.22	320.00	3°05'02"	N10°37'08"W	17.22
C8	505.35	320.00	90°28'55"	N57°24'05"W	454.45
C9	433.98	1030.00	24°08'27"	N89°25'41"E	430.77
C10	70.42	1030.00	3°55'03"	N79°19'00"E	70.41
C11	383.55	1030.00	20°13'24"	S86°36'47"E	381.67
C12	113.01	335.00	19°19'40"	N88°09'55"W	112.47
C13	64.14	335.00	10°58'14"	N83°59'12"W	64.05
C14	48.88	335.00	8°21'28"	S86°20'56"W	48.82
C15	60.24	150.00	23°00'33"	N12°18'47"E	59.83
C16	82.89	150.00	31°39'42"	S7°59'12"W	81.84
C17	254.72	285.00	51°12'29"	S56°34'00"W	246.33
C18	34.28	285.00	6°53'29"	S78°43'30"W	34.26
C19	47.54	285.00	9°33'30"	S70°30'01"W	47.49
C20	172.90	285.00	34°45'31"	S48°20'31"W	170.26
C21	162.65	285.00	32°41'54"	N47°18'42"E	160.45
C22	393.41	225.00	100°10'54"	N42°38'16"W	345.18
C23	132.70	225.00	33°47'32"	N9°28'35"W	130.79
C24	260.71	225.00	66°23'22"	N59°32'01"W	246.37
C25	171.09	230.00	42°37'18"	S65°57'38"W	167.18
C26	175.44	350.00	28°43'10"	S30°17'24"W	173.61
C27	98.81	285.00	19°51'55"	S5°59'52"W	98.32
C28	98.16	285.00	19°44'01"	S22°44'49"E	97.67
C29	300.50	250.00	68°52'14"	N52°22'37"W	282.74
C30	283.55	1000.00	16°14'47"	S85°03'53"W	282.60
C31	51.23	475.00	6°10'45"	N80°01'52"E	51.20
C32	59.26	475.00	7°08'51"	N86°41'40"E	59.22
C33	19.07	20.00	54°37'47"	N62°57'12"E	18.36
C34	99.80	60.00	95°08'36"	S83°11'37"W	88.55
C35	24.41	60.00	23°18'41"	S47°17'40"W	24.24
C36	76.19	60.00	71°47'55"	N85°09'02"W	70.38
C37	18.78	20.00	53°48'26"	S78°09'18"E	18.10
C38	292.08	1030.00	16°14'47"	S85°03'53"W	291.08
C39	35.08	1030.00	1°57'04"	S77°55'01"W	35.08
C40	109.35	1030.00	6°04'58"	S81°56'02"W	109.30
C41	118.19	1030.00	6°34'28"	S88°15'45"W	118.12
C42	29.45	1030.00	1°38'17"	N87°37'52"W	29.45
C43	338.56	280.00	69°52'14"	N52°22'37"W	318.67
C44	9.16	280.00	1°52'26"	N85°52'31"W	9.16
C45	79.23	280.00	16°12'48"	N76°49'54"W	78.97
C46	64.94	280.00	13°17'22"	N62°04'49"W	64.80
C47	88.46	280.00	14°00'29"	N48°25'54"W	88.09
C48	63.39	280.00	12°58'15"	N34°56'32"W	63.25
C49	51.39	280.00	10°30'55"	N23°11'57"W	51.32
C50	30.29	20.00	86°46'45"	S61°19'52"E	27.48
C51	37.29	310.00	6°53'29"	S78°43'30"W	37.26
C52	121.44	360.00	19°19'40"	N88°09'55"W	120.87
C53	72.49	360.00	11°32'15"	S87°56'22"W	72.37
C54	48.95	360.00	7°47'25"	N82°23'48"W	48.91

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C55	423.44	1005.00	24°08'27"	N89°25'41"E	420.32
C56	68.82	1005.00	3°55'25"	S80°27'48"E	68.81
C57	106.92	1005.00	6°05'44"	S85°28'22"E	106.87
C58	106.13	1005.00	6°03'02"	N88°27'15"E	106.08
C59	113.03	1005.00	6°26'38"	N82°12'23"E	112.97
C60	28.54	1005.00	1°37'38"	N78°10'17"E	28.54
C61	491.42	345.00	81°36'44"	N61°50'10"W	450.92
C62	5.29	345.00	0°52'41"	S77°47'49"W	5.29
C63	91.90	345.00	15°15'43"	S85°52'00"W	91.63
C64	88.66	345.00	14°43'33"	N79°18'21"W	88.44
C65	93.80	345.00	15°34'43"	N64°19'13"W	93.52
C66	125.57	345.00	20°51'16"	N48°06'14"W	124.88
C67	88.19	345.00	14°38'46"	N28°21'12"W	87.95
C68	28.94	20.00	82°53'47"	S62°28'42"E	26.48
C69	112.86	165.00	39°11'31"	N56°28'39"E	110.68
C70	89.78	141.50	36°21'19"	N18°42'14"E	88.29
C71	14.02	20.00	40°10'14"	N19°18'07"W	13.74
C72	13.52	20.00	38°44'12"	N20°08'08"E	13.27
C73	69.27	300.00	13°13'44"	S7°06'28"W	69.11
C74	36.20	20.00	103°42'27"	N38°05'55"W	31.46
C75	20.41	160.00	7°18'33"	S4°10'51"W	20.40
C76	132.30	208.50	36°21'19"	N18°42'14"E	130.09
C77	119.59	208.50	32°51'43"	N16°57'26"E	117.95
C78	12.71	208.50	3°29'36"	N35°08'05"E	12.71
C79	160.75	235.00	39°11'31"	N56°28'39"E	157.63
C80	29.72	20.00	85°08'59"	S33°29'55"W	27.06
C81	124.12	250.00	28°26'44"	N5°08'47"E	122.85
C82	50.50	250.00	11°34'29"	N3°17'21"W	50.42
C83	73.61	250.00	16°52'16"	N10°56'01"E	73.35
C84	178.23	200.00	50°29'13"	N16°10'01"E	170.59
C85	149.63	200.00	42°51'55"	N19°58'40"E	146.15
C86	25.60	200.00	7°37'18"	N5°15'58"W	25.59
C87	481.74	295.00	93°33'57"	N55°51'34"W	429.97
C88	184.78	295.00	37°49'53"	N27°59'31"W	181.28
C89	192.08	295.00	37°18'09"	N65°33'32"W	188.69
C90	94.90	295.00	18°25'56"	S86°34'26"W	94.49
C91	23.11	1055.00	1°15'19"	N77°59'08"E	23.11
C92	30.45	20.00	87°14'48"	S34°59'23"W	27.60
C93	17.91	20.00	51°19'04"	S34°17'33"E	17.32
C94	8.87	20.00	25°24'08"	S21°20'03"E	8.79
C95	9.05	20.00	25°54'58"	S46°59'38"E	8.97
C96	295.88	60.00	282°38'08"	N81°21'59"E	75.00
C97	67.42	60.00	64°22'54"	N27°45'38"W	63.93
C98	50.88	60.00	48°23'56"	N28°37'47"E	49.19
C99	50.51	60.00	48°14'11"	N76°56'50"E	49.03
C100	51.75	60.00	49°24'51"	S54°13'39"E	50.16
C101	61.67	60.00	58°53'23"	S0°04'32"E	58.99
C102	13.94	60.00	13°18'54"	S38°01'36"W	13.91
C103	17.91	20.00	51°19'04"	N17°01'31"E	17.32
C104	30.52	20.00	87°25'18"	N52°20'40"W	27.64
C105	323.22	1055.00	17°33'13"	S87°16'42"E	321.98
C106	152.02	1055.00	8°15'21"	N88°04'22"E	151.89
C107	99.20	1055.00	5°23'15"	S85°06'20"E	99.16
C108	72.00	1055.00	3°54'37"	S80°27'24"E	71.99

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C109	35.15	20.00	100°41'24"	S51°09'13"W	30.80
C110	72.29	180.00	23°00'33"	N12°18'47"E	71.80
C111	10.75	180.00	3°25'13"	N2°31'07"E	10.74
C112	61.54	180.00	19°35'20"	N14°01'24"E	61.24
C113	66.31	120.00	31°39'42"	S7°59'12"W	65.47
C114	9.77	120.00	4°39'45"	S21°28'11"W	9.76
C115	56.55	120.00	26°59'57"	S5°39'20"W	56.03
C116	17.91	20.00	51°19'04"	S33°30'11"E	17.32
C117	295.98	60.00	282°38'08"	N82°09'22"E	75.00
C118	58.12	60.00	55°30'13"	N31°24'38"W	55.88
C119	74.32	60.00	70°58'15"	N31°49'38"E	69.66
C120	53.57	60.00	51°09'31"	S87°06'30"E	51.81
C121	50.83	60.00	48°32'22"	S37°15'33"E	49.32
C122	59.13	60.00	56°27'48"	S15°14'32"W	56.76
C123	17.91	20.00	51°19'04"	N17°48'54"E	17.32
C124	99.47	180.00	31°39'42"	S7°59'12"W	98.21
C125	35.72	180.00	11°22'08"	S2°09'35"E	35.66
C126	63.75	180.00	20°17'34"	S13°40'16"W	63.42
C127	48.19	120.00	23°00'33"	N12°18'47"E	47.87
C128	36.16	120.00	17°15'55"	N15°11'08"E	36.02
C129	12.03	120.00	5°44'37"	N3°40'49"E	12.02
C130	34.43	20.00	98°38'16"	N48°30'37"W	30.33
C131	232.38	260.00	51°12'29"	S56°34'00"W	224.72
C132	31.27	260.00	6°53'29"	S78°43'30"W	31.25
C133	134.00	260.00	29°31'43"	S45°43'37"W	132.52
C134	157.57	310.00	29°07'21"	N46°34'31"E	155.88
C135	27.27	20.00	78°07'30"	S22°04'26"W	25.21
C136	108.78	255.00	24°26'30"	N4°46'04"W	107.98
C137	43.40	255.00	9°45'04"	N12°08'47"W	43.35
C138	65.38	255.00	14°41'26"	N0°06'28"E	65.20
C139	87.83	255.00	19°44'01"	S22°44'49"E	87.39
C140	87.99	255.00	15°16'36"	S0°11'02"E	87.79
C141	19.84	255.00	4°27'25"	S10°03'07"E	19.83
C142	17.91	20.00	51°19'04"	S37°56'21"E	17.32
C143	295.98	60.00	282°38'08"	N77°43'11"E	75.00
C144	39.03	60.00	37°16'27"	N44°57'40"W	38.35
C145	52.64	60.00	50°15'57"	N11°11'28"W	50.97
C146	51.57	60.00	49°14'55"	N48°33'58"E	50.00
C147	50.46	60.00	48°11'01"	S82°43'03"E	48.98
C148	50.21	60.00	47°56'33"	S34°39'16"E	48.75
C149	52.07	60.00	49°43'15"	S14°10'37"W	50.45
C150	17.91	20.00	51°19'04"	N13°22'43"E	17.32
C151	108.49	315.00	19°44'01"	S22°44'49"E	107.98
C152	89.24	315.00	16°13'55"	S4°09'52"E	88.94
C153	19.25	315.00	3°30'09"	S5°42'09"W	19.25
C154	110.72	195.00	32°31'57"	N6°48'47"W	109.24
C155	48.84	195.00	14°21'02"	N0°16'40"E	48.71
C156	61.88	195.00	18°10'54"	N15°59'18"W	61.62
C157	229.91	200.00	65°51'55"	N59°47'45"W	217.48
C158	109.60	200.00	31°23'58"	N42°33'46"W	108.24
C159	120.31	200.00	34°27'58"	N75°29'44"W	118.50
C160	152.50	205.00	42°37'18"	S65°57'38"W	149.01
C161	144.38	205.00	40°20'55"	S87°05'50"W	141.40
C162	8.13	205.00	2°16'23"	S45°47'11"W	8.13

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C163	162.91	325.00	28°43'10"	S30°17'24"W	161.21
C164	16.88	325.00	2°58'36"	S43°09'42"W	16.88
C165	119.39	325.00	21°02'52"	S31°08'59"W	118.72
C166	28.63	325.00	4°41'44"	S18°16'41"W	28.63
C167	47.00	260.00	10°21'29"	S10°45'04"W	46.94
C168	107.46	310.00	19°51'55"	S5°59'52"W	106.94
C169	72.09	310.00	13°19'24"	S2°43'36"W	71.92
C170	35.39	310.00	6°32'31"	S12°39'34"W	35.38
C171	167.97	375.00	28°43'10"	S30°17'24"W	166.61
C172	81.64	375.00	12°28'25"	S22°10'02"W	81.48
C173	80.52	375.00	12°18'07"	S34°33'18"W	80.38
C174	25.81	375.00	3°56'38"	S42°40'40"W	25.81
C175	169.69	255.00	42°32'18"	S65°57'38"W	165.85
C176	46.81	255.00	10°28'19"	S49°53'09"W	46.54
C177	91.71	255.00	20°36'22"	S65°25'29"W	91.22
C178	51.38	255.00	11°32'38"	S81°29'59"W	51.29
C179	247.84	250.00	56°46'21"	N64°21'02"W	237.84
C180	36.82	250.00	8°26'19"	N88°30'33"W	36.79
C181	72.07	250.00	16°30'58"	N76°01'54"W	71.82
C182	81.08	250.00	18°34'59"	N58°28'58"W	80.73
C183	57.87	250.00	13°15'05"	N42°34'54"W	57.75
C184	26.84	20.00	82°36'25"	S77°16'33"E	26.40
C185	130.77	260.00	28°49'00"	N47°00'44"E	129.39
C186	145.03	310.00	26°46'18"	S44°21'54"W	143.71
C187	6.81	310.00	1°15'28"	S31°35'30"W	6.81
C188	138.22	310.00	25°32'49"	S44°59'39"W	137.08
C189	26.43	20.00	75°42'33"	N19°54'47"E	24.55
C190	264.44	220.00	68°52'14"	S52°22'37"E	248.81
C191	91.02	220.00	23°42'13"	N29°47'36"W	90.37
C192	88.44	220.00	23°02'00"	N53°09'43"W	87.85
C193	83.05	220.00	21°37'46"	N75°29'37"W	82.56
C194	1.93	220.00	0°30'14"	N86°33'37"W	1.93
C195	275.05	970.00	16°14'47"	S85°03'53"W	274.13
C196	88.25	970.00	5°05'40"	N89°21'34"W	88.22
C197	83.60	970.00	4°56'16"	S85°37'28"W	83.57
C198	87.90	970.00	5°11'32"	S80°33'34"W	87.87
C199	17.30	970.00	1°01'19"	S77°27'09"W	17.30
C200	17.01	20.00	48°44'19"	S52°34'20"W	16.50
C201	115.10	60.00	109°54'37"	N83°09'28"E	98.24
C202	8.21	60.00	7°50'19"	N32°07'20"E	8.20
C203	54.78	60.00	52°18'26"	N82°11'43"E	52.89
C204	52.11	60.00	49°45'52"	S66°46'09"E	50.49
C205	16.70	20.00	47°50'42"	N65°48'34"W	16.22
C281	67.11	260.00	14°47'17"	S67°53'07"W	66.92

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PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 1/22/19

BK 48 PG 12

JOB NO. 18-016
SHEET 9 OF 14

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

P:\Star River Ranch Sub 18-016\dwn\Plat\Star River Ranch No 1 PLAT.dwg 1/22/2019 4:16:19 PM

PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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NOTES

1. ALL LOTS HAVE A 10' WIDE PUBLIC UTILITY, PRESSURE IRRIGATION AND DRAINAGE EASEMENT ALONG ALL PUBLIC ROADS AND ALONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN AND DIMENSIONED. ALL SIDE YARD LOT LINES HAVE A 5' WIDE PRESSURE IRRIGATION AND DRAINAGE EASEMENT, UNLESS OTHERWISE SHOWN AND DIMENSIONED, (SEE TYPICAL LOT EASEMENT, SHEET 5 OF 10). ALL EASEMENTS SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
2. BY THE SIGNATURE ON THIS PLAT, THE CITY OF STAR HAS ACCEPTED AND APPROVED THE MINIMUM BUILDING SETBACK LINES OF 20'-FRONT, 10'-SIDE, 20'-REAR, AND 20' CORNER.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
4. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH SUBDIVISION RECORDED IN CONJUNCTION WITH THIS PLAT AND AS MAY BE AMENDED.
5. LAND WITHIN THE BOISE RIVER BANK THAT ARE BELOW THE ORDINARY HIGH WATER MARK ARE PUBLIC LANDS. ANGLERS AND HUNTERS HAVE AND WILL CONTINUE TO HAVE A RIGHT TO FISH, HUNT, AND DISCHARGE FIREARMS DURING LEGAL HUNTING HOURS WITHIN THE RIVERBANK THAT ARE BELOW THE HIGH WATER MARK.
6. 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 ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
7. THE IDAHO DEPARTMENT OF FISH AND GAME SHALL NOT BE RESPONSIBLE FOR ANY DEPREDATION PROBLEMS WITHIN THE DEVELOPMENT CAUSED BY WILDLIFE.
8. ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT FOR LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, LOT 1 OF BLOCK 3, AND LOTS 1 AND 42 OF BLOCK 4 WHICH ARE COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE STAR RIVER RANCH HOMEOWNERS ASSOCIATION. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN CONJUNCTION WITH THIS PLAT FOR RESTRICTIONS, ASSESSMENTS AND CONDITIONS FOR THE COMMON LOTS.
9. A STORMWATER DRAINAGE AND IRRIGATION EASEMENT IN FAVOR OF THE STAR RIVER RANCH HOMEOWNERS ASSOCIATION IS HEREBY RESERVED ON LOT 4 OF BLOCK 4 AS SHOWN.
10. THE WETLAND RESTRICTED AREAS SHOWN ON LOTS 18 THROUGH 22, 24 THROUGH 29 OF BLOCK 4, AND LOTS 1 THROUGH 27 OF BLOCK 5 ARE WETLAND PROTECTION AREAS UNDER JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. IF ANY WORK IS TO BE DONE IN THIS AREA CONTACT THE ARMY CORPS OF ENGINEERS FOR APPROVAL. THE WETLAND PROTECTION BOUNDARY SHOWN HEREON IS AS DELINEATED BY THE WETLANDS GROUP.
11. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CANYON CANAL COMPANY. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(b), LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE SUBJECT TO ASSESSMENTS FROM THE CANYON CANAL COMPANY.
12. THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR OF ALL SIDEWALKS AND PATHWAYS WITHIN THE SUBDIVISION.
13. A LANDSCAPE, PRESSURE IRRIGATION, AND PATHWAY EASEMENT IS HEREBY RESERVED WITH LOTS 2 THROUGH 15, BLOCK 2, LOTS 2 THROUGH 5, BLOCK 3, AND LOTS 15 THROUGH 27, BLOCK 5 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
14. A PRESSURE IRRIGATION EASEMENT IS HEREBY RESERVED WITH LOTS 2 THROUGH 18, 32 THROUGH 41, BLOCK 4 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
15. A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS-EGRESS FOR FARM AND IRRIGATION PURPOSES RECORDED AS INSTRUMENT NO. 9808697, RECORDS OF CANYON COUNTY, IDAHO.
16. A DRAINAGE EASEMENT IS HEREBY RESERVED WITH LOT 2 OF BLOCK 3IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AS SHOWN.
17. A BLANKET PRESSURE IRRIGATION, PUBLIC UTILITY, AND DRAINAGE EASEMENT IN FAVOR OF STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS HEREBY RESERVED WITH LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, AND LOT 1 OF BLOCK 3 AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
18. THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF STORM DRAINAGE FACILITIES OUTSIDE THE PUBLIC RIGHT-OF-WAY.
19. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN CONJUNCTION WITH THIS PLAT FOR RESPONSIBILITIES FOR MAINTAINING LAWN, IRRIGATION, SIDEWALK OR OTHER LANDSCAPING APPROVED BY CANYON HIGHWAY DISTRICT NO. 4 WITHIN THE PUBLIC RIGHT-OF-WAY BETWEEN BACK OF CURB AND THE PATHWAY.
20. NO FENCING OR OBSTRUCTIONS INCLUDING LANDSCAPING SHALL BE PLACED WITHIN THE CANYON CANAL EASEMENT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE CANYON COUNTY WATER COMPANY.
21. A 20' WIDE PRESSURE IRRIGATION EASEMENT, UNLESS OTHERWISE DIMENSIONED, IS HEREBY RESERVED ON LOTS 18 THROUGH 22 AND LOTS 24 THROUGH 29 OF BLOCK 4 AND LOTS 1 THROUGH 27 OF BLOCK 5 ARE SUBJECT TO AND SHALL SERVE FOR THE BENEFIT OF THE STAR RIVER RANCH SUBDIVISIONS.
22. A STAR SEWER AND WATER DISTRICT SANITARY SEWER EASEMENT IS HEREBY RESERVED ON LOTS 15 THROUGH 17 AND LOT 28 OF BLOCK 2 AND LOT 1 OF BLOCK 3 HAS AS SHOWN.
23. A PRESSURE IRRIGATION EASEMENT IS HEREBY RESERVED ON THE EAST 30 FEET OF LOTS 15, 16 AND A PORTION OF LOT 17 OF BLOCK 2 IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION AS SHOWN.
24. A BLANKET PRESSURE IRRIGATION EASEMENT IN FAVOR OF THE STAR RIVER RANCH HOMEOWNER'S ASSOCIATION IS HEREBY RESERVED WITH LOT 1 OF BLOCK 1, LOT 1 OF BLOCK 2, AND LOT 1 OF BLOCK 3 WHICH SHALL BE OWNED AND MAINTAINED BY THE STAR RIVER RANCH SUBDIVISION HOMEOWNER'S ASSOCIATION AND SHALL SERVE FOR THE BENEFIT OF STAR RIVER RANCH SUBDIVISIONS.
25. THE LOTS IN THIS SUBDIVISION ARE LOCATED WITHIN THE AREA OF SPECIAL FLOOD HAZARD AS SHOWN ON FIRM PANELS 16027C0259F AND 16027C0267F, EFFECTIVE DATE MAY 24, 2011. SAID LOTS ARE SUBJECT TO CONDITIONS AS DEFINED IN THE CITY OF STAR FLOODPLAIN ORDINANCE.
26. SEE INSTRUMENT NO. 2018-029874 AND 2018-033225 FOR EXISTING EASEMENT AGREEMENT AND THE RESCISSION OF OLD AGREEMENTS AND PLAT NOTES.
27. IN ACCORDANCE WITH IDAHO CODE 50-1308A THE RIGHTS FOR CERTAIN DRAINAGE, NO MOW STRIP, AND EMERGENCY ACCESS WILL BE RELINQUISHED BY THE AFFECTED EASEMENT HOLDERS. SEE INSTRUMENT NO. 2019-003029

LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°25'59"W	55.94
L2	N79°21'17"W	86.85
L3	N84°25'40"W	180.28
L4	S86°03'54"W	50.00
L5	S0°41'40"W	103.09
L6	S89°57'21"E	187.51
L7	N2°05'44"E	170.32
L8	S89°18'32"E	25.82
L9	N0°41'28"E	74.58
L10	N89°18'32"W	23.98
L11	N2°05'44"E	172.49
L12	N82°10'14"E	50.80
L13	N63°39'40"E	31.81
L14	S13°45'18"W	36.83
L15	N82°02'53"W	32.06
L16	N82°02'53"W	17.07
L17	N59°02'15"W	28.85
L18	S30°57'45"W	23.19
L19	S30°57'45"W	23.97
L20	S7°27'11"W	50.02
L21	N57°04'31"E	40.19
L30	S36°52'53"W	7.01
L181	N30°57'45"E	87.14
L209	N59°02'15"W	38.85
L210	S30°57'45"W	89.51
L245	S57°59'10"E	28.91
L246	N72°43'05"W	14.77

L25-L29, L57, AND L233-L235 NOT USED

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 1/22/19

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JOB NO. 18-016
SHEET 10 OF 14

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

P:\Star River Ranch Sub 18-016\dwg\Plat\Star River Ranch No 1 PLAT.dwg 1/22/2019 4:17:00 PM

PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

WETLANDS AND EASEMENT LINE AND CURVE TABLE DATA

LINE TABLE		
LINE	BEARING	LENGTH
L22	S42°39'04"E	10.23
L23	S42°39'04"E	27.48
L24	S21°03'58"W	29.42
L31	S8°08'52"W	6.43
L32	S0°31'34"W	65.13
L33	S0°31'34"W	5.66
L34	S37°48'00"W	42.30
L35	N37°48'00"E	59.17
L36	N54°03'40"E	35.96
L37	N54°03'40"E	21.65
L38	S0°10'07"W	59.49
L39	S0°10'07"W	108.64
L40	N2°57'48"W	122.56
L41	N11°18'58"W	164.05
L42	N46°59'56"W	40.07
L43	N24°58'52"W	38.58
L44	N27°41'08"E	22.92
L45	N60°04'55"E	38.56
L46	N74°59'39"E	57.91
L47	N89°38'36"W	50.20
L48	N66°56'09"W	53.24
L49	S49°14'22"E	44.68
L50	N30°34'12"W	63.85
L51	S73°19'14"E	25.27
L52	N79°49'45"W	25.47
L53	S81°07'23"W	20.43
L54	S51°58'54"W	26.49
L55	S47°19'48"W	90.41
L56	S83°29'11"W	43.69
L58	S89°12'34"E	18.31
L59	S83°42'12"E	45.77
L60	S15°23'30"E	16.18
L61	S15°23'30"E	29.64
L62	S1°47'39"W	64.86
L63	S5°20'08"E	67.03
L64	S6°17'39"E	66.56
L65	S31°05'09"E	71.48
L66	S33°28'10"W	43.14
L67	S14°02'15"E	20.41
L68	S30°57'45"W	20.00
L69	N75°57'45"E	20.41
L70	N45°52'45"E	11.08
L71	S59°02'15"E	7.15
L72	N12°22'37"W	30.25
L73	S28°03'20"E	66.95
L74	S23°30'10"E	23.56
L75	S9°34'44"E	25.64
L76	S7°14'21"E	45.30
L77	S3°46'48"E	27.93
L78	S9°02'43"E	27.10
L79	S2°48'43"W	73.54
L80	S3°05'17"W	56.29
L81	S14°14'20"W	28.13

LINE TABLE		
LINE	BEARING	LENGTH
L82	S12°20'45"E	23.43
L83	S30°08'55"E	15.31
L84	N73°51'13"E	22.73
L85	S41°02'01"E	43.63
L86	S84°45'20"E	39.85
L87	S58°26'35"E	38.29
L88	N0°14'39"E	35.18
L89	N78°45'33"E	14.62
L90	S58°40'22"E	27.85
L91	S68°14'17"E	88.82
L92	S52°37'24"E	46.51
L93	N58°55'55"E	83.86
L94	N22°59'27"E	42.76
L95	N39°24'22"E	50.55
L96	N42°03'35"E	71.13
L97	N54°13'16"E	42.01
L98	N46°49'23"E	72.11
L99	N57°16'38"E	48.70
L100	N61°33'06"E	28.12
L101	N61°33'06"E	76.57
L102	N67°07'00"E	30.82
L103	N72°54'14"E	43.40
L104	N74°42'18"E	45.89
L105	N83°32'01"E	28.49
L106	N78°56'58"E	78.88
L107	N81°00'32"E	77.06
L108	S85°57'07"E	72.62
L109	S85°57'07"E	24.62
L110	S64°32'44"E	49.34
L111	S61°25'58"E	54.89
L112	S71°11'00"E	31.15
L113	S53°31'50"E	33.18
L114	S45°43'49"E	57.55
L115	S57°48'29"E	27.79
L116	S38°56'35"E	43.20
L117	S30°45'18"W	5.17
L118	S30°45'18"W	30.94
L119	S30°45'18"W	10.67
L120	S16°49'45"E	20.39
L121	N31°02'37"E	20.00
L122	N75°57'45"E	20.41
L123	S47°16'11"W	8.02
L124	S33°54'08"E	4.56
L125	S44°33'05"E	3.74
L126	S44°33'05"E	76.34
L127	S52°45'54"E	102.39
L128	S80°43'52"E	3.70
L129	S80°43'52"E	30.66
L130	S28°38'57"E	11.81
L131	S7°56'06"E	91.38
L132	S86°17'13"E	43.66
L133	N76°21'58"E	65.64
L134	N74°20'10"E	121.77

LINE TABLE		
LINE	BEARING	LENGTH
L135	N68°31'12"E	109.55
L136	N55°27'55"E	73.06
L137	N58°36'39"E	41.31
L138	N33°57'08"E	92.72
L139	N50°27'11"E	12.02
L140	N50°27'11"E	34.78
L141	N29°44'52"E	78.68
L142	N20°53'24"E	116.79
L143	N11°17'21"E	108.23
L144	N2°56'36"W	25.36
L145	N15°52'03"E	105.28
L146	N6°02'28"W	85.93
L147	S22°35'31"W	27.73
L148	S30°30'25"W	38.74
L149	N13°01'22"E	7.75
L150	N22°02'22"E	111.31
L151	N25°51'58"E	40.32
L152	N29°12'57"E	59.21
L153	N29°12'57"E	75.39
L154	N44°15'04"E	60.25
L155	N44°15'04"E	47.94
L156	N53°51'42"E	64.32
L157	N53°51'42"E	59.56
L158	N66°01'32"E	16.00
L159	N66°01'32"E	76.23
L160	N66°01'32"E	38.77
L161	N75°33'54"E	35.57
L162	N75°33'54"E	54.69
L163	N79°36'39"E	19.35
L164	N79°36'39"E	76.89
L165	N79°36'39"E	55.09
L166	S89°23'43"E	21.93
L167	S89°23'43"E	72.65
L168	S89°23'43"E	24.62
L169	S62°09'59"E	50.54
L170	S62°09'59"E	51.07
L171	S59°04'05"E	4.15
L172	S59°04'05"E	63.63
L173	S59°04'05"E	21.73
L174	S46°20'48"E	35.86
L175	S46°20'48"E	56.50
L176	S19°41'41"W	12.45
L177	S19°41'41"W	19.62
L178	S2°20'45"E	14.06
L179	S2°20'45"E	28.93
L180	S59°13'33"E	91.16
L182	S59°13'33"E	21.37
L183	S24°18'59"E	64.04
L184	S24°18'59"E	39.65
L185	S1°20'51"E	54.89
L186	S1°20'51"E	47.79
L187	S10°08'08"E	79.86
L188	S10°08'08"E	34.37

LINE TABLE		
LINE	BEARING	LENGTH
L189	S24°35'38"E	115.49
L190	S24°35'38"E	14.91
L191	S84°26'07"E	137.16
L192	S83°51'05"E	90.32
L193	N67°55'22"W	8.84
L194	N51°08'41"W	49.41
L195	N25°38'42"W	2.16
L196	N25°38'42"W	36.82
L197	N3°27'20"E	54.75
L198	N4°51'18"W	5.17
L199	N4°51'18"W	66.79
L200	N7°18'05"W	20.25
L201	N7°18'05"W	86.17
L202	N7°18'05"W	67.43
L203	N24°17'40"W	54.26
L204	N4°27'08"W	13.91
L205	N7°20'45"E	23.38
L206	N7°20'45"E	26.83
L207	N58°50'35"W	66.64
L208	N64°21'53"W	26.86
L211	N64°21'53"W	30.74
L212	N48°25'50"W	46.32
L213	N48°25'50"W	45.74
L214	N57°43'52"W	61.55
L215	N57°43'52"W	73.31
L216	S85°29'49"W	64.27
L217	S85°29'49"W	108.29
L218	S85°29'49"W	10.22
L219	S81°53'04"W	72.66
L220	S84°38'46"W	42.95
L221	S84°38'46"W	75.52
L222	S58°12'27"W	32.21
L223	S58°12'27"W	53.98
L224	S44°32'49"W	58.55
L225	S44°32'49"W	104.34
L226	S44°32'49"W	33.87
L227	S28°24'13"W	49.07
L228	S21°03'58"W	110.98
L229	S14°23'29"W	4.91
L230	S14°23'29"W	107.78
L231	S14°23'29"W	58.13
L232	S5°06'52"W	69.38
L236	N21°25'00"W	115.98
L237	N61°43'24"W	99.06
L238	N49°12'51"W	27.38
L239	N44°37'36"E	28.84
L240	N63°14'29"E	112.70
L241	N36°39'14"E	22.84
L242	N0°23'06"E	120.93
L243	S5°39'12"E	55.39
L244	N78°04'24"E	62.74
L247	S33°28'10"W	10.41

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C206	44.35	78.00	32°34'34"	S10°08'24"E	43.75
C207	15.05	32.00	26°57'16"	N12°57'04"W	14.92
C208	37.78	120.01	18°02'12"	N9°32'41"E	37.62
C209	47.60	50.43	54°05'05"	N44°59'19"E	45.85
C210	98.49	348.40	16°52'06"	S83°59'20"W	98.18
C211	34.31	348.40	5°38'30"	S53°14'02"W	34.29
C212	28.14	36.00	44°47'03"	N61°51'45"W	27.43
C213	120.34	100.00	68°58'59"	N25°54'40"W	113.21
C214	23.34	100.00	13°22'16"	N67°04'18"W	23.28
C215	53.71	74.00	41°34'67"	S82°57'57"E	52.53
C216	44.70	170.00	15°03'55"	N39°42'26"W	44.57
C217	95.25	170.00	32°08'07"	N63°17'27"W	94.01
C218	60.50	170.00	20°23'29"	N89°32'15"W	60.18
C219	35.75	352.00	5°49'09"	N83°10'35"E	35.74
C220	68.99	352.00	11°13'44"	S88°17'58"E	68.87
C221	27.72	166.00	9°34'02"	N87°28'07"W	27.69
C222	88.23	166.00	30°27'06"	S72°31'19"W	87.19
C223	10.96	81.23	7°43'48"	N61°09'39"E	10.95
C224	55.34	81.23	39°02'15"	N84°32'39"E	54.28
C225	53.11	238.00	12°47'10"	N82°19'49"W	53.00
C226	67.81	238.00	16°19'31"	S83°08'50"W	67.58
C227	35.44	257.00	7°54'03"	N78°54'06"E	35.41
C228	107.63	257.00	23°59'42"	S85°09'01"E	106.85
C229	17.16	257.00	3°49'45"	S71°14'17"E	17.17
C230	97.97	320.85	17°29'44"	N76°04'17"W	97.59
C231	51.77	320.85	9°14'41"	S88°33'31"W	51.71
C232	52.93	142.00	21°21'23"	S85°23'09"E	52.62
C233	99.99	145.00	39°30'35"	N89°49'02"W	98.02
C234	51.04	437.00	6°41'33"	N73°46'27"E	51.01
C235	35.05	6999.25	0°17'13"	S76°58'37"W	35.05
C236	167.71	169.00	56°51'35"	S45°47'40"W	160.92
C237	40.03	93.98	24°24'11"	N47°15'37"E	39.73
C238	48.62	133.00	20°56'43"	S48°59'21"W	48.35
C239	31.75	36.00	50°31'32"	N84°54'14"W	30.73
C240	37.88	165.00	13°04'59"	N44°15'29"W	37.59
C241	44.03	165.00	15°17'16"	N58°28'37"W	43.90
C242	41.14	480.00	4°54'38"	S63°37'56"E	41.12
C243	21.33	480.00	2°32'44"	S59°54'15"E	21.32
C244	63.63	132.00	27°37'16"	N72°26'31"W	63.02
C245	34.48	132.00	14°57'53"	S86°15'55"W	34.38
C246	46.55	205.00	13°00'37"	N85°17'17"E	46.46
C247	18.05	205.00	5°02'41"	S85°41'04"E	18.04
C248	61.08	110.00	31°49'02"	S80°56'46"W	60.30
C249	7.66	110.00	3°59'27"	S83°01'32"W	7.66
C250	88.14	9205.00	0°32'10"	N61°17'54"E	88.14
C251	55.79	9205.00	0°20'50"	N61°44'24"E	55.79
C252	36.04	222.00	9°32'02"	S57°08'48"W	36.90
C253	92.65	222.00	23°54'47"	S40°25'24"W	91.98
C254	47.77	222.00	12°19'47"	S22°18'07"W	47.68
C255	40.07	212.00	10°49'49"	N21°33'08"E	40.01

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C256	51.03	212.00	13°47'33"	N33°51'49"E	50.91
C257	48.96	222.00	12°38'08"	S34°28'33"W	48.86
C258	94.64	222.00	24°25'29"	S15°54'45"W	93.93
C259	86.83	222.00	22°24'32"	S7°30'15"E	86.27
C260	94.60	230.00	23°33'59"	S14°07'19"W	93.94
C261	47.75	230.00	11°53'41"	S31°51'09"W	47.66
C262	55.49	110.00	28°54'17"	S68°30'49"W	54.91
C263	77.22	110.00	40°13'12"	N76°55'27"W	75.64
C264	68.89	110.00	35°52'58"	N38°52'22"W	67.77
C265	40.51	110.00	21°06'01"	N10°22'53"W	40.28
C266	130.58	265.00	28°13'59"	S10°49'52"E	129.26
C267	112.85	265.00	24°24'00"	S15°29'08"W	112.00
C268	119.38	160.00	42°45'02"	S51°56'43"E	116.63
C269	102.23	150.00	39°02'52"	N80°38'49"E	100.26
C270	19.21	42.00	26°12'38"	S32°02'57"W	19.05
C271	72.54	94.00	44°12'57"	N23°02'47"E	70.75
C272	56.28	94.00	34°18'18"	N16°12'50"W	55.44
C273	39.42	116.00	19°28'18"	S23°37'50"E	39.23
C274	50.29	116.00	24°50'16"	S1°28'34"E	49.89
C275	49.87	190.00	15°02'18"	N3°25'28"E	49.72
C276	87.37	190.00	26°20'55"	N17°16'09"W	86.61
C277	182.70	249.00	42°02'27"	N55°03'11"E	178.63
C278	31.26	285.00	6°04'16"	N43°52'19"W	31.24
C279	2.10	20.00	6°01'36"	N14°55'42"W	2.10
C280	5.22	20.00	14°56'45"	S25°24'52"E	5.20

L25–L29, L57, AND L233–L235 NOT USED

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PROFESSIONAL LAND SURVEYOR LICENSE NO. 11779 STATE OF IDAHO 1/22/19 CODY M. McCAMMON

Bk 48 Pg 12

JOB NO. 18-016
SHEET 11 OF 14

IDAHO SURVEY GROUP, LLC
9855 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., HEARTLAND HOMES, LLC., ENDURANCE HOLDINGS, LLC., DAS INVESTMENTS, LLC., AND STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC. ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF RIVER RANCH SUBDIVISION NO. 1 AS FILED IN BOOK 40 OF PLATS AT PAGE 10, AND RIVER RANCH SUBDIVISION NO. 2 AS FILED IN BOOK 40 OF PLATS AT PAGE 11, RECORDS OF CANYON COUNTY, IDAHO AND A PORTION OF THE NW1/4 OF THE NE 1/4 OF SECTION 13 ALL SITUATED IN THE NORTH 1/2 OF SECTION 13, T.4N., R.2W., B.M., CITY OF STAR, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 13 BEARS NORTH 89°58'41" WEST, 2695.65 FEET; THENCE NORTH 89°58'41" WEST, 1347.78 FEET TO THE EAST 1/16 CORNER; THENCE ALONG THE EAST LINE OF THE NW 1/4 OF THE NE 1/4, SOUTH 00°41'41" WEST, 895.44 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°57'09" WEST, 3.75 FEET TO THE EAST BOUNDARY OF SAID RIVER RANCH SUBDIVISION NO. 1 AND THE REAL POINT OF BEGINNING.

THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING TWO COURSES AND DISTANCES:

SOUTH 00°31'34" WEST, 664.18 FEET;

SOUTH 00°49'18" WEST, 802.99 FEET TO THE SOUTH BOUNDARY OF SAID RIVER RANCH SUBDIVISION NO. 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIVER RANCH SUBDIVISION'S NO. 1 AND 2 THE FOLLOWING TWENTY-TWO COURSES AND DISTANCES:

NORTH 71°25'49" WEST, 248.30 FEET;

96.20 FEET SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 22°02'51", AND A LONG CHORD WHICH BEARS SOUTH 30°23'35" WEST, 95.61 FEET;

NORTH 48°33'26" WEST, 248.79 FEET;

SOUTH 55°25'59" WEST, 55.94 FEET;

NORTH 79°21'17" WEST, 86.85 FEET;

SOUTH 84°38'14" WEST, 162.36 FEET;

NORTH 70°03'47" WEST, 149.49 FEET;

NORTH 86°16'23" WEST, 224.30 FEET;

SOUTH 32°31'32" WEST, 257.04 FEET;

NORTH 80°43'58" WEST, 269.48 FEET;

SOUTH 05°27'23" WEST, 113.88 FEET;

SOUTH 47°39'59" WEST, 120.20 FEET;

SOUTH 65°38'57" WEST, 94.35 FEET;

SOUTH 86°19'02" WEST, 288.84 FEET;

NORTH 50°35'49" WEST, 129.05 FEET;

NORTH 39°28'01" WEST, 90.00 FEET;

NORTH 27°33'02" WEST, 88.12 FEET;

NORTH 08°53'58" WEST, 68.82 FEET;

NORTH 84°25'40" WEST, 180.28 FEET;

43.14 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 09°30'26", AND A LONG CHORD WHICH BEARS SOUTH 00°49'07" WEST, 43.09 FEET;

SOUTH 86°03'54" WEST, 50.00 FEET;

SOUTH 81°40'31" WEST, 249.07 FEET TO THE WEST BOUNDARY OF THE SE 1/4 OF THE NW 1/4;

THENCE ALONG SAID WEST BOUNDARY, NORTH 00°34'23" EAST, 1,042.64 FEET TO THE NW 1/16 CORNER;

THENCE SOUTH 89°57'18" EAST, 1348.36 FEET TO THE C-N 1/16 CORNER;

THENCE SOUTH 89°57'18" EAST, 29.07 FEET;

THENCE SOUTH 00°18'21" WEST, 138.98 FEET;

THENCE SOUTH 89°57'21" EAST, 1018.30 FEET;

THENCE SOUTH 00°41'40" WEST, 103.09 FEET;

THENCE SOUTH 89°57'21" EAST, 187.51 FEET;

THENCE NORTH 02°05'44" EAST, 170.32 FEET;

THENCE SOUTH 89°18'32" EAST, 25.82 FEET;

THENCE NORTH 00°41'28" EAST, 74.58 FEET;

THENCE NORTH 89°18'32" WEST, 23.98 FEET;

THENCE NORTH 02°05'44" EAST, 172.49 FEET;

THENCE NORTH 80°32'59" WEST, 147.98 FEET;

THENCE NORTH 02°35'49" EAST, 19.37 FEET;

THENCE NORTH 01°41'41" WEST, 203.37 FEET TO THE SOUTH RIGHT-OF-WAY OF BENT LANE;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°57'09" EAST, 250.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.94 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERS (CONT.)

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 ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR THE PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT. NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT WATER SYSTEM, AND SAID DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: JOHN A. LAUDE SR.
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 19th DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN A. LAUDE SR., KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HEARTLAND TOWNHOMES PROPERTY MANAGEMENT, LLC. 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.

DAVID LABRIE NOTARY PUBLIC MY COMMISSION EXPIRES 9-6-2019 STATE OF IDAHO COMMISSION NUMBER 58128

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise ID
MY COMMISSION EXPIRES: 9/6/2019

HEARTLAND HOMES, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: JOHN A. LAUDE SR.
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 19th DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN A. LAUDE SR., KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF HEARTLAND HOMES, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HEARTLAND HOMES, LLC. 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.

DAVID LABRIE NOTARY PUBLIC MY COMMISSION EXPIRES 9-6-2019 STATE OF IDAHO COMMISSION NUMBER 58128

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise ID
MY COMMISSION EXPIRES: 9/6/2019

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 11/13/18

Bk 48 Pg 12

JOB NO. 18-016
SHEET 12 OF 14

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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STAR RIVER RANCH SUBDIVISION NO. 1

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CERTIFICATE OF OWNERS (CONT.)

ENDURANCE HOLDINGS, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: COREY D. BARTON
ITS: MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 16th DAY OF November, 2018, 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 MEMBER OF ENDURANCE HOLDINGS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT ENDURANCE HOLDINGS, LLC. 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.

ADAIR KOLTES NOTARY PUBLIC MY COMMISSION EXPIRES 6-5-2022 STATE OF IDAHO COMMISSION NUMBER 36067

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Nampa, ID
MY COMMISSION EXPIRES: 6-05-22

DAS INVESTMENTS, LLC., AN IDAHO LIMITED LIABILITY COMPANY

BY: TIM W. ECK
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 15 DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TIM W. ECK, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF DAS INVESTMENTS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT DAS INVESTMENTS, LLC. 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.

KIRSTI GRADO NOTARY PUBLIC Comm. No. 42295 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Star, ID
MY COMMISSION EXPIRES: 2-20-24

STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION

BY: TIM W. ECK
ITS: DIRECTOR

ACKNOWLEDGEMENT

STATE OF IDAHO)
) S.S.
COUNTY OF ADA)

ON THIS 15 DAY OF November, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TIM W. ECK, KNOWN OR IDENTIFIED TO ME TO BE THE DIRECTOR OF STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC., AN IDAHO NONPROFIT CORPORATION, THAT 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.

KIRSTI GRADO NOTARY PUBLIC Comm. No. 42295 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Star, ID
MY COMMISSION EXPIRES: 2-20-24

CERTIFICATE OF SURVEYOR

I, CODY M. McCAMMON, 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.

PROFESSIONAL LAND SURVEYOR LICENSED 11779 11/13/18 STATE OF IDAHO CODY M. McCAMMON

CODY M. McCAMMON — P.L.S. NO. 11779

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JOB NO. 18-016
SHEET 13 OF 14

ISG IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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PLAT SHOWING

STAR RIVER RANCH SUBDIVISION NO. 1

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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 STAR AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REHS
SOUTHWEST DISTRICT HEALTH DEPARTMENT

12/10/2018
DATE

APPROVAL OF CANYON HIGHWAY DISTRICT NO. 4

CANYON HIGHWAY DISTRICT NO. 4 DOES HEREBY ACCEPT THIS RE-PLAT, AND THE DEDICATED PUBLIC STREETS, HIGHWAYS AND RIGHTS-OF-WAY AS ARE DEPICTED ON THIS PLAT, IN ACCORDANCE WITH THE PROVISIONS OF I.C. § 50-1312, 50-1313, AND 50-1330 AND PURSUANT TO ITS AUTHORITY AS SET FORTH IN THE PUBLIC AGENCY COORDINATION AGREEMENT CANYON HIGHWAY DISTRICT NO. 4 AND THE CITY OF STAR DATED JUNE 6TH, 2007.

BY: RICK YOUNGBLOOD, CHAIRMAN

12/27/18
DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO HEREBY APPROVE THIS PLAT

STAR CITY ENGINEER

PE #11621

1/31/19
DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, CANYON COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 15TH DAY OF January, 2019, THIS PLAT WAS ACCEPTED AND APPROVED.

CITY CLERK, STAR, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT IN ACCORDANCE WITH IDAHO CODE, TITLE 50, CHAPTER 13 RELATING TO PLATS AND VACATIONS.

PLS 9366
COUNTY SURVEYOR

01-03-19
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.50-1308 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.

Tracie Lloyd
COUNTY TREASURER
by: Ca. Dunkin

2-14-19
DATE

TREASURER'S SEAL CORPORATE SEAL OF CANYON COUNTY, IDAHO

PROFESSIONAL LAND SURVEYOR LICENSED 11779 STATE OF IDAHO CODY M. McCAMMON 12/10/18

BK 48 Pg 12

JOB NO. 18-016
SHEET 14 OF 14

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

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EXHIBIT B

Stormwater Operation and Maintenance Manual

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RIVER RANCH SUBDIVISION NO. 1 & 2

STORM WATER
OPERATION AND MAINTENANCE
MANUAL

AUGUST, 2007

RIVERIDGE
ENGINEERING
COMPANY

3046 S. BOWN WAY BOISE, IDAHO 83706
PH: (208) 344-1180 FAX: (208) 344-1182

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TABLE OF CONTENTS

Operation & Maintenance Responsibilities for Storm Drainage Facilities 1
- Summary 1
- Resident Notification 1
- Site Description 1
- Facility Design 2
- Safety Information 2
- Best Management Practices 4
- Additional Information 4

Inspection 4
- Summary 4
- Frequency 5

Maintenance 7
- General 7
- Agency Coordination 7
- Scope of Work – Routine Maintenance 8
- Scope of Work – Non-routine Maintenance 8

Inspection Record and Maintenance Report Forms 9
- General 9
- Inspection 9
- Maintenance 9

Appendix A - Storm Water Inspection and Maintenance Guides

Appendix B - River Ranch Subdivision No. 1 & 2 Storm Water Facility Map

Appendix C - River Ranch Subdivision No. 1 & 2 Storm Water Facilities Inspection Record

Appendix D – River Ranch Subdivision No. 1 & 2 Storm Water Facilities Observation Well Inspection Record

Appendix E - River Ranch Subdivision No. 1 & 2 Storm Water Facilities Maintenance Report

Appendix F - Engineering Construction Drawings

Appendix G - Boise Public Works "StormWater Operation & Maintenance A Resource Guide"

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OPERATION & MAINTENANCE RESPONSIBILITIES FOR STORM DRAINAGE FACILITIES

Summary

This manual outlines the responsibilities and duties to be performed by the River Ranch Home Owners Association (RRHOA) for the operation and/or maintenance of the storm water facilities within the River Ranch Subdivision, located in Star, Idaho. These facilities include conveyance pipes, catch basins, manholes, diversion boxes, infiltration\drainage facilities, and vegetated swales. The purpose of these facilities is to collect, convey and treat the storm water runoff from the subdivision.

The storm water drainage facilities to be maintained by the RRHOA are located outside the public right-of-way, within common lots or drainage easements. To mitigate problems with the system as a whole, inspections of the entire system, both inside and outside the right-of-way, should be conducted by the RRHOA at the frequencies specified in this document. If maintenance of structures and/or pipes within the right-of-way require maintenance contact Canyon Highway District No. 4 (CHD No. 4) @ 454-8135 and provide them a copy of the inspection report. Maintenance of facilities located with the right-of-way is the responsibility of CHD No. 4. No work shall be conducted within the right-of-way without obtaining a permit from the CHD No. 4.

The RRHOA shall record all inspections and maintenance performed on the storm drain facilities. Forms to record this information are included in Appendix C through E of this document. These forms shall be filled out by the inspector detailing the inspections performed, findings of the inspections, required maintenance actions, and maintenance performed. These reports shall be kept with this manual.

Resident Notification

Annually the RRHOA shall notify the residents of the subdivision that the storm drain system is operated and maintained from the RRHOA funds. They should be notified of the Best Management Practices (BMP's), listed in this document and the importance of following the BMP's.

Site Description

The attached "River Ranch No. 1 & 2 Storm Water Facility Map" located in Appendix B, details the storm drainage facilities within the project site. Storm drainage is directed to low points on the site via concrete curb and gutter and valley gutters. The low points convey the storm water from the lots and roadways to either sand filters, vegetated swales or an infiltration bed for water quality treatment. Conveyance from the roadways to the treatment facilities is via curb opening inlets, catch basins, manholes and pipe networks.

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Delineated wetlands exist within the "slough" area. The limits of the wetlands are defined on the final plat. Any work within the wetlands shall be coordinated with the U.S. Army Corps of Engineers.

Facility Design

General: The as-built construction drawings for the storm water facilities are located in Appendix F of this document. The Inspector shall become familiar with the features/elements of the facilities prior to conducting inspections.

Catch Basins: All catch basins have a sump to provide additional sediment capture.

Manholes: All manholes have a sump to provide additional sediment capture.

Sand Filters (SF): The sand filters are designed to treat/infiltrate, at a minimum, 1/3 of the 2 year 24 hour event. The design storm will infiltrate into the ground through a layer of sand. Flows exceeding the design storm will overflow into the adjoining ponds or slough.

Infiltration Bed (IB): The infiltration bed, located on Lot 2, Block 2, is designed to treat/infiltrate the 1 hour, 2 year storm event. The design storm will infiltrate through a sand layer into the ground. Flows exceeding the design storm will over flow into a pipe network to the pond located in Lot 1, Block 3.

Monitoring/Observation Wells: Montoring/observation wells are located in the infiltration bed and at the ends of the sand filters. These are used to monitor the rate of infiltration of the facilities.

Vegetated Swales (VS): The vegetated swales treat, at a minimum, 1/3 of the 2 year 24 hour event. Storm water to be treated by the vegetated swales will first enter a diversion box where flows up to 1/3 of the 2 year 24 hour event will be diverted to the vegetated swale through an orifice in the diversion box. Flow exceeding the design storm will discharge directly to the pond. There are 2 vegetated swales. Both are located on the clubhouse lot (lot 4, Block 3).

Safety Information

Inspections: The inspector should have the proper safety equipment (heavy duty gloves, steel-toe boots, first aid kits, for example).

- Never enter a confined space unless you have proper Occupational Health and Safety Administration (OSHA) training. Do not enter any confined space until the atmosphere has been checked and proper safety equipment is worn or erected.

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- Avoid entering structures without another individual present. If the structural strength of a pipe, conduit or structure is questionable do not enter the pipe or conduit.

- Check the ventilation in the storm water system before using any ignitable materials. Some storm water systems may have poor ventilation, posing a safety risk to the inspector if the vapor comes in contact with an open flame. Also, be sure to allow the storm water system to vent for a period of time if a peculiar odor is present.

- Wear gloves to avoid injury due to cuts, abrasions or contact with pollutants.

- Lift manhole covers or other structural covers carefully and correctly to avoid back injury. These items can be very heavy and can be slippery if wet.

- Check the water depth of the system before stepping into the water. Water may be deeper than you think or there may be steep slopes below the water line.

- Check for poisonous plants when inspecting ponds or other large storm water systems. Inform the individual who will perform the maintenance that these plants are present.

Maintenance: All maintenance work needs to be done in accordance with OSHA regulations. Maintenance personnel will have the proper safety equipment (heavy duty gloves, steel-toe boots, first aid kits, for example) and training prior to performing any maintenance on a storm water system.

- Equipment should be operated safely and in accordance with manufacturers specifications. Equipment operators should be aware of site personnel at all times to avoid causing injury to others.

- Utility companies should be contacted before excavating a site. Underground utility wires may be present. Excavated areas that cannot be filled in at the end of the day should be covered or clearly marked to alert site employees of the potential risk.

- Areas where removed sediment or wastes will be disposed should be identified prior to cleaning the storm water system. Use shovels, trowels, or a high-suction vacuum to remove wastes.

- Sediment or waste should not be cleaned out with bare hands. The sediment or waste may be hazardous. Place the sediment or waste in an area where it cannot be washed into a storm drain or water body.

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- Gloves should be worn if any mechanical parts or structural components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.

- Caution should be taken when mowing any areas, which by design, have steep slopes.

Best Management Practices

The following Best Management Practices (BMPs) will keep pollutants out of the storm water runoff. These BMPs are also known as source controls and were selected from recommendations in the Catalog of Stormwater Best Management Practices for Idaho Cities and Counties. Ensuring these source controls are followed is the responsibility of the RRHOA. These BMPs include the following:

- Lawn chemicals, such as fertilizers and pesticides, will be used in accordance with manufacturer's recommendations and will be used only when less toxic ways to control insects or weeds are not effective.
- Dirt, grass, and other materials will be kept out of the street so they do not wash into a storm drain when it rains.
- Materials stored outdoors will be covered.
- Leaves and other yard debris will be kept out of the street to avoid clogging storm drains.
- Homeowners will be responsible for the proper handling and disposal of home and vehicle maintenance products so that these products will not enter the storm drain system.

Additional Information

Appendix G, "Boise Public Works Storm Water Operation & Maintenance Guide" includes additional information relating to storm water operation and maintenance as well as examples of inspection and maintenance reports. The Inspectors should review this document prior to conducting inspections.

INSPECTION

Summary:

The RRHOA is responsible for the inspection the storm water facilities within the River Ranch No. 1 & 2 Subdivision. Refer to Appendix A, "Storm Water Inspection and Maintenance Guides", for inspection requirements. Record all observations and required actions on the included "Inspection Record" forms found in Appendix C. Record forms shall be kept with this document.

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Frequency:

Sand and grease traps (OM-7 Oil/Water Separator)

Prior to and for the first year after completion of home construction within the subdivision, the sand and grease traps should be monitored after every large storm event (greater than 1 inch in 24 hours). In addition, during the period from October 1 to April 15, inspections should be conducted monthly. From April 16 through September 30, the facility should be monitored on a quarterly basis.

Once build out of the subdivision is complete and the performance characteristics of the structures have been verified, the monitoring schedule can be reduced to twice annually unless the performance data indicate that a more frequent schedule is required.

Storm Drain Manholes & Catch Basins (OM-9 Catch Basin)

Inspect storm drain manholes and catch basins quarterly. In addition, inspect if ponding is observed in the roadways.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced to an annual basis unless the performance data indicate that a more frequent schedule is required.

Pipes (OM-10 Pipes)

Inspect the pipes quarterly. In addition, inspect if ponding is observed in the roadways.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced to an annual basis unless the performance data indicate that a more frequent schedule is required.

Sand Filter (OM-6 Sand Filters)

For the first year after completion of construction, the sand filter should be monitored after every large storm (greater than 1 inch in 24 hours), and during the period from October 1 to April 15, inspections should be conducted monthly. From April 16 through September 30, the facility should be monitored on a quarterly basis.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced to twice annually unless the performance data indicate that a more frequent schedule is required.

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Infiltration Bed (OM-2 Infiltration)

For the first year after completion of construction, the infiltration bed should be monitored after every large storm (greater than 1 inch in 24 hours), and during the period from October 1 to April 15, inspections should be conducted monthly. From April 16 through September 30, the facility should be monitored on a quarterly basis.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced to an annual basis unless the performance data indicate that a more frequent schedule is required.

Observation Wells

Use the "Observation Well Inspection Record" located in Appendix D and is used to determine and record the rate of infiltration of the facility. Record forms shall be kept with this document.

For the first year after completion of construction, the well should be monitored after every large storm (greater than 1 inch in 24 hours), and during the period from October 1 to April 15, inspections should be conducted monthly. From April 16 through September 30, the facility should be monitored on a quarterly basis.

Allow a minimum of 6 hours to pass between the recording of the initial water depth and the second water depth reading.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced to an annual basis unless the performance data indicate that a more frequent schedule is required.

Vegetated Swales (OM-4 Vegetated Swales)

Vegetated swales shall be inspected monthly.

Once the performance characteristics of the structure have been verified, the monitoring schedule can be reduced, unless the performance data indicate that a more frequent schedule is required.

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MAINTENANCE

General

The RRHOA is responsible for maintenance of the storm water facilities. All maintenance performed shall be recorded on the included "Maintenance Report" forms located in Appendix E of this manual. These reports shall be kept with this document.

If structures and/or pipes within the right-of-way require maintenance contact Canyon Highway District No. 4 (CHD No. 4) @ 454-8135. Provide CHD No. 4 a copy of the inspection report. All work within the right-of-way will be performed by CHD No. 4.

Additions to any portions of the storm water facilities, such as park benches, additional landscaping, etc., shall be considered temporary and may be removed if obstructing required maintenance. Replacement of removed additions will be the responsibility of the RRHOA.

Materials removed during maintenance shall be disposed of at a local county landfill in accordance with current county regulations.

Agency Coordination

You may need to obtain permits from the federal, state or local agencies to conduct storm water maintenance activities. The following permits may be required:

- **404 Permit and a Stream Channel Alteration Permit –** A 404 (dredge and fill) permit is required if you remove sediment and vegetation from a wetland that meets the legal definition of a jurisdictional wetland. The U.S. Army Corps of Engineers (Corps) also requires a 404 permit to place fill (soil) in any water body considered "waters of the United States". The Idaho Department of Water Resources requires a Stream Channel Alteration permit for any work below the high water mark in water bodies classified as "waters of the State".

- **Grading Permit –** If excavation will be performed, coordinate with Canyon County Development Services to determine if a grading permit is required.

- **Dewatering Permit –** If dewatering to the storm drain system within the right-of-way is required contact the Canyon Highway District No. 4 to determine if a permit is required.

- **Short Term Activity Exemption –** If dewatering either to or from the on-site ponds is required contact the Idaho Division of Environmental Quality to determine if a short term activity exemption is required.

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- **Land Application Permit –** If dewatering to land is required, contact the Idaho Division of Environmental Quality to determine if a land application permit is required.

Scope of Work – Routine Maintenance

Materials removed during the routine maintenance of the surface drainage features is expected to consist of wind-blown trash, debris, weeds and normal household wastes.

The routine maintenance is expected to consist primarily of:

Mowing and Landscape Maintenance: The RRHOA shall perform the normal routine surface maintenance such as mowing the lawn, weed control, and ensuring proper irrigation of landscaping and lawn areas.

Trash Cleanup: During the periodic inspections, any trash/obstructions found within the storm water facilities shall be collected and disposed of, off-site in an appropriate manner.

Sediment removal: Sediment built up in sand and grease traps shall be removed and disposed of, off-site in an appropriate manner.

Scope of Work – Non-routine Maintenance

Non-routine maintenance shall consist primarily of repair and/or replacement of storm water facilities located outside the right-of-way. Repair and/or replacement may be due to excessive sedimentation and/or debris accumulation within the facilities, vandalism, illegal and/or accidental dumping into the system. All of which, may hinder the water quality performance or reduce the capacity of the storm water facilities and conveyance systems.

If repair and/or replacement of a storm drain structure/facility is required, construction shall comply with the Engineers construction drawings located in Appendix F.

If a spill occurs, isolate the spill to keep it from reaching other water bodies (including groundwater). If possible, try and "plug" storm water system flow control points, such as outlet pipes and orifices, to help isolate the spill. Purchase spill kits and keep them onsite in areas easily accessible by maintenance personnel. If the spill consists of flammable or hazardous materials, call the Star Joint Fire Protection District at 286-7772 or dial 911 for assistance.

The owner of the storm water system is responsible for cleaning the spill and disposing of the waste properly. Contact CHD No. 4 if the spill occurs within the roadway. If the spill contains hazardous materials, then you may want to contact

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an environmental consultant who specializes in spill containment, cleanup, and disposal. These consultants are listed in the Yellow Pages under Environmental Services.

INSPECTION RECORD AND MAINTENANCE REPORT FORMS

General

Inspection and Maintenance forms are located in the Appendixes. Record all pertinent information in the spaces provided including, Inspector's Name, Date & Time, and Weather Conditions.

Two copies of each form are provided in this document. The inspector/RRHOA will be required to copy these forms for future use.

Examples of Inspection and Maintenance Reports are included in the Boise Public Works, "Storm Water Operation and Maintenance – A Resource Guide", document located in Appendix G.

Inspection

Appendix C contains the "River Ranch Subdivision No. 1 & 2 Storm Water Facilities Inspection Record" form. Each structure, pipe and facility that requires inspection is listed under the "Systems" column and correlates to the structure labels on the "Storm Water Facility Map" located in appendix B.

In the Observations (Condition) column, record observations. Record any concerns or problems observed or note that structures/facilities are in conformance. Under the Required Action column record what action is needed to mitigate any issues. For example, if a sand and grease trap has a sedimentation accumulation exceeding 1' in depth, you could write "Remove sediment deposits from SG # and dispose of properly."

Appendix D contains the "River Ranch Subdivision No. 1 & 2 Storm Water Facilities Observation Well Inspection Record" form. After a rain event, measure the depth from the top of the monitoring well to the water level in the well. Record the time and depth. Allow a minimum of 6 hours to pass between the initial recording and the second recording. Calculate the "Rate of Dewatering".

Maintenance

Appendix E contains the "River Ranch Subdivision No. 1 & 2 Storm Water Facilities Maintenance Report" form. Record all maintenance activities referencing the structure/facility per the "Storm Water Facility Map". Include a description of the work performed, completion dates, contractors used, time

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needed, and costs. Recording theses items will be useful in planning future maintenance activities and anticipating associated costs.

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APPENDIX A
STORM WATER INSPECTION & MAINTENANCE GUIDES

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APPENDIX B
RIVER RANCH SUBDIVISION NO. 1&2
STORM WATER FACILITY MAP

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APPENDIX C
RIVER RANCH SUBDIVISION NO. 1 & 2
STORM WATER FACILITIES INSPECTION RECORD

River Ranch Subdivision No. 1 & 2 Storm Water Facilities
Inspection Record

Inspector's Name:_____ Date & Time:_____ Weather Conditions:_____

Systems	Observations (Condition)	Required Action
• CB #1 • PIPE • CB #2 • PIPE • SG #1 • PIPE • SF #2 • OP #2		
• CB #3 • PIPE • CB #4 • PIPE • SDMH #1 • PIPE • CB #F • PIPE • CB #E • PIPE • SG #15 • PIPE • SDMH #2 • PIPE • IB #1 • PIPE • SDMH #3 • PIPE • SDMH #3A • PIPE • SDMH #4 • PIPE • SDMH #5 • PIPE TO POND		

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River Ranch Subdivision No. 1 & 2 Storm Water Facilities
Inspection Record

Inspector's Name:_____ Date & Time:_____ Weather Conditions:_____

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Systems	Observations (Condition)	Required Action
• CB #5 • PIPE • CB #6 • PIPE • CB #7 • PIPE • SDMH # 6 • PIPE • SG #2 • PIPE • DB #2 • PIPE TO VS #2 • VS #2 • PIPE TO POND		
• CB #A • PIPE • CB #B • PIPE • SDMH #7 • PIPE • SDMH #8 • PIPE • SG #14 • PIPE • DB #3 • PIPE TO VS #3 • VS #3 • PIPE FROM DB # 3 TO SDMH #9 • SDMH #9 • PIPE TO POND		

River Ranch Subdivision No. 1 & 2 Storm Water Facilities
Inspection Record

Inspector's Name:_____ Date & Time:_____ Weather Conditions:_____

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Systems	Observations (Condition)	Required Action
• COI #18 • SG #8 • PIPE • SF #8		
• COI #9 • SG #3 • PIPE • SF #3		
• COI #20 • SG #9 • PIPE • SF #9		
• COI #10 • SG #4 • PIPE • SF #4		
• COI #22 • SG #13 • PIPE • SF #13		
• COI #24 • SG #10 • PIPE • SF #10		

River Ranch Subdivision No. 1 & 2 Storm Water Facilities
Inspection Record

Inspector's Name:_____ Date & Time:_____ Weather Conditions:_____

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Systems	Observations (Condition)	Required Action
• COI #26 • SG #11 • PIPE • SF #11		
• COI #13 • SG #5 • PIPE • SF #5		
• COI #15 • SG #6 • PIPE • SF #6		
• COI #17 • SG #7 • PIPE • SF #7		
• OTHER		

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APPENDIX E
RIVER RANCH SUBDIVISION NO. 1 & 2
STORM WATER FACILITIES MAINTENANCE REPORT

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APPENDIX D
RIVER RANCH SUBDIVISION NO. 1 & 2
STORM WATER FACILITIES OBSERVATION WELL
INSPECTION RECORD

River Ranch Subdivision No. 1 & 2 Storm Water Facilities
Observation Well Inspection Record

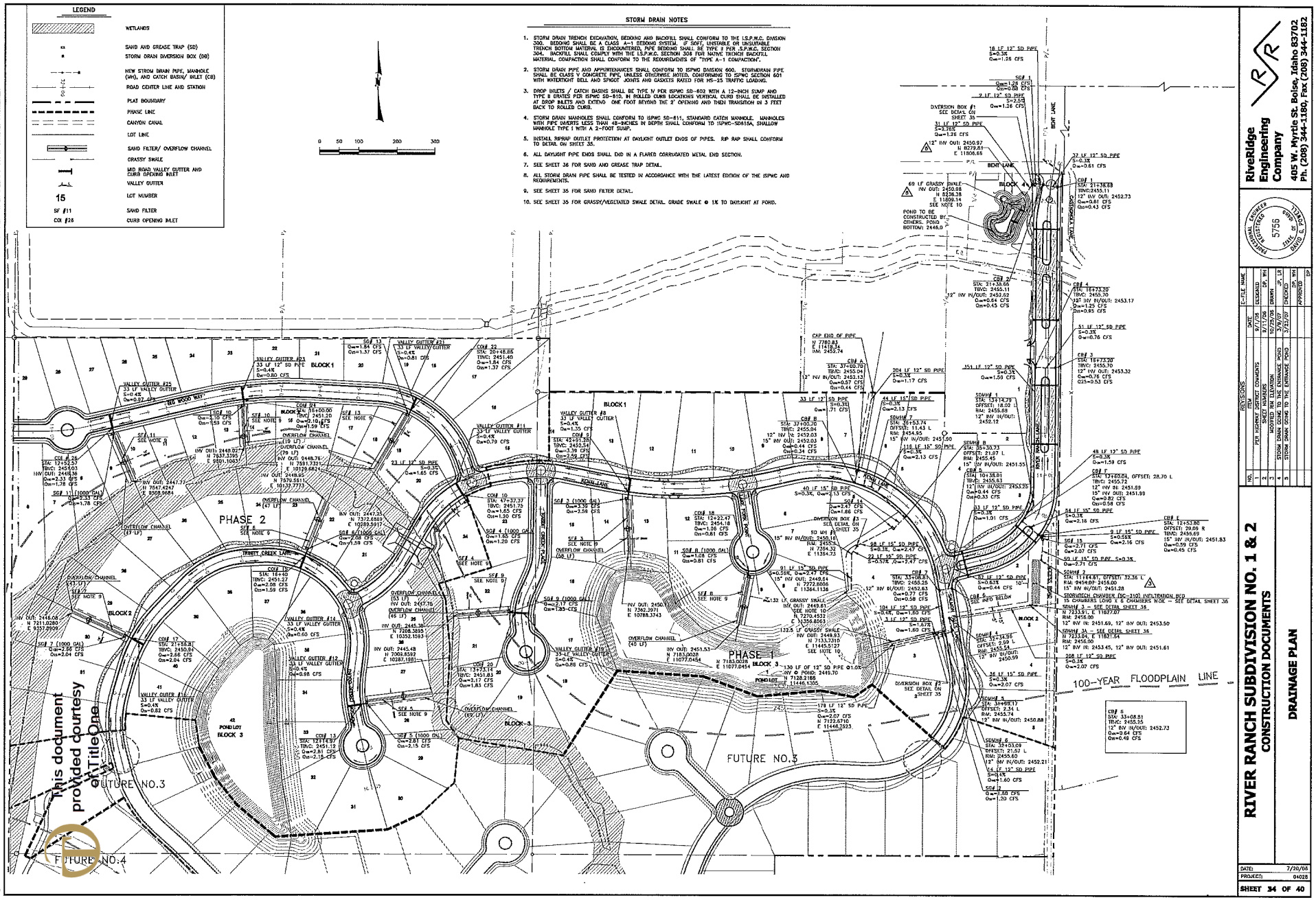
Inspector's Name:_____ Date:_____ Weather Conditions:_____

Sand Filter / Infiltration Bed	Initial Depth (Inches) Measurement from top of well pipe to water level	Initial Time	Second Depth (Inches) Measurement from top of well pipe to water level	Second Time	Total Time (Hours)	Rate of Dewatering = (Initial Depth – Second Depth/ Total Time) (Inches / Hour)
SF #2						
SF #3						
SF #4						
SF #5						
SF #6						
SF #7						
SF #8						
SF #9						
SF #10						
SF #11						
SF #13						
IB #1						

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APPENDIX F
ENGINEERING CONSTRUCTION DRAWINGS



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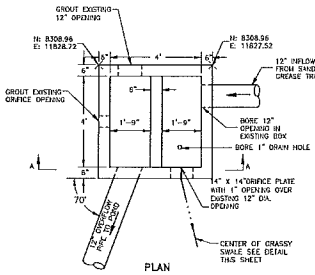
RiveRidge Engineering Company
405 W. Myrtle St. Boise, Idaho 83702
Ph. (208) 344-1180, Fax (208) 344-1182

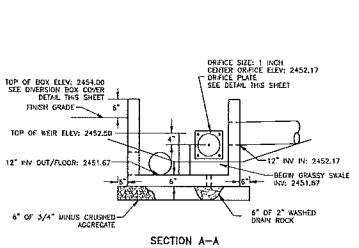
PROFESSIONAL ENGINEER 5756 STATE OF IDAHO REGISTERED

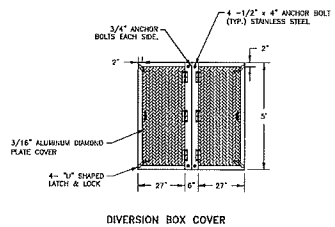
NO.	REVISIONS	DATE	C-FILE NAME
1	PER HIGHWAY DISTRICT COMMENTS	9/7/06	DESIGNED DP, WH
2	SHEET NUMBERS	9/11/06	
3	ADJUSTED ISA ELEVATION	10/25/06	DRAWN DP, LR
4	STORM DRAIN ROUTE TO THE ENTRANCE POND	3/26/07	CHECKED DP, WH
5	STORM DRAIN ROUTE TO THE ENTRANCE POND	7/20/07	APPROVED DP

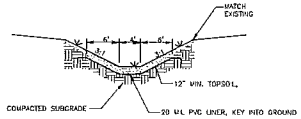
RIVER RANCH SUBDIVISION NO. 1 & 2
CONSTRUCTION DOCUMENTS
DRAINAGE PLAN

DATE: 7/20/06
PROJECT: 04028





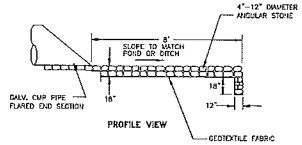




GRASSY/VEGETATED SWALE DITCH

NTS

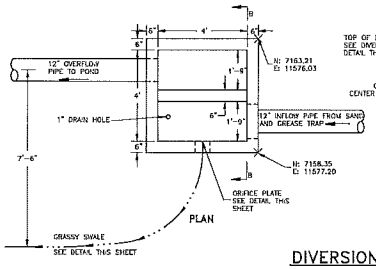
*GRASSY SWALE TO BE CONSTRUCTED BY LANDSCAPER.

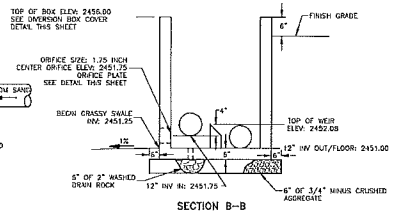


RIPRAP OUTLET PROTECTION

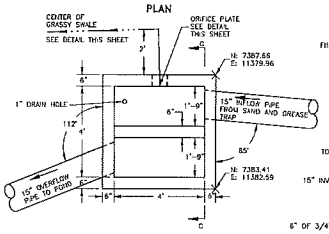
- NTS -

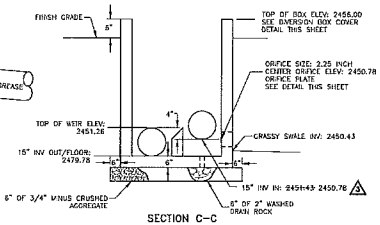
⚠ DIVERSION BOX #1





DIVERSION BOX #2

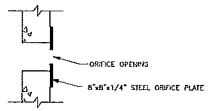


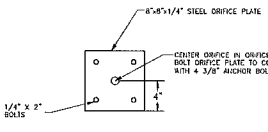


DIVERSION BOX #3

DIVERSION BOX WITH SAND & GREASE TRAP AND GRASSY SWALE

NO SCALE





LEGEND

1. 1-26"W24"L 1/2"T STEEL TRENCH COVER (DIAMOND PLATED)
2. 1" X 1" ANGLE IRON
3. CONCRETE SIDEWALK, SEE SD-709
4. 6" VERTICAL CURB AND GUTTER, SEE SD-701
5. 1/2" EXPANSION JOINT (PREFORMED EXPANSION JOINT MATERIAL, CONFORMING TO AASHTO M213
6. #3 BARS AT 12" O.C.
7. #4 BARS, 24" LONG, CONNECT CENTER OF BAR TO ANGLE IRON WITH AND BEND EACH END 45° ANGLE, SPACED @ 24" O.C.
8. #3 BAR (TYP).
9. 4-INCHES COMPACTED DEPTH OF 3/4" MINUS CRUSHED AGGREGATE BASE MATERIAL, COMPACTED TO EXCEED 95% OF STANDARD PROCTOR.
10. CONCRETE CL 4000.
11. PAVEMENT SURFACE.
12. SAND/GREASE TRAP, SEE SHEET 38
13. 3/8" STAINLESS STEEL BOLTS.
14. 3/8" STAINLESS STEEL NUTS, TACK WELD TO ANGLE IRON @ 12" O.C.
15. ACCEPTABLE CONSTRUCTION JOINT LOCATION.
16. 3" ROLLED CURB AND GUTTER.
17. VALLEY GUTTER.

NOTES:

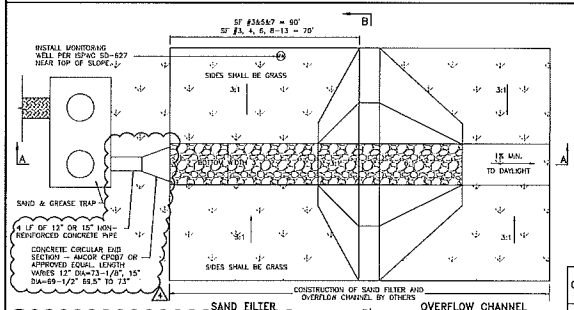
A. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH I.S.P.W.C. SPECIFICATIONS.

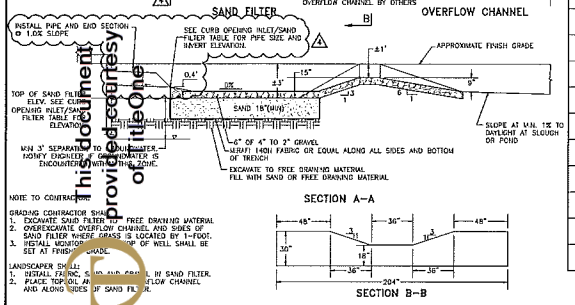
B. BACKFILL AS PER SECTION-708 OF THE ISPWC.

C. ALL REINFORCING SHALL BE GRADE 60.

D. TROWL SMOOTH TROUGH FLOOR AND WALLS. EXPOSED SURFACE TO MATCH ADJACENT SIDEWALK AND CURB FINISH.

E. SEE SHEET 38 FOR SAND AND GREASE TRAP DETAIL.





NOTE TO CONTRACTOR:

GRADING CONTRACTOR SHALL:
1. EXCAVATE SAND FILTER TO FREE DRAINING MATERIAL
2. OVEREXCAVATE OVERFLOW CHANNEL AND SIDES OF SAND FILTER WHERE GRASS IS LOCATED BY 1-FOOT.
3. INSTALL MONITORING WELL. TOP OF WELL SHALL BE SET AT FINISH GRADE.

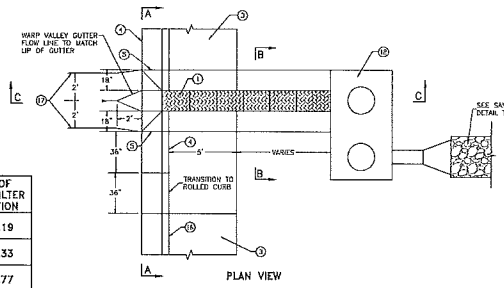
LANDSCAPER SHALL:
1. INSTALL FABRIC, SOD AND GRAVEL IN SAND FILTER.
2. PLACE TOPSOIL AND SEED OVERFLOW CHANNEL AND ALONG SIDES OF SAND FILTER.

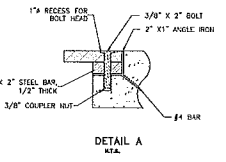
SAND FILLTER

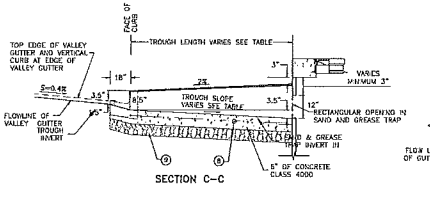
NO SCALE

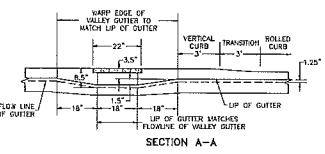
CURB OPENING INLET/SAND FILTER TABLE

COI #	SG #	TROUGH LENGTH	TBVC ELEV	TROUGH INVERT	S & G TRAP INVERT IN	TROUGH SLOPE	PIPE SIZE & INVERT	TOP OF SAND FILTER ELEVATION
9	3	14'	2452.54	2451.83	2451.54	2.07%	15" 2451.09	2450.19
10	4	16'	2451.75	2451.04	2450.75	1.81%	15" 2450.30	2449.33
13	5	12'	2451.12	2450.41	2450.12	2.42%	15" 2449.67	2448.77
15	6	16'	2451.27	2450.56	2450.27	1.81%	15" 2449.82	2448.92
17	7	16'	2450.94	2450.23	2449.94	1.81%	15" 2449.49	2448.59
18	8	12'	2454.18	2453.47	2453.18	2.42%	15" 2452.73	2451.83
20	9	12'	2451.83	2451.12	2450.83	2.42%	15" 2450.38	2449.48
22	13	12'	2451.40	2450.69	2450.40	2.42%	15" 2449.95	2449.05
24	10	12'	2451.20	2450.49	2450.20	2.42%	15" 2449.75	2448.85
26	11	12'	2451.03	2450.32	2450.03	2.42%	15" 2449.58	2448.68









CURB OPENING INLET

NO SCALE

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RiveRidge Engineering Company
405 W. Myrtle St. Boise, Idaho 83702
Ph. (208) 344-1180, Fax (208) 344-1182

PROFESSIONAL ENGINEER REGISTERED 5756 STATE OF IDAHO

REVISIONS						
NO.	E-FILE NAME: DRAWING BOARD	DATE	DR.	CH.	APP.	DP
1	PER HIGHWAY DISTRICT COMMENTS	9/4/08	DR. WH			
2	SHEET NUMBERS	9/11/08	DR. WH			
3	MODIFIED INVERT	10/25/08	DRAWN	DP, LR		
4	MODIFIED SAND GREASE TRAP	3/27/07				
5	MODIFIED DIVERSION BOX #1	7/20/07	CHECKED	DP, WH		
			APPROVED			

RIVER RANCH SUBDIVISION NO. 1 & 2
CONSTRUCTION DOCUMENTS

DRAINAGE DETAILS

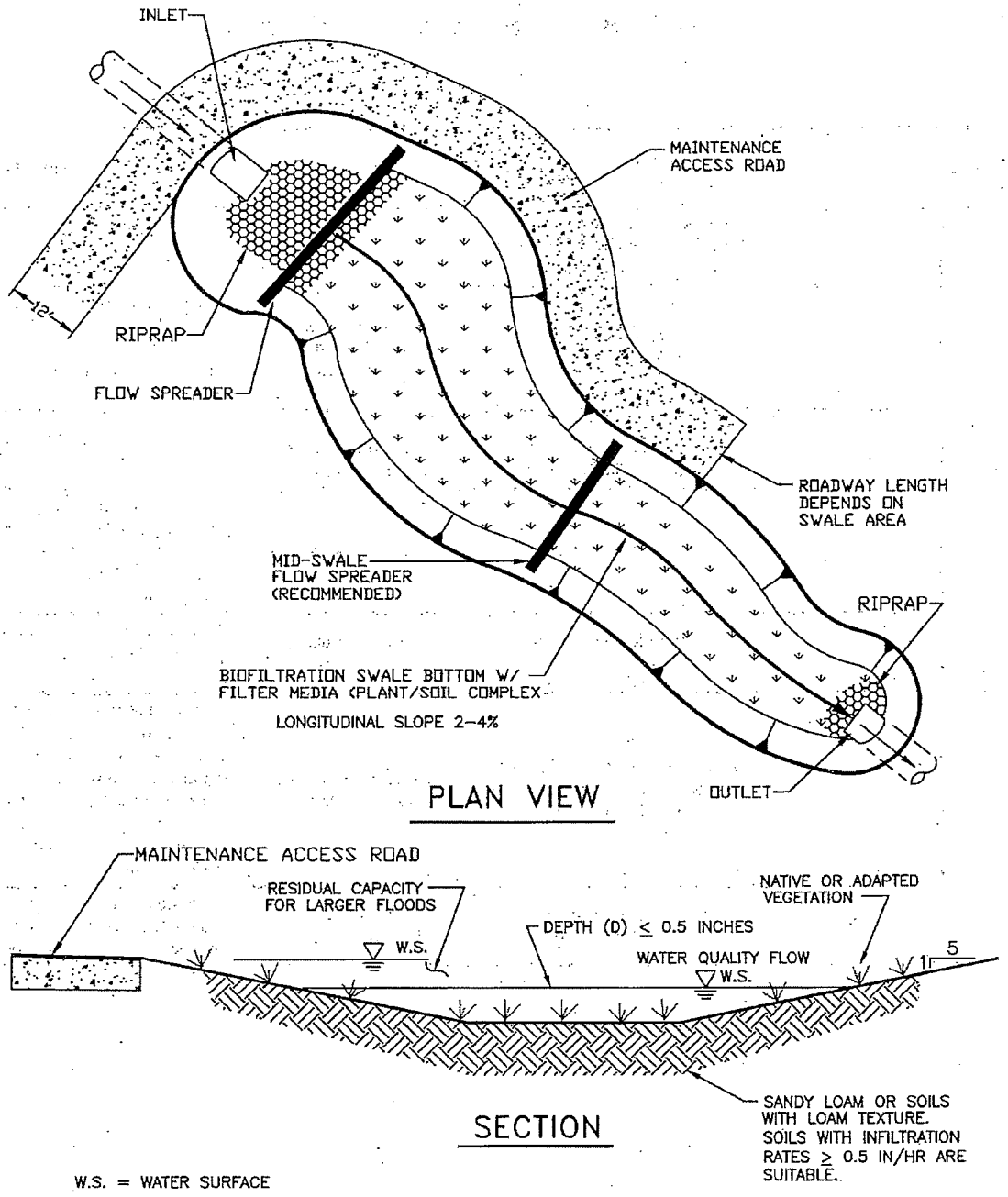
DATE: 7/20/08
PROJECT: 04028

SHEET 35 OF 40

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APPENDIX G
STORMWATER SYSTEM OPERATION & MAINTENANCE HANDBOOK

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Vegetated Swale

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OM-4 Vegetated Swales

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in pond	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		grass is taller than 10"	overgrown vegetation	Mow grass regularly. Grass should be mowed to a height of 4-9" for best storm water control. Avoid over-applying fertilizers. Excessive fertilizer application may compound water quality problems.
		accumulated sediment exceeds 2" in depth	sediment buildup on grass	Remove sediment so that no deposits remain on the buffer strip. Dispose of sediment properly.
		poisonous or noxious vegetation that is a potential hazard to the public is present	poisonous or noxious weed infestations	Remove poisonous or noxious vegetation either by digging up or hand-pulling the weeds. Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. Of Agriculture regarding appropriate methods for controlling weeds. Re-seed to original design specifications.
		presence of standing water in swale or flow velocity is slow and water becomes stagnant	inadequate swale grade	Conduct a survey to check grades. Swale grades need to be between 2-4%. If the grades are less than 2%, re-grade, and re-seed the swale.
Side slopes/bottom of swale		slope has areas where erosion is at least 2" deep and there is potential for further erosion	soil erosion	Eliminate causes of erosion, if possible. If it isn't possible, use erosion and sedimentation control best management practices (BMPs) listed in the Boise Storm Water BMP Guidebook.
		swale shows signs of active erosion; bottom of swale is scoured	high flow velocity flow channelization	Re-grade and re-seed swale to original design specification. Install a rectangular weir to spread out the flow, if necessary. Overseed bare spots.
Inlet/outlet pipe		storm water is not flowing into or out of the swale; water is puddling near the pipe	clogged pipe	Clean sediment and debris from inlet or outlet pipe. See OM-10 , Pipes, for more information.

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OM-6 Sand Filters

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present on sand filter bed	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		sediment accumulation exceeds 1/2" in depth	sediment buildup on grass layer (if applicable)	Remove sediment so that no deposits remain on the grass layer of the sand filter. Dispose of sediment properly
		concentrated water flow occurs over the sand filter	clogged or damaged weir	Clean or repair weir to that water flow is uniform across the sand filter.
		grass is taller than 6"; weeds begin to invade the filter	overgrown vegetation or nuisance weeds	Mow grass regularly. Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agricultural regarding methods for controlling weeds.
		standing water around sand filter is present	clogged or damaged pipes	Repair or replace parts as needed.
		bare soil beneath the rock is visible	rock pad is missing or out of place	Replace or rebuild the rock pad to design specifications.
		slope has areas where erosion is at least 2" deep and there is potential for further erosion	soil erosion	Eliminate causes of erosion, if possible. If it isn't possible, use erosion and sedimentation control best management practices (BMPs) listed in the Boise Storm Water BMP Guidebook.
Sand filter media		water drawdown through sand filter takes longer than 24 hours; waterflow bypasses sand filter; or, concentrated water flow occurs over the sand filter	clogged sand filter media	Replace the top 6"-12" of sand media. Use a flat shovel to remove the sand. May require replacement of entire sand filter section. OR Replace sand filter media so that the flow and percolation of water through and across the sand filter is uniform.
Below ground vault (if applicable)		sediment accumulation exceeds 1/2" in depth on sand media section	excessive sediment	Vactor or shovel out sediment deposits on sand filter. Dispose of sediment properly.
		sediment accumulation exceeds 6" in depth in vault	excessive sediment	Vactor or shovel out sediment deposits in the first chamber of the vault and dispose of properly.
		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.
Inlet/outlet pipe		drain pipes become clogged with sediment or debris	excessive sediment	Vactor or shovel out sediment or debris. You can also use a high pressure hose to clean out sediment or debris. See OM-10, Pipes, for more information.
Underdrain pipe		pipe is damaged, broken, cracked, or corroded	defective pipe	See OM-10, Pipes, for more information.
		sediment accumulation impedes water flow	excessive sediment	Remove sediment from pipe and dispose of properly. Repair or replace pipe to design specifications.
Trash rack		debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris and dispose of waste properly.
Cover crop		cover crop appears very dry or dead	cover crop lack water	Irrigate cover crop regularly during dry seasons or periods of drought.

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OM-7 Oil/Water Separator

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
Conventional gravity separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.
			damaged baffle	Check baffle integrity. If damaged, repair or replace to design specifications.
			incorrectly designed	Contact the design engineer to check if the system is appropriately sized for the drainage basin. if it isn't, then upgrade system with an additional or larger separator.
		sediment accumulation exceeds 1' in bottom of vault	excessive sediment	Vactor or shovel out sediment. Dispose of sediment properly.
		standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vactor or shovel out sediment. Dispose of sediment properly.
		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault or inlet/outlet pipes	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet pipes. Dispose of wastes properly.
		oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vactor or manually remove oil from water surface. Dispose of waste properly.
		pipes broken or damage; cracks in pipe are wider than 1/4" at the joint	damaged inlet/outlet pipes	Replace pipe or repair to original design specifications.
		cover cannot be opened; cover is corroded or damaged	defective access cover	Repair or replace cover to original design specifications.
		cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.
		baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications
Coalescing plate separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.
			damaged coalescing plate	Check coalescing plate integrity. If damaged, repair or replace to design specifications.
		sediment accumulation exceeds 1' in depth in vault	excessive sediment	Vactor or shovel out sediment deposits on vault bottom. Dispose of sediment properly.
		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.
		oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vactor or manually remove oil from water surface. Dispose of waste properly.
		pipes are broken or damaged; pipe has cracks wider than 1/4" at the joint	damaged inlet/outlet pipe	Replace or repair pipe to original specifications.
		standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vactor or shovel out sediment. Dispose of sediment properly.
		baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications
		cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.

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OM-10 Pipes

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		vegetation is impeding water flow	overgrown vegetation	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for infomation on appropriate cleaning methods for your type of drainage system.
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

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OM-9 Catch Basins

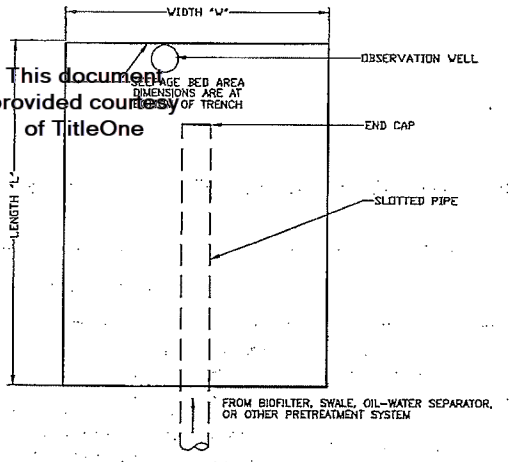
Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
		frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
		propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
		top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
		corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
		catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		catch basin has settle more than1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes		trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
		piping has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
		vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

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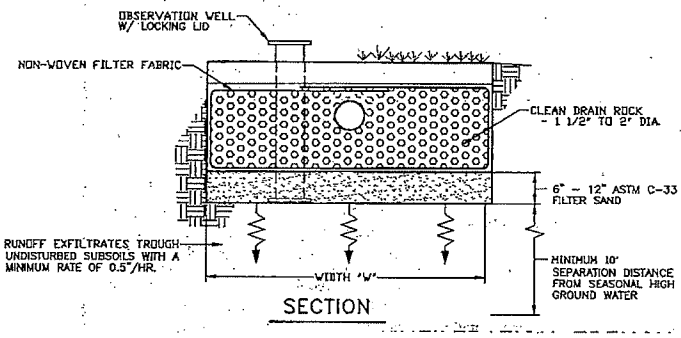
OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly
			pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information

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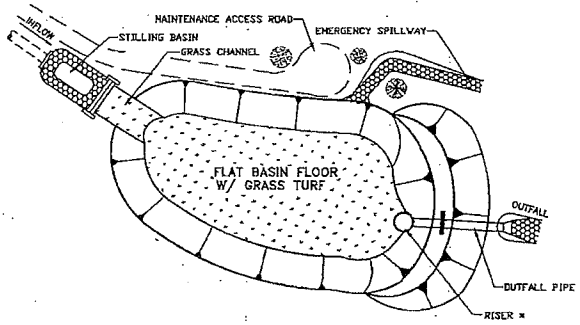


PLAN VIEW



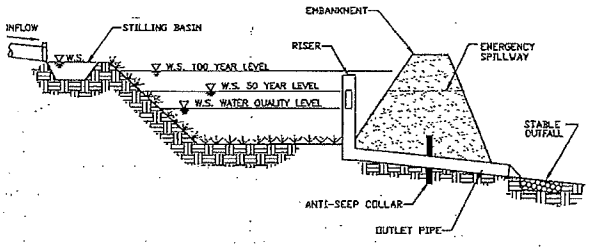
SECTION

Infiltration Trench (Seepage Bed)



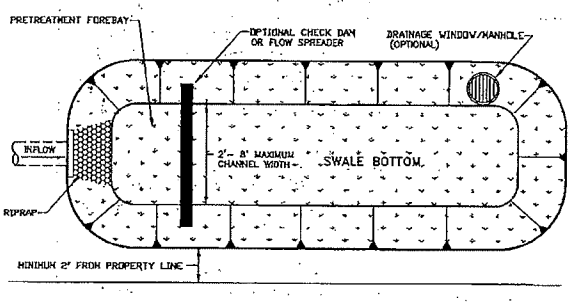
PLAN VIEW

* WHEN PRE-DEVELOPEMENT DISCHARGES ARE ALLOWED

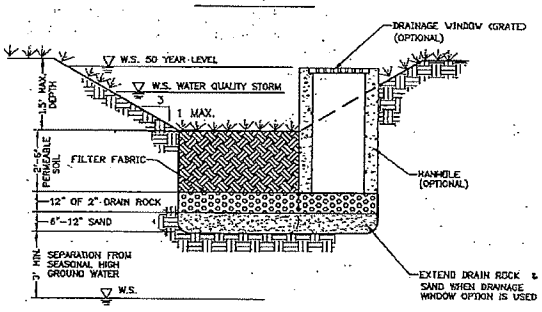


SECTION

Infiltration Basin



PLAN VIEW



SECTION

Infiltration Swale

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EXHIBIT C

Star River Ranch Subdivision Pressurized Irrigation Operation and Maintenance Manuals (References to River Ranch Subdivision No. 1 &2 and River Ranch Subdivision shall mean Star River Ranch. References to River Ranch Homeowner's Association shall mean Star River Ranch Homeowners Association.)

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PRECISION
PUMPING SYSTEMS

6515 Business Way
Boise, ID 83716
208-323-5300

VARIABLE SPEED PUMP STATION

OPERATION GUIDE

Water Feature

With

Prizm 230 HIO

Series Controller

REVISION DATE: 12/17/2007-red

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Table of Contents

TOPIC

Introduction.....2
Overview.....3
Pump Station Setup Parameters.....3
Theory of Operation.....4
Control Panel Components – Hardware description.....5
Pump Skid Components – Hardware description.....6
Front Panel – Operators & Indicators description.....7

SYSTEM SETUP FEATURES

HMI operator user interface – operation & use.....9
HMI Display unit functions & parameters.....10

NORMAL USE OPERATION & PROCEDURES

Mainline fill.....15
Automatic use.....16
System Shutdown.....16

WINTERIZATION

Procedures.....16

SYSTEM STARTUP (SPRING CHECKUP)

Procedures.....17

TROUBLESHOOTING AND HARDWARE DIAGNOSTICS

Correcting faults.....18

APPENDIX

Pump Station Drawing.....A
Motor Controller wiring schematics.....B

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This document will provide basic operating instructions for operating and using a pumping station equipped with a variable frequency drive (VFD). Detailed VFD programming information and other technical data can be found in the various ABB ACS publications provided with the O & M manuals.

The major components of this VFD pump station are as follows:

QUANTITY	DESCRIPTION	REFERRED TO IN THIS DOCUMENT AS:
1	Pump Motor Controller Panel	MCP-Motor Control Panel
1	15 HP Vertical Turbine	Recirculation Pump
1	___ HP Submersible Pump (future)	CW Pump (future)
1	___ HP Submersible Pump (future)	Pond Pump (future)
1	Programmable Logic Controller	PLC
1	Human Machine Interface Controller (touch screen display unit)	HMI unit

Illustrations of the electrical enclosure & pumping skid are for <u>reference only</u> and may not reflect the actual product.

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The Pump Station automation control is accomplished through the Motor Control Panel. The System's operation is automatically controlled by starting & stopping the operation of the motor and pumps based on a timed schedule, which is performed by the PLC controller. All other vital functions, such as Low Water, Low Pressure, Fault Logging, etc are also performed by the PLC controller.

Pump Station Setup Parameters

The default parameters for the Prizm PLC controller & touch screen display unit are pre-programmed by PPS at the factory and are user-adjustable. It may become necessarily to change some of the values from their defaults to optimize the system for better performance in the field during initial startup. Some changes made to certain parameters may require cycling power to the PLC unit. The most common used parameter selected is the Time & Date Off/On scheduling. All other parameters should be carefully considered. Consult PPS if you have any questions on changing other parameters.



Parameters that are entered into the PLC logic controllers are protected and stored in non-volatile memory. However, the unit does contain a time clock, and it may become necessary to set the date and time during the spring start up after the unit has been powered off for the winter seasons or for long periods of time due to the backup NI-CAD battery going dead. In any event that the program or system parameters may become lost, altered or modified accidentally or intentionally, it is recommended that a qualified technician from Precision Pumping Systems be consulted to replace or restore them.

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Clock-start operation is the only type of operation for this pumping system application. The application method is described below.

CLOCK-START:

During initial startup, the main line system is usually filled manually with water until the entire system is fully utilized & full of water. When the operator on the motor control panel is switched into the '**AUTO**' position & the '**SET PUMP TIMES**' **1 / 2** parameter settings in the touch screen unit have the correct start/stop times (with the correct days enabled), the pump will engage & start to pump water



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down when a crisis, such as low water, or low pressure shall occur.



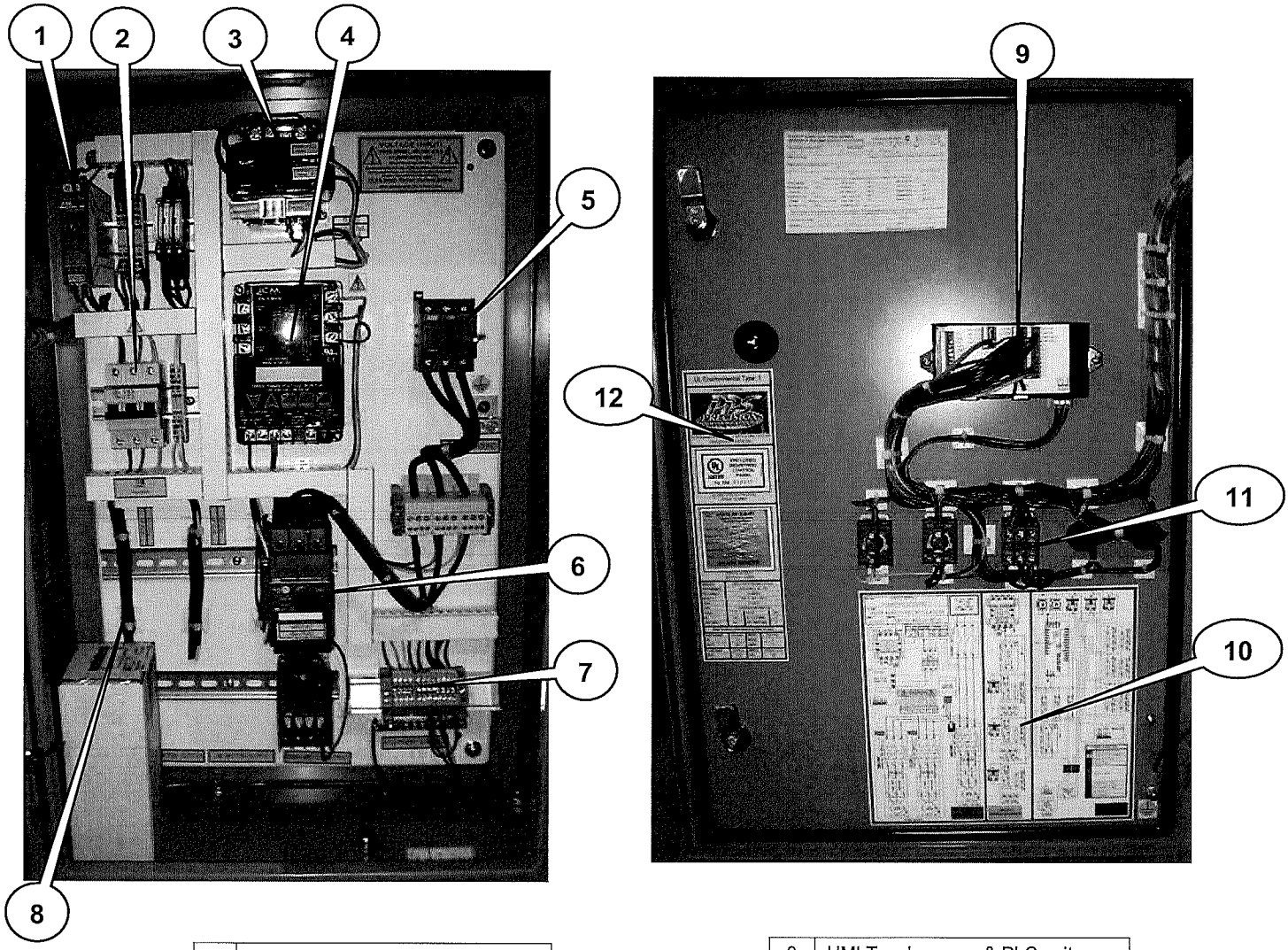
Damage to the centrifugal pumps and/or motor will occur if the system is left unattended in the 'HAND' mode and the system runs out of water or is running dry. The pumps should not be running when dry under any circumstance. If this occurs, there will be damage to the water sealed bearings & other components, and such occurrences are NOT covered under PPS warranty.

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This section describes the construction of the motor control panel and explains type code information in short. Please note that the photos displayed below may not reflect your actual product.

Overview

The motor control panel is a skid standing enclosure for controlling various aspects of the pumping station.



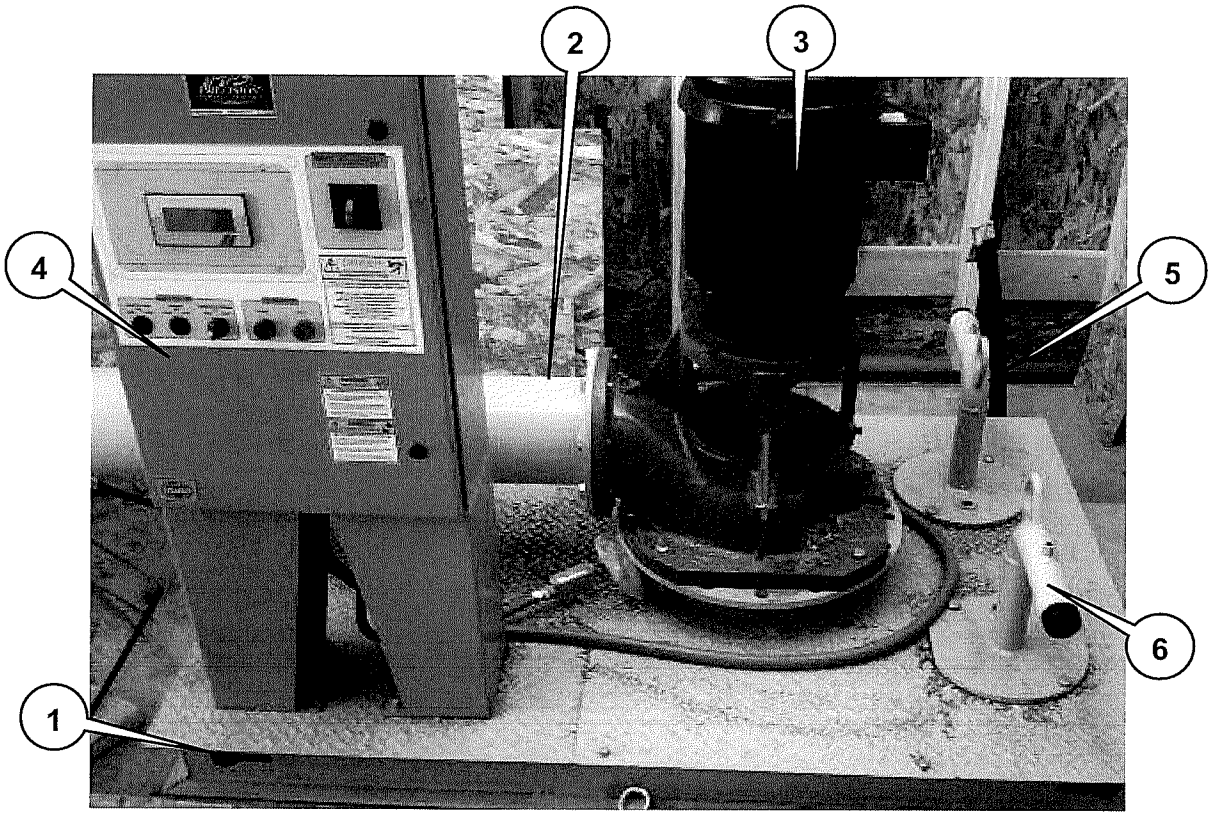
1	24VDC Power Supply
2	System Circuit Breakers
3	120/24VAC Transformer
4	Voltage Monitor
5	System Disconnect Switch
6	Recirc Pump Breaker/Starter
7	External Field Control Terminals
8	Future CW/Pond Pump control wiring

9	HMI Touch screen & PLC unit
10	Control Panel Schematics
11	Front Panel Operators & Lamps
12	PPS Specifications nameplate
13	

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Overview

The pump skid is factory fabricated steel construction assembly with various components for controlling various aspects of the pumping station.



1	Powder Coated Skid
2	Pump discharge piping
3	Recirc Vertical Turbine Pump
4	Pump Motor Controller Panel
5	CW Pump Discharge (Future)
6	Pond Pump Discharge (Future)
7	

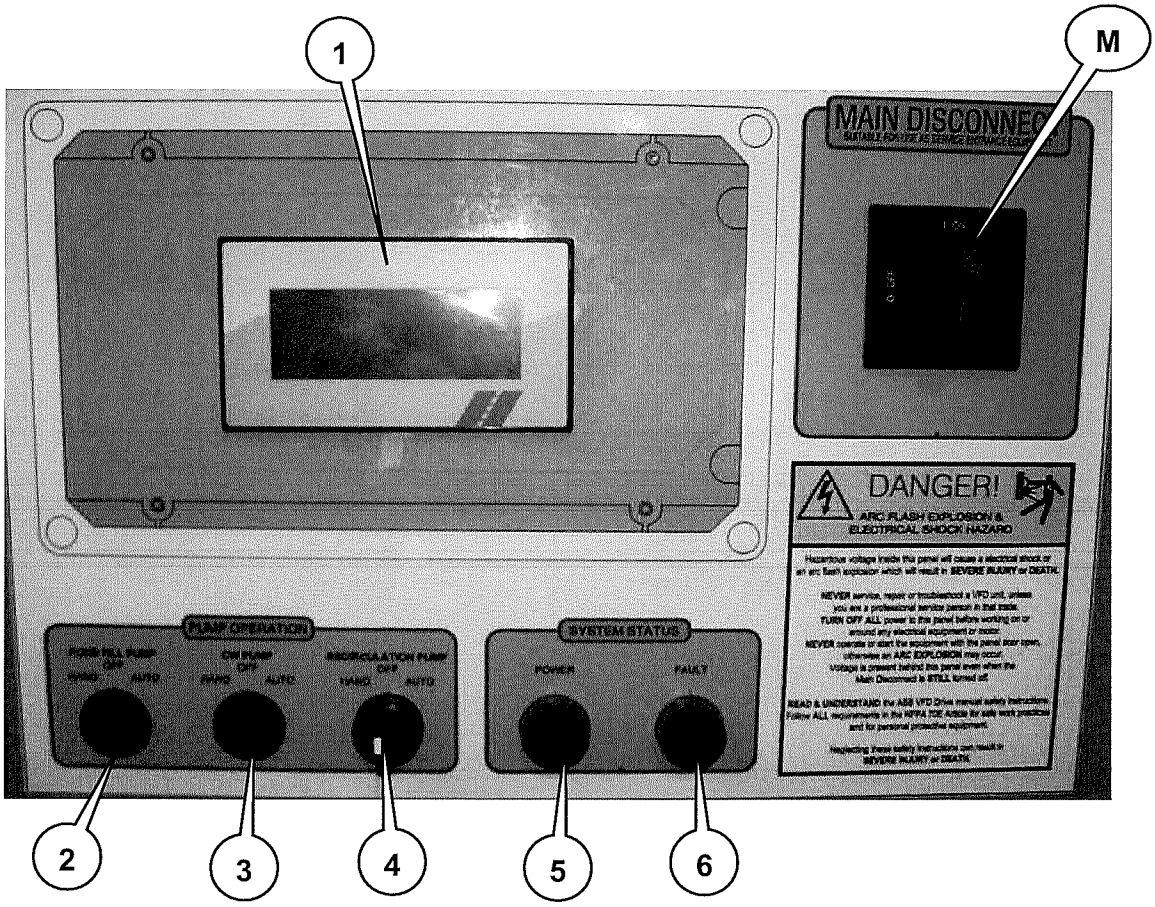
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Front Panel – Operators & Indicators Description

Overview

The operator template is standard on the Titan & VFLOW series pumping stations. The PRIZM controller package is equipped with operators & devices for controlling various aspects of the control panel & pump station. A detailed explanation is on the next page.

NOTE! Some illustrations may not reflect your actual product and are either optional equipment or not part of your system.



M	Panel Power & Main Disconnect Switch
1	Monochrome HMI touch screen unit
2	Pond Pump HOA Operator (Future)
3	CW Pump HOA Operator (Future)
4	Recirc Pump HOA Operator
5	System Power Indicator Lamp
6	System Fault / Trip Indicator lamp

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Operator panel detailed description (continued)

This section explains the functionality and the controlling of the pumping station from the previous page in more detailed description.

Item	Description	Function
M	**Main Disconnect**	**Disconnects power to panel.**
1	HMI User Interface touchscreen	Please see operation instructions on the following page
2	Pond Pump Operation – HOA (Future)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
3	CW Pump Operation – HOA (Future)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
4	Recirculation Pump Operation – HOA	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
5	System Normal Lamp	Indicates that the power to the system is operational & energized.
6	System Fail Lamp	Indicates that the pump station has shut-down, or experienced a fault. * Refer to fault log on keypad



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.

Damage to the pumps and/or motor will occur if the system is left unattended and the system runs out of water. Such occurrences that happen are not covered by the PPS warranty.

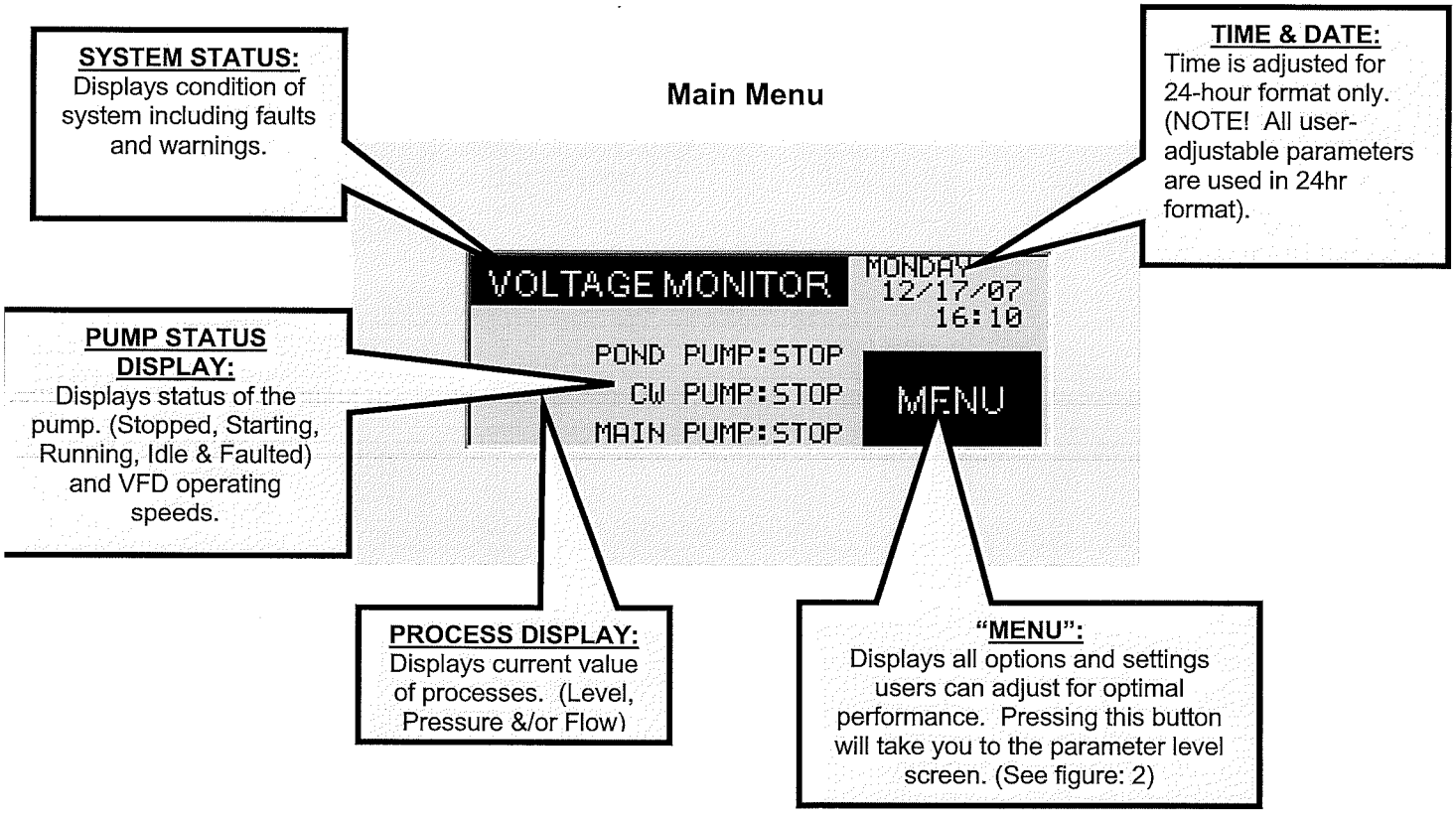
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Overview

This section describes the HMI control panel buttons, display indicators, & display fields. It also instructs in using the HMI control panel in control, monitoring and changing the settings when required.

Touch Keypad Operation & features

Use the HMI touch control panel to control the system, read system status, and adjust parameters. The keypad consists of a monochrome backlit LCD display with touch sensitive pad. The dark oval shaped fields with inverted characters are represented as buttons.



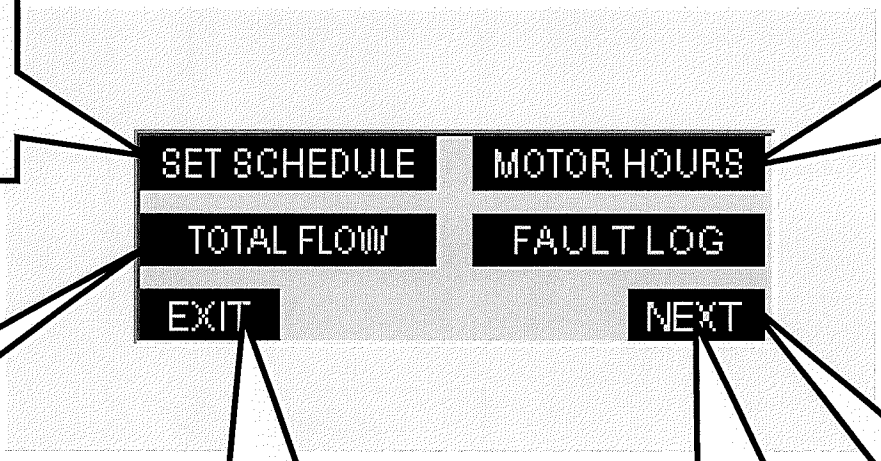
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SET PUMP SCHEDULE:
Press this button to enter the Pump #1 timer schedule settings screen. (See figure: SET PUMP 1 TIME).

MOTOR HOURS COUNTER:
Press this button to display the current pump total run hours.

(See figure: MOTOR HOURS)

Menu



TOTAL FLOW:
Displays total flow since last date reset occurred. (See figure: TOTAL FLOW).

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

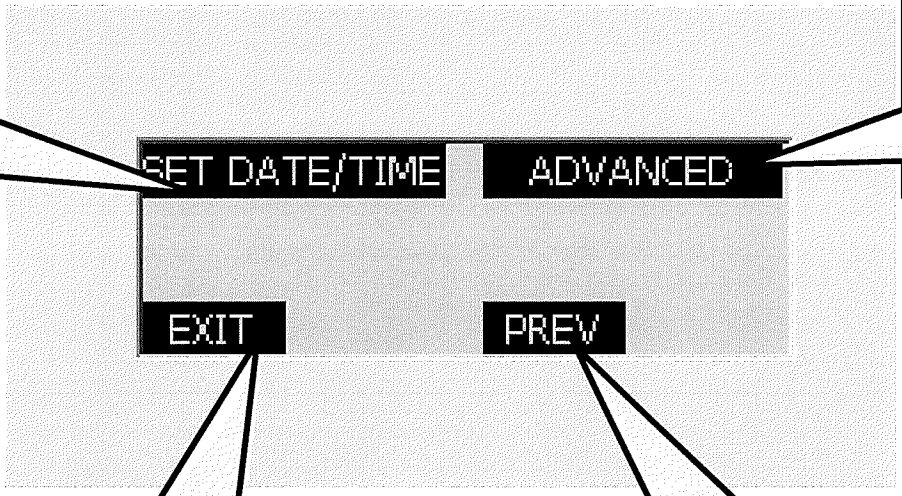
NEXT:
Press this button to scroll to the next screen. (See Figure: 3).

FAULT LOG:
Displays a historical list of the faults that have occurred. (See figure: FAULT LOG).

Menu Continued

SET DATE/TIME:
Press this button to enter the date & time set screen to adjust the time/date. (See figure: SET DATE/TIME).

ADVANCED:
Press this button to enter the user advanced level screen (See figure: 4).

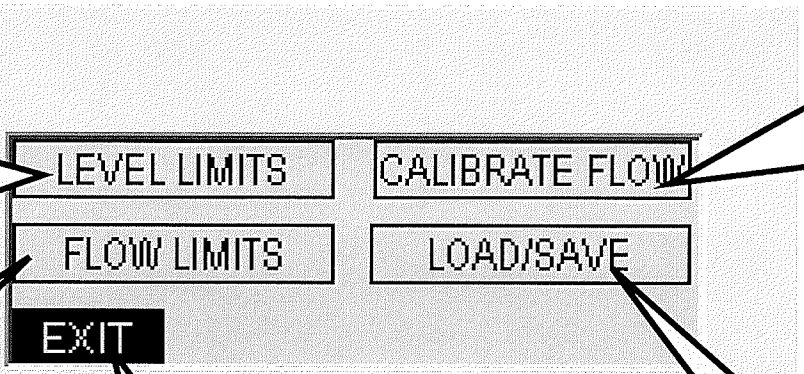


EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

PREV:
Press this button to scroll to the previous screen. (See Figure: 2).

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ADVANCED Menu



LEVEL LIMITS:
Press this button to enter adjustments for the pump shutdown settings level (See figure: ADVANCED-LEVEL LIMITS).

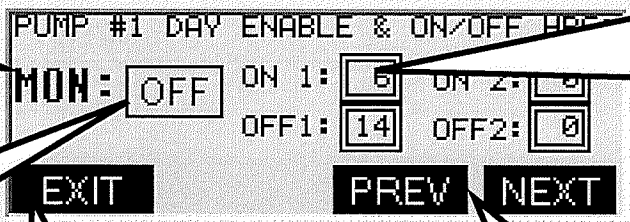
CALIBRATION:
Press this button to adjust the sensor type settings for Pump #1&2 (See figure: ADVANCED-CALIBRATION).

FLOW LIMITS:
Press this button to enter adjustments for the pump alarm shutdown settings for flow (See figure: ADVANCED-FLOW LIMITS).

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

LOAD / SAVE:
Press this button to enter the user or factory load/save parameter screen for parameters that have been changed & need to be "backed-up" (See figure ADVANCED-LOAD/SAVE).

Figure: SET RECIRC PUMP SCHEDULE



MON/TUES/WEDS/ETC
Pressing the NEXT or PREV buttons will show the adjustments & current settings for that day it was created for.

PROGRAM 1 ON/OFF:
Touch this little button to bring up the keypad & enter the HOUR you want program1 to turn on Pump #1 (1 hour increments in 24hour format only).
Examples:
ON @ 6:00am (06:00)
OFF @ 2:00pm (14:00)

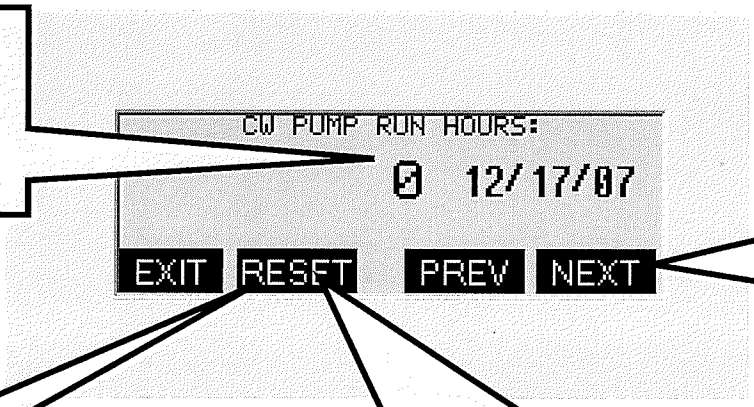
OFF / ON:
Pressing this little button will toggle between either ON or OFF to enable watering on those days.

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

PREV / NEXT:
Press this button to advance to the next or previous days settings screen. (i.e.: MON, TUES, WEDS, THURS, etc)

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Figure: MOTOR HOURS



TOTAL RUN HOURS:
This digit will display motor total running hours since the date it was last reset.

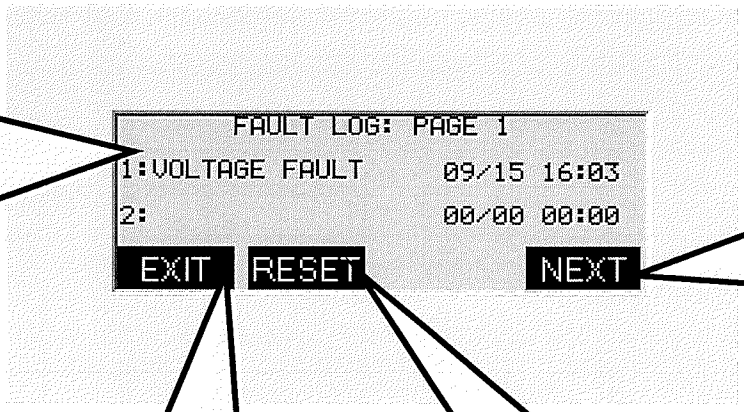
NEXT:
Press this button to advance to the MAIN PUMP HOURS screen. (Example is same as CW PUMP screen)

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

RESET:
Pressing this button will reset the hours counter to zero. When pressed, the current Date will be stamped.
NOTE! Document hours & file when possible to track age of equip.

CURRENT FAULT:
This field will display the most current fault that has occurred since the last reset. If the clock is set correctly, it will display the fault's date & time of occurrence. If a new fault occurs, it will roll the 1st fault down to the 2nd field, and so on.

Figure: FAULT LOG

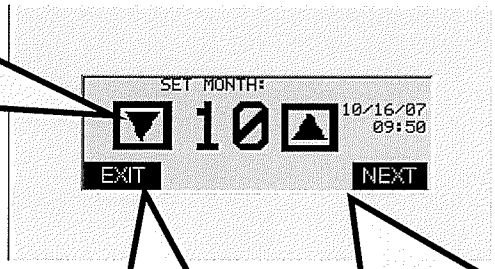


NEXT:
Press this button to advance to the next fault message screens. Up to 8 total faults can be displayed.

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

RESET:
Pressing this button will reset the all of the faults to zero values.

Figure: SET TIME/DATE

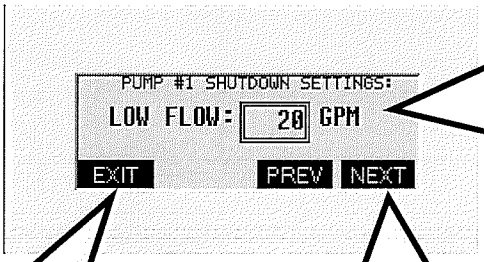


UP & DOWN KEYS:
Press these buttons to advance the digits up or down until the correct Month, date, year, the correct 24-hour time, & day of week are displayed on the following screens.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the DAY, YEAR, HOUR, MINUTE, & DAY OF WEEK screens.

Figure: (ADVANCED) FLOW LIMITS
LOW FLOW

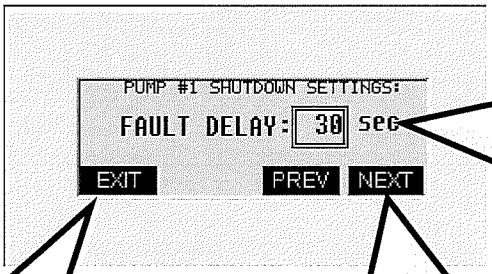


LOW FLOW LIMIT:
Pressing this little box button will bring up a keypad to allow you to enter the LOW FLOW limit threshold settings. Example: if the system GPM falls below 20 GPM of flow, the system will shut itself down AFTER a specific time delay set under "FAULT DELAY". **NOTE!** To prevent nuisance tripping, do not set the thresholds to close or higher than the normal operating flows. ONLY available when a flowmeter sensor is installed. Set to "0" will disable this feature.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the FAULT DELAY screen.

Figure: (ADVANCED) FLOW LIMITS
LOW FLOW



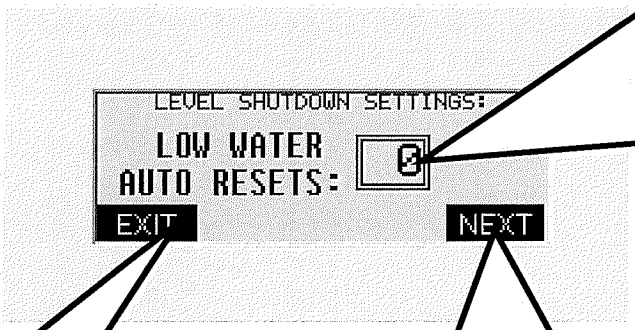
FAULT DELAY:
Pressing this little box button will bring up a keypad to allow you to enter the FAULT DELAY timer settings. Example: if the system GPM falls below 20 GPM of flow, the system will shut itself down AFTER 30 SECONDS. A manual restart by switching to OFF will reset the faults. **NOTE!** To prevent nuisance tripping, do not set the timers to low when possible. This timer ONLY functions when either a flowmeter or pressure sensor is installed. This timer is ignored when no sensors are installed.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the PUMP #1 (or 2) LOW PSI, GPM, & FAULT DELAY screens.

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(ADVANCED) LEVEL LIMITS LOW WATER RESETS

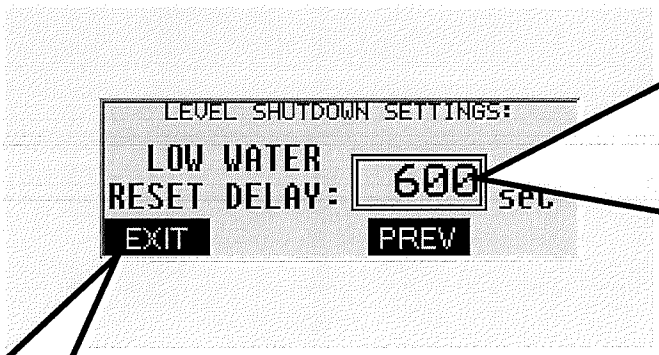


LOW WATER AUTO RESETS:
Pressing this little box button will bring up a keypad to allow you to enter the LOW WATER AUTO RESETS counter settings. Example: if the system faults on low water it will automatically reset in 600 seconds, if it faults more than 1 times in 6 hours it will NOT automatically reset. **NOTE!** To prevent nuisance tripping, do not set the counters too low when possible. This counter ONLY functions when either a low level switch or level sensor is installed. This counter is ignored when no sensors are installed.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the LOW PSI, GPM, & FAULT DELAY screens.

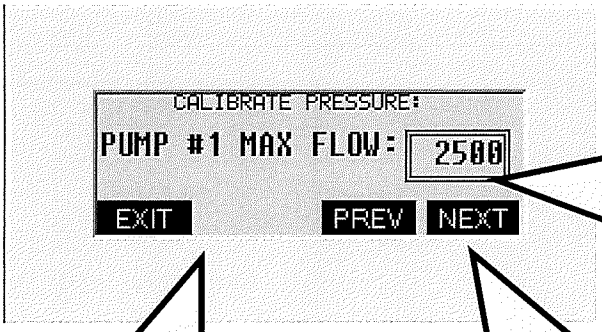
(ADVANCED) LEVEL LIMITS LOW WATER RESET DELAY



LOW WATER RESET DELAY:
Pressing this little box button will bring up a keypad to allow you to enter the LOW WATER RESET TIMER counter settings. Example: if the system faults on low water it will automatically reset in 600 seconds, if it faults more than 1 times in 6 hours it will NOT automatically reset. **NOTE!** To prevent nuisance tripping, do not set the timers too low when possible. This timer ONLY functions when either a low level switch or level sensor is installed. This timer is ignored when no sensors are installed.

EXIT:
Press this button to exit to the main screen.

(ADVANCED) CALIBRATION: MAX FLOW



MAX FLOW
Pressing this little box button will bring up a keypad to allow you to enter the values for the correct type of flowmeter sensor installed. Example: if the flow transmitter is a 4/20ma device with a 0-2500 GPM range, you would enter 2500. Only 2-wire 24vdc powered 4/20ma current type flow transmitters can be used on t his system.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the PUMP #2 screens.

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Normal use operation & procedures

This section describes the step-by-step procedures to operate the pumping station for normal use. Whenever the system is temporarily turned off for maintenance, or any other reason, these guidelines can be used as a tool to get the system back online and operating in the same manner it was operating before it was stopped.

MAINLINE FILL:
(Only perform this function after the pump station has been through a 'spring checkup' on the last page).

STEP 1:
Turn all operators to the 'OFF' position before turning on power. Turn on power & wait for the SYSTEM FAULT lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
If the pump station 'spring checkup' has been performed, and the mainline is completely empty, it may be necessary to throttle the system isolation butterfly valve (page 7, figure 18) partially ¼ turn from the closed position using the level operator. This is recommended to prevent the AMIAD automatic filter from clogging to quickly (if so equipped).

STEP 3:
Turn the MANUAL SPEED CONTROL (page 8, figure 8) potentiometer knob counterclockwise to the zero (0) position. Turn the AMIAD operator to the 'AUTO' position, and then turn the MAIN pump operator to the 'HAND' position. The main pump will start to run & accelerate to approx 28 Hz of motor speed, this is normal. Slowly turn the speed knob clockwise paying attention to the upstream & downstream pressure gauges (page 7, figures 6 & 9) while filling the lines. If the main pump does not start, quickly turn the main operator to the 'OFF' position & call PPS. On submersible models, this indicates a stuck shaft in the pump assembly from dry mud during winterization and will required special procedures to get it unstuck from the pump bearings.

STEP 4:
While the mainline is slowly filling the lines and maintaining 5-30 PSI, slightly open the system isolation valve a little bit more. Avoid allowing the downstream pressure to be 7 PSI less than the upstream gauge. If this happens, the AMIAD filter will attempt to engage & start the flushing cycle. The Amiad autofilter WILL NOT clean the filter if the downstream system pressure is less than 35psi. If that happens, quickly close the isolation valve until more than 35psi is achieved to get the filter cleaned properly.

STEP 5:
After the system starts to build more than 50psi of water pressure (it may take anywhere from 10 minutes to approx 2 hours, depending on the area it was designed for), switch the PONY operator (page 8, figure 2) to the 'AUTO' position & switch the MAIN operator to the 'AUTO' position.

STEP 6:
While the system is pumping and has achieved it's desired setpoint reference (indicated under page 11, figures 2a/2b settings), then switch the LAG operator to the 'AUTO' position.

(Continue on next page)

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AUTOMATIC USE:
(Use only after a spring checkup has been performed and the system is manually filled with water).

STEP 1:
Turn all operators (page 8, figures #1,2,3,4) to the **'OFF'** position before turning on power (page 8, figure M). Turn on power & wait for the **SYSTEM FAULT** (page 8, figure #6) lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
If the system is already filled with water with a minimum of 20 PSI or more, turn the AMIAD & PONY operators to the 'AUTO' position. The pony pump should start. Wait 5 to several minutes then turn the MAIN operator to the 'AUTO' position, the main pump should start. Wait until the pressure has reached approx. 50 PSI or more. After the pressure has reached 50 PSI or more, turn the LAG operator (if the system is equipped with the pump) to the 'AUTO' position. NOTE: The LAG pump will only start when it is needed if the system pressure can not be achieved. The AMIAD autofilter will only start if the pressure differential is more than 7PSI and the flushing cycle will only be effective if the downstream pressure is more than 35PSI.

SYSTEM SHUTDOWN:

STEP 1:
Turn operators (page 8, figures #1,2,3,4) to the **'OFF'** position in the following order (largest last motor to the smallest): LAG first, MAIN second, PONY next, & AMIAD last.

STEP 2:
If the system is going to be off for long periods of time, go ahead and turn off the main power switch (page 8, figure M). If the system is going to be off for the end of the season, follow WINTERIZATION procedures.

WINTERIZATION:

STEP 1:
Follow 'System Shutdown' procedures BEFORE performing winterization. Failure to do so may result in injury & equipment damage. Empty the mainline pressure by relieving pressure outside of the pumping station. Do not attempt to use the pump station to relieve system pressure. Open hose bib to ensure the pressure is relieved.

STEP 2:
After the system pressure is relieved, open the drain plugs below the manifold header (page 7, figure 18). The pumps are self draining by their vacuum relief valves, no maintenance is required. Leave the drain plugs off and store it in a safe place.

STEP 3:
It may be essential and wise to remove the Red Hat valve assy from the blue flushing valve (page 7, figure 20). In extreme freezing weather, there has been reported problems and failures on the valves freezing by water partially left inside the brass valve assy. Also remove the flush valve control filter (page 7, figure 21), leave it off. Also recommended removing the pressure transmitter unit.

STEP 4:
After the system is winterized, go to the main disconnect switch handle, and lock it out with a wire or plastic tie & tag it with a label " WINTERIZED BY:_____" with a date stamp.

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SYSTEM STARTUP: Spring Checkup

When the spring season starts and the system water is present in the sump, pond, or canal, it may be necessarily to check the pump skid & electrical panel for proper operation before starting. Below are the most common things to check for before applying power to the system & starting the pumps. However, most of the items will be needed to be checked by a qualified person who has experience in this field of work. When in doubt, please contact PPS if you have any questions regarding the spring checkups.

- ❑ CHECK AMP DRAW – ALL PUMPS
- ❑ CHECK PACKING AND GREASE– (CENTRIFUGAL PUMPS)
- ❑ CHECK OVERLOADS - SET FOR CORRECT TRIP RATING
- ❑ CHECK CIRCUIT BREAKERS FOR TRIP RATING
- ❑ TEST ALL INDICATOR LAMPS, BULBS; REPLACE IF NECESSARY
- ❑ TEST HOA'S, SWITCHES, SELECTORS, SPEED POTS, ETC.
- ❑ CHECK SAFETY OF ALL ELECTRICAL COMPONENTS
- ❑ INSPECT, TIGHTEN ALL ELECTRICAL CONNECTIONS, LUGS
- ❑ INSPECT AND TEST ALL FUSES AND FUSE HOLDERS; REPLACE IF NECESSARY
- ❑ INSPECT, TIGHTEN ANY LEAKING JOINTS AND COUPLERS; REPLACE IF NEEDED
- ❑ INSPECT, CLEAN COMPONENT FILTERS
- ❑ TEST, ADJUST QUICK PRESSURE RELIEF VALVE
- ❑ TEST AND CLEAN ALL ELECTRICAL VALVES
- ❑ TEST AND CLEAN ALL MANUAL VALVES
- ❑ TEST, ADJUST HIGH & LOW PRESSURE SWITCHES
- ❑ TEST, ADJUST LOW WATER FLOAT
- ❑ TEST PRESSURE GAUGES; REPLACE IF NEEDED
- ❑ INSPECT, TEST FLUSH DISCHARGE FILTER
- ❑ EXAMINE, TEST SELF CLEANING CW SCREEN FEED VALVES AND LINES
- ❑ TEST AND REVIEW PLC OPERATION; MAKE CORRECTIONS AND UPDATE
- ❑ CHECK ALL PARAMETERS; ADJUST WHERE NEEDED
- ❑ TEST MANUAL OPERATION OF MOTORS, SPEED POT
- ❑ TEST, RECALIBRATE TRANSDUCER PRESSURE READINGS
- ❑ TEST OVERALL VFD OPERATION, LAG STARTS/STOPS
- ❑ INSPECT ALL COOLING COMPONENTS – RADIATORS, A/C UNITS, FANS

Notes_____

_____

_____

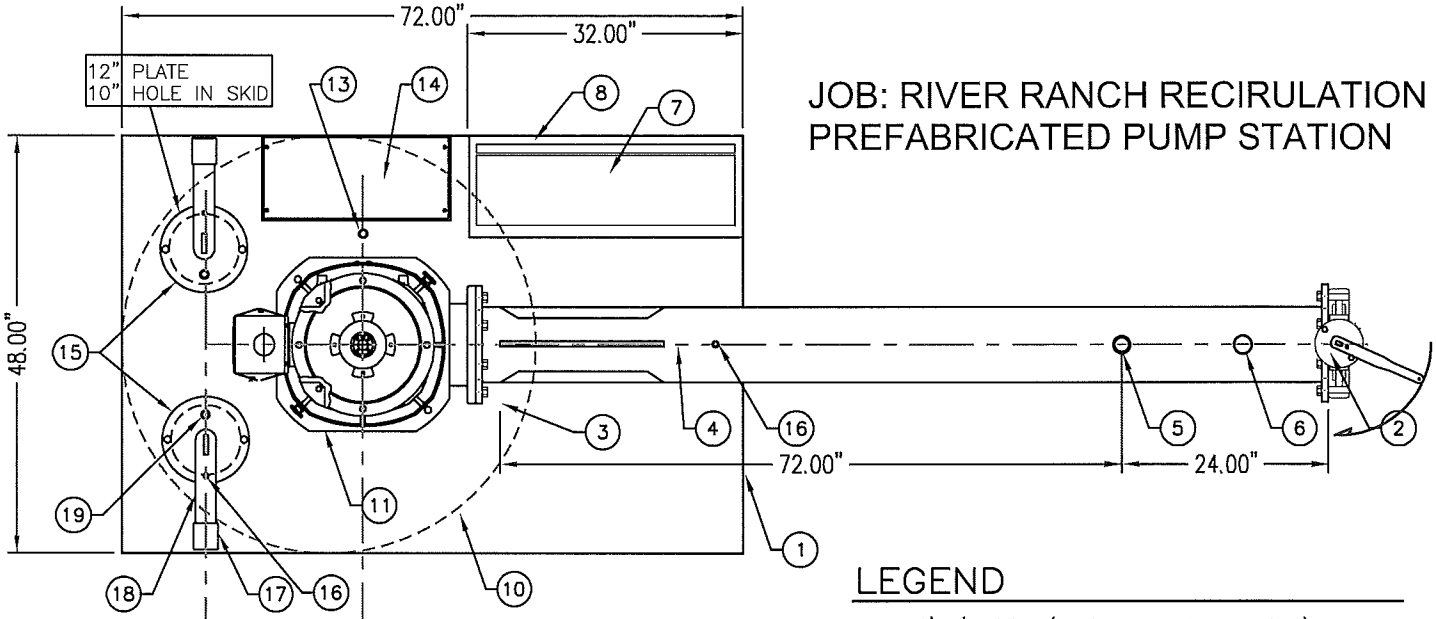
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PPS offers a service program which includes all mainline fill, start-up and winterization procedures. For more information call: 208-323-5300

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This section lists all the fault messages including the possible cause and corrective actions. A fault message on the panel display indicates abnormal operation status. Using the information given is this chapter most fault causes can be identified and corrected. If not, please contact a PPS representative.

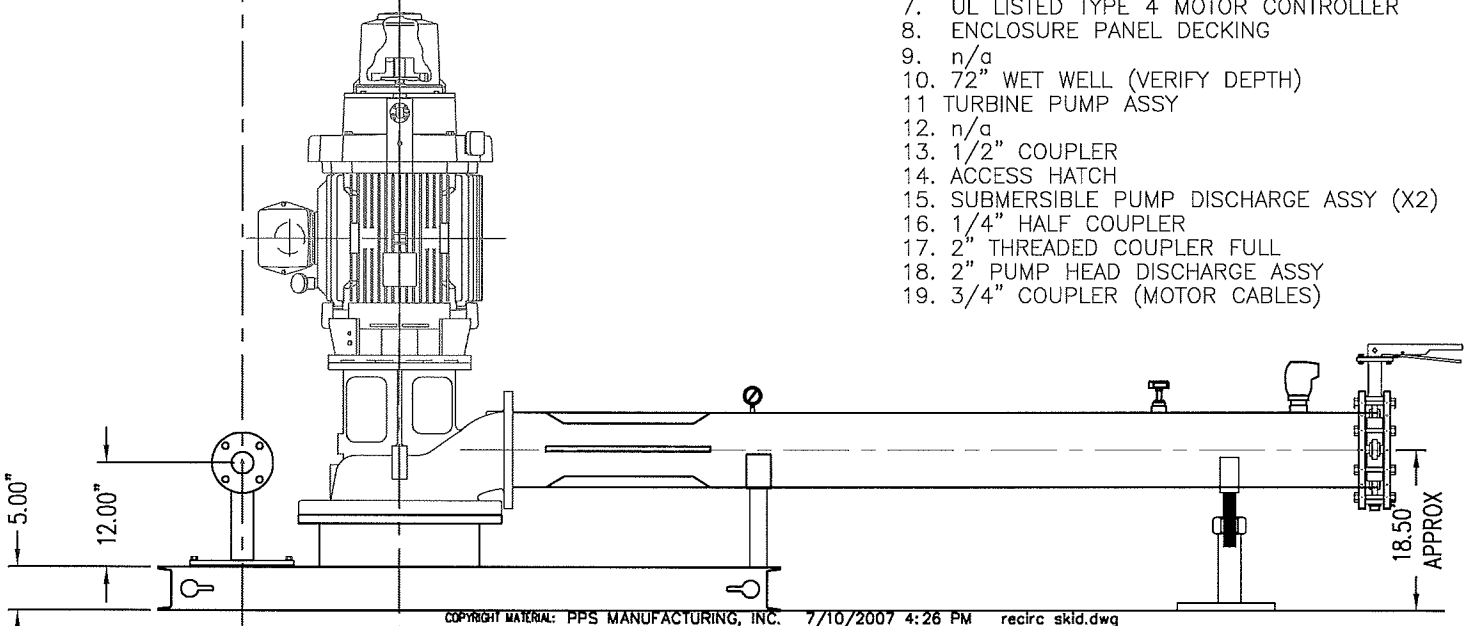
Fault:	Source:*	Indication:	Repeat indicates:	Check:	Reset:
"VOLTAGE MONITOR"	Panel voltage monitor*	Incoming power is not within voltage tolerances	Bad power	Pump control panel voltage monitor	Automatic
"Low PSI/FLOW"	Intake pressure transducer*	Intake supply cannot maintain minimum user pressure setting	Intake pumps not operational	Intake source pumps	Reset button or All HOA's to "OFF"
		Intake supply cannot reach acceptable pressure within user time setting	Insufficient intake water supply	Intake source water	Reset button or All HOA's to "OFF"
"Low flow"	Flow meter*	Pumps cannot maintain minimum user flow setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Flow switch*	Pumps cannot reach acceptable flow within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"Low pressure"	System pressure transducer*	Pumps cannot maintain minimum user pressure setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Pressure switch*	Pumps cannot reach acceptable pressure within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"High pressure"	System pressure transducer*	System pressure is above user pressure setting	Closed/failed valves	Valve operation	Reset button or All HOA's to "OFF"
Pump XXX Fault	Breakers*	Breakers have "tripped"	Problem with motor	Breaker settings and motor (megger)	Manual (reset breaker)
	Overload modules*	Overload modules have "tripped"	Problem with motor	Overload settings and motor (megger)	Manual (reset overload)



JOB: RIVER RANCH RECIRULATION PREFABRICATED PUMP STATION

LEGEND

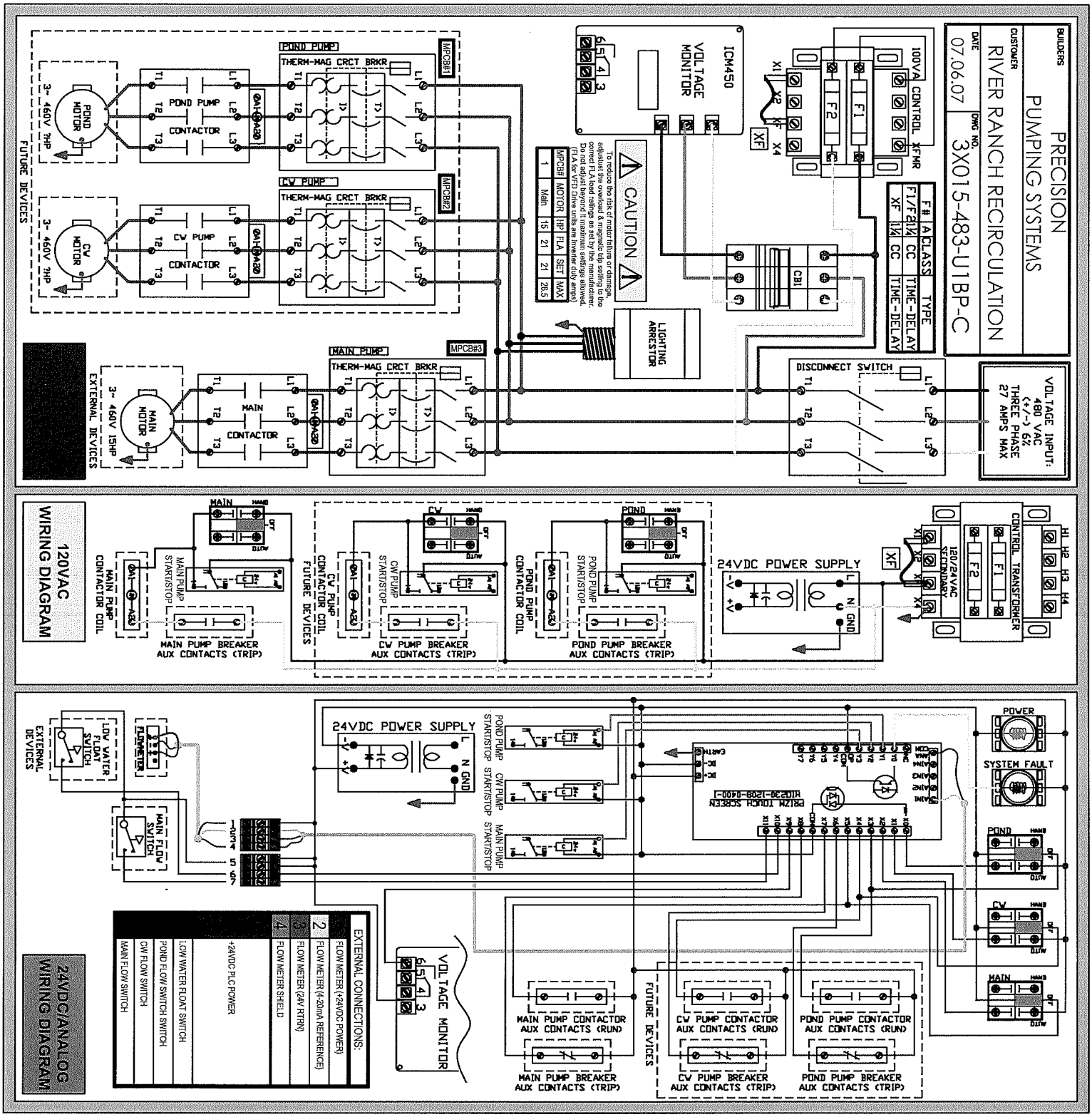
1. 4'x6' SKID (Drylac powder coated)
2. 8" DISCHARGE SPOOL ASSY
3. 8" LEVER OPERATED BUTTERFLY VALVE
4. STRAIGHTING VEINS FOR FLOWMETER
5. 1-1/2" HALF COUPLER (FLOWMETER)
6. 2" HALF COUPLER (VAC & AIR RELIEF)
7. UL LISTED TYPE 4 MOTOR CONTROLLER
8. ENCLOSURE PANEL DECKING
9. n/a
10. 72" WET WELL (VERIFY DEPTH)
11 TURBINE PUMP ASSY
12. n/a
13. 1/2" COUPLER
14. ACCESS HATCH
15. SUBMERSIBLE PUMP DISCHARGE ASSY (X2)
16. 1/4" HALF COUPLER
17. 2" THREADED COUPLER FULL
18. 2" PUMP HEAD DISCHARGE ASSY
19. 3/4" COUPLER (MOTOR CABLES)



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PRECISION
PUMPING SYSTEMS

6515 Business Way
Boise, ID 83716
208-323-5300

VARIABLE SPEED PUMP STATION

OPERATION GUIDE

Titan Series

With

Pentra Prizm

Controller

REVISION DATE: 12/17/2007-red

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TOPIC

Introduction.....3
Overview.....4
Pump Station Setup Parameters.....4
Theory of Operation.....5
Control Panel Components – Hardware description.....6
Pump Skid Components – Hardware description.....7
Front Panel – Operators & Indicators description.....8

OPERATION & SYSTEM SETUP FEATURES

Operator user interface – operation & use.....10
Titan Display flowchart.....11
Titan Display unit functions & parameters.....13
Normal use operation & procedures.....16
Mainline fill operation & procedures.....16
System Start-up procedures.....17
System Shutdown procedures.....17

TROUBLESHOOTING AND HARDWARE DIAGNOSTICS

System Trip Resetting.....14

WINTERIZATION

Procedures.....17

APPENDIX

Pump Station Drawing 18
Motor Controller wiring schematics.....19

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This document provides the basic instructions for operating and using a pumping station equipped with a variable frequency drive (VFD). Detailed VFD programming information and other technical data can be found in the various ABB ACS publications provided with the O & M manuals.

The major components of this VFD pump station are as follows:

QUANTITY	DESCRIPTION	REFERRED TO IN THIS DOCUMENT AS:
1	Pump Motor Controller Panel	MCP-Motor Control Panel
1	5 HP submersible pump (VFD controlled)	Pony or Jockey Pump
1	75 HP submersible pump #1 (VFD controlled)	Main Pump
1	75 HP submersible pump #2 (if equipped)	Lag1 Pump
1	5 HP variable frequency drive	Pony VFD
1	75 HP variable frequency drive	Main VFD
1	Programmable Logic Controller	PLC
1	Human Machine Interface Controller (touch screen display unit)	HMI unit

Illustrations of the electrical enclosure & pumping skid are for reference only and may not reflect the actual product.

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The Motor Control Panel equips the pump station for automation control. VFD units that automatically vary the speed of the motor and the pumps control the system's pressure. The LAG pumps (if equipped) are the only motors that are used across-the-line starting. They are automatically started when they receive the request from the Main VFD and the Titan PLC.

The Titan PLC unit performs all other vital functions, including Low Water, Low Pressure, High Pressure, Fault Logging, etc. The Titan PLC unit is the primary controller in determining which pumps are allowed to operate in the system's automation.

Pump Station Setup Parameters

The default parameters for the VFD keypad units are located in the ABB ACS550 and ACS140 manuals. Default parameters have been modified by Precision Pumping Systems during initial programming, but should not be altered by the end-user. Any changes made to the VFD units from PPS defaults may result in unpredictable operation.

The default parameters for the Titan PLC & keypad unit are pre-programmed by PPS at the factory and can be set by the user. During initial startup, it may be necessarily to change some of the values from their defaults in order to optimize the system's performance in the field. The most commonly selected parameter is the Pressure Set point reference, but all other parameters should be carefully considered. Some changes made to certain parameters may require cycling power to the PLC unit. Consult PPS if you have any questions on changing other parameters.



Parameters that are entered into the VFD and the PLC logic controllers are protected and stored in non-volatile memory. However, the units do contain a time clock & it may become necessary to set the date and time during the spring start up after the unit has been powered off for the winter seasons. In an event that the program or system parameters may become lost, altered or modified accidentally or intentionally, it is recommended that a qualified technician from Precision Pumping Systems be consulted to replace or restore them.

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During initial startup, the system is manually filled with water. Once the system's backpressure is fully utilized, all the operators are switched into the 'AUTO' position. In order to keep the system's pressure at a constant level, both VFD pumps will operate at varying speeds dictated by the system's set point reference.
The pony VFD will act as the primary controller for the pony pump at low demands (0-35GPM). As demands increase and the Pony pump can no longer keep up, the Main VFD will act as the primary controller for the main pump. When this occurs, the Main VFD will put the Pony VFD into the maximum 'locked' position. As the demands increase, the LAG pumps (if equipped) will automatically start and will operate at the same workload as the main VFD. This, in turn, allows the main VFD to drop down to a slower speed and maintain pressure at a constant level.

When all of the pump motors are fully utilized and the demands start to decrease, the Main VFD will slow the speed of the pump motor until it reaches a level that will automatically shut the LAG pumps off (if equipped). The Main VFD will then increase in speed to meet the desired pressure set point. As the demands continue to decreases, the Main VFD will decrease its speed until it reaches a level where it is automatically enters 'sleep' mode. Once the Main VFD enters 'sleep' mode, the Pony VFD will become 'unlocked' from its position and take on the responsibilities as the primary controller for maintaining the system pressure at various speeds. If there is no demand, the Pony VFD will slow the speed of the pump motor, and it will automatically enter 'sleep' mode. When demand is present again, the pressure will drop to a deviation of factory settings of 15 PSI (unless field adjustments were made). It will 'wake' itself up to maintain the pressure back to its original constant set point and will operate in the same cycle as mentioned in the paragraph above.



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.



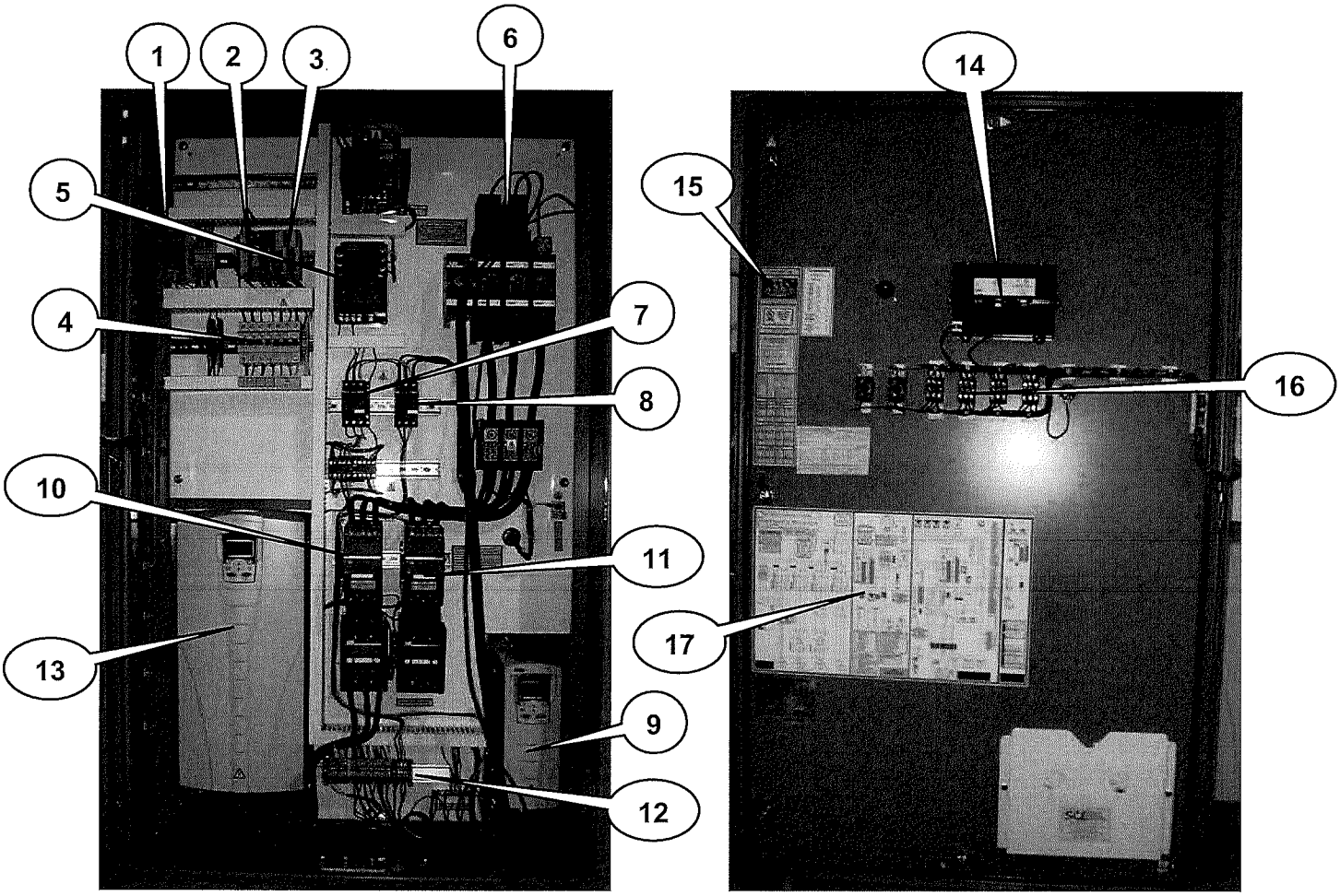
Damage to the pumps and/or motor will occur if the system is left unattended and the system shall run out of water or is dry. Such occurrences are not covered by PPS warranty.

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This section describes the construction of the motor control panel and type code information in short. Please note that the photos displayed below may not reflect your actual product.

Overview

The motor control panel is a skid standing enclosure for controlling various aspects of the pumping station.



1	24vdc Power Supply
2	PLC w/ Expansion Modules
3	Analog Module (if equipped)
4	System Circuit Breakers
5	Voltage Monitor
6	Main Disconnect Switch

7	Amiad Auto filter Circuit Breaker
8	Pony Pump VFD Circuit Breaker
9	Pony Pump VFD Drive Unit
10	Main Pump VFD Circuit Breaker
11	LAG Pump Starter Circuit Breaker
12	External Field Control term block
13	Main Pump VFD Drive Unit

14	HMI Touch screen unit
15	PPS Specifications nameplate
16	Front Panel Operators & Lamps
17	Control Panel Schematics
18	

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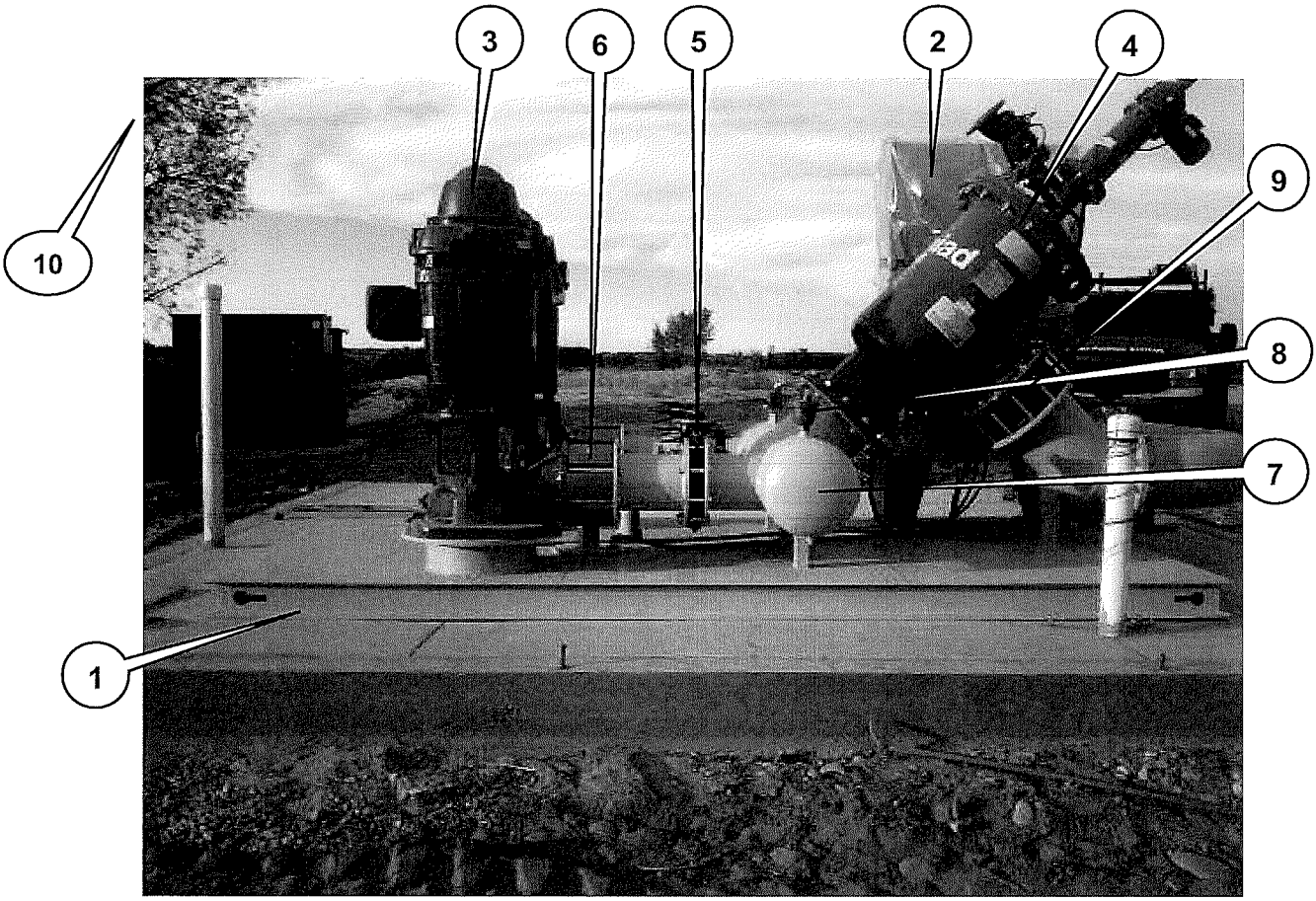
Pump skid components – Hardware description

What this chapter contains

This chapter describes the construction of the pump skid, assembly, and type code information in short.

Overview

The pump skid is a factory fabricated steel construction assembly with components for controlling various aspects of the pumping station.



1	Powder coated fabricated pump skid
2	Motor Controller Panel
3	Vertical Turbine Pumps
4	Amiad EBS Automatic Filter
5	Lead/Lag Pumps Isolation Valves
6	Lead/Lag Pumps Check Valves
7	Manifold collector tank
8	Manifold Air Relief Valve
9	Downstream backflow prevent (modified)
10	

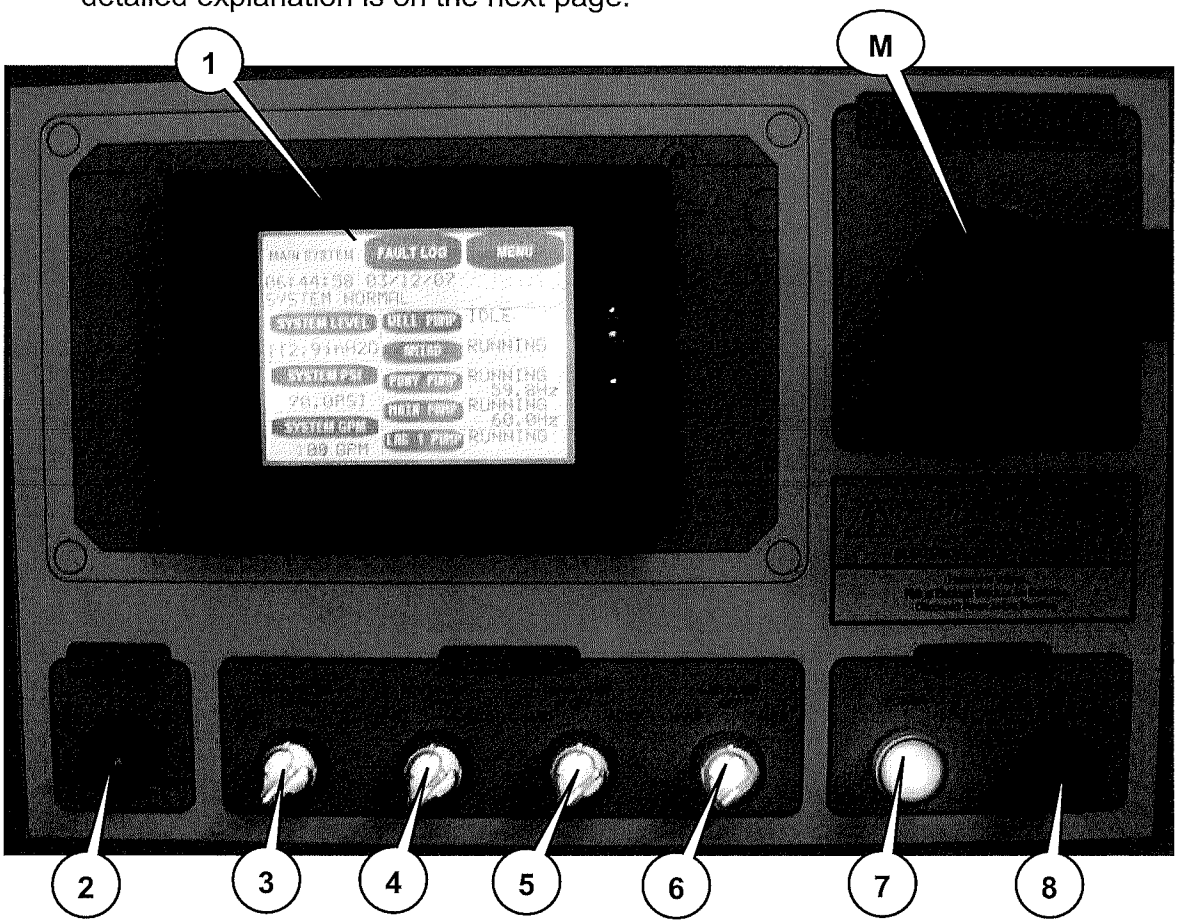
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What this chapter contains

This chapter explains the Motor control panel's operators, indicators, speed potentiometer, & HMI touch screen display unit and its type code information in short. Some illustrations may not reflect your actual product and are either optional equipment or not part of your system.

Overview

The operator template is standard on the Titan & VFLOW series pumping stations. The PENTRA/PRIZM controller package is equipped with operators & devices to control various aspects of the control panel & pump station. A detailed explanation is on the next page.



M	Panel Power & Main Disconnect Switch
1	Monochrome HMI touch screen unit
2	VFD Manual Speed Potentiometer
3	AMIAD Auto filter Operation Selector switch
4	PONY Pump Operation Selector Switch
5	MAIN Pump Operation Selector Switch

6	LAG1 Pump Operation Selector Switch
7	System Power indicator
8	System Fault/Trip lamp

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Item	Description	Function
M	**Main Disconnect**	**Disconnects power to panel**
1	HMI User Interface touch screen	Please see operation instructions on the following page
2	Pump Speed (0 – 60hz)	Allows user to manually control the Main VFD in 'HAND' mode.
3	Amiad Auto filter Operation –HOA	Allows the user to disable or operate the Amiad Auto filter unit in either Test for testing or in Auto for automatic mode. TEST = Filter Test mode. OFF = pump disabled AUTO = automatic mode
4	Pony Pump Operation - HOA	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
5	Main Pump Operation - HOA	Allows the user to disable or operate this pump in either manual or automatic mode.* HAND = manual mode OFF = pump disabled AUTO = automatic mode * Always turn speed POT to 0 Hz prior to manual operation
6	Lag Pump # 1 Operation – HOA (If equipped)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
7	System Normal Lamp	Indicates that the power to the system is operational & energized.
8	System Fail Lamp	Indicates that the pump station has shut-down, or experienced a fault. * Refer to fault log on keypad



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.



Damage to the pumps and/or motor will occur if the system is left unattended and the system shall run out of water or is dry. Such occurrences are not covered by PPS warranty.

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Chapter contents

This section describes the HMI control panel buttons, display indicators, and display fields. It explains how to use the HMI control panel when controlling, monitoring and changing the settings.

Touch Keypad Operation & Features

The HMI touch control panel is used to control the system, read the system's status, and adjust the parameters. The keypad consists of a monochrome, backlit LCD display with a touch sensitive pad. The dark, oval shaped fields with inverted characters represent buttons.

The HMI user interface unit is made up of three different sections, the Main System, the Fault Log and the Menu. Touching the corresponding tab will access each section. You can return to the Main System screen at any time by pressing the '**MAIN SCREEN**' or the '**X**' key on a pop-up type screen.

For illustrations, please see the following page.

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NAVIGATION TABS

"MAIN SYSTEM":
Default screen. Displays detailed current system status.

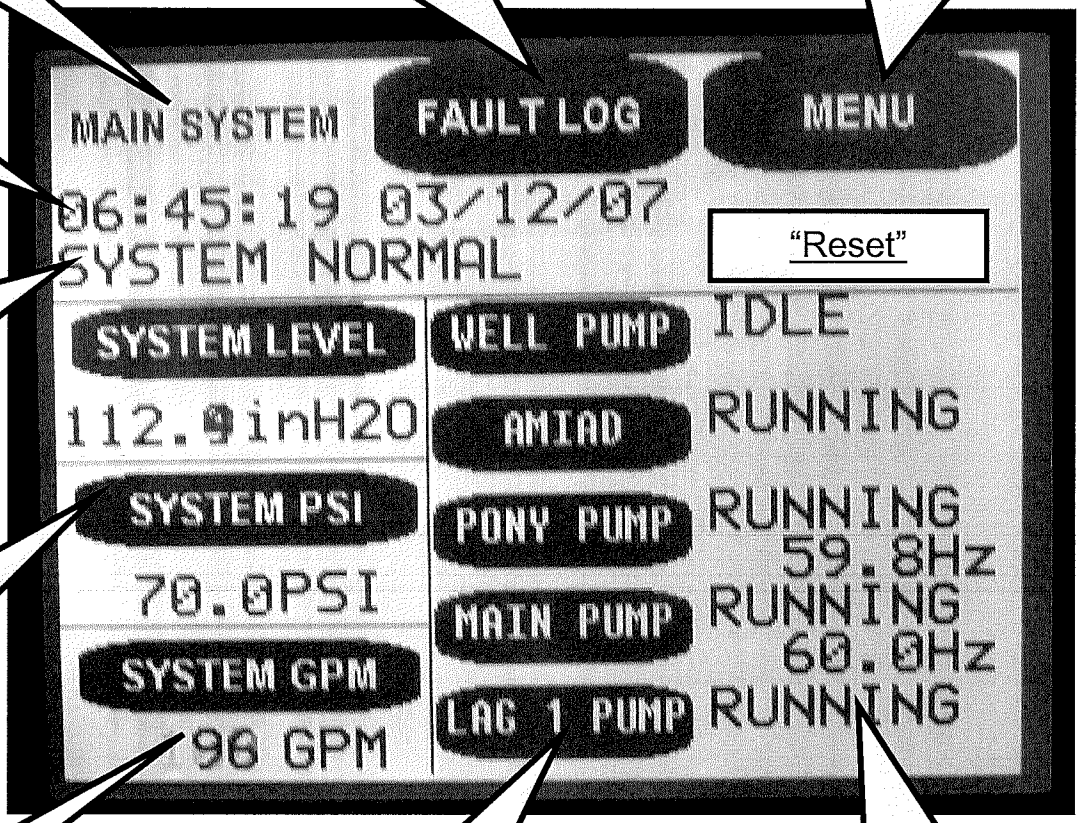
"FAULT LOG":
Displays a historical list of faults that have occurred. (see "Fault Log" section)

"MENU":
Displays the options and settings the user can adjust for optimal performance. (see "Menu" **section)**

TIME & DATE:
Time is adjusted for 24-hour format only.

SYSTEM STATUS:
Displays condition of system including faults and warnings (see "Correcting faults" section)

PROCESS CONTROLS:
Displays set points and settings for automating processes. (Level, Pressure &/or Flow)

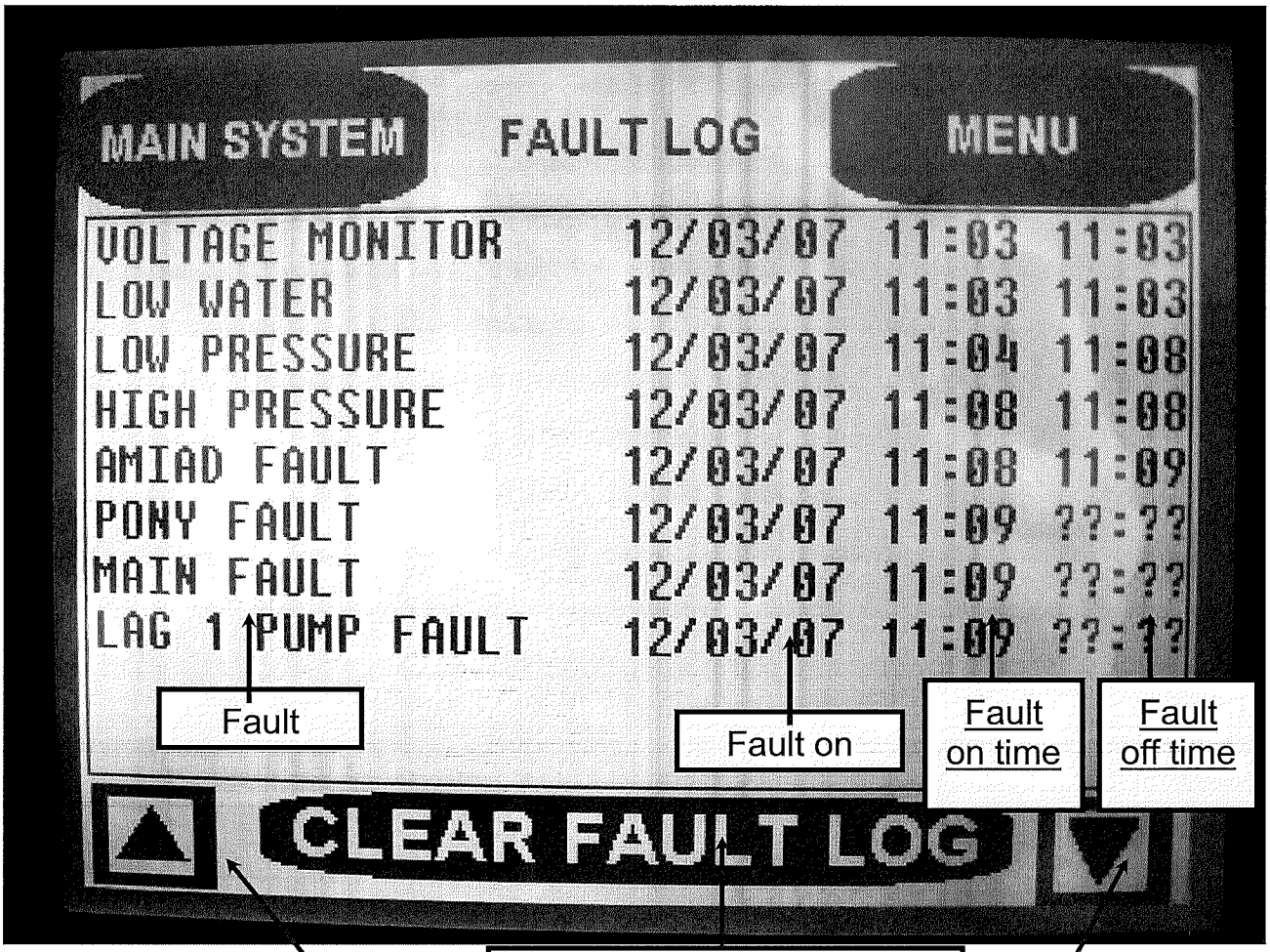


PROCESS DISPLAYS:
Displays current value of processes. (Level, Pressure &/or Flow)

PUMP SELECTION BUTTONS
Displays user reset-able, total accumulated operating hours since last reset and any settings or options specific to that pump.

PUMP STATUS DISPLAYS:
Displays status of the pumps (Stopped, Starting, Running, Idle & Faulted) and VFD operating speeds.

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"Clear Fault Log" button:

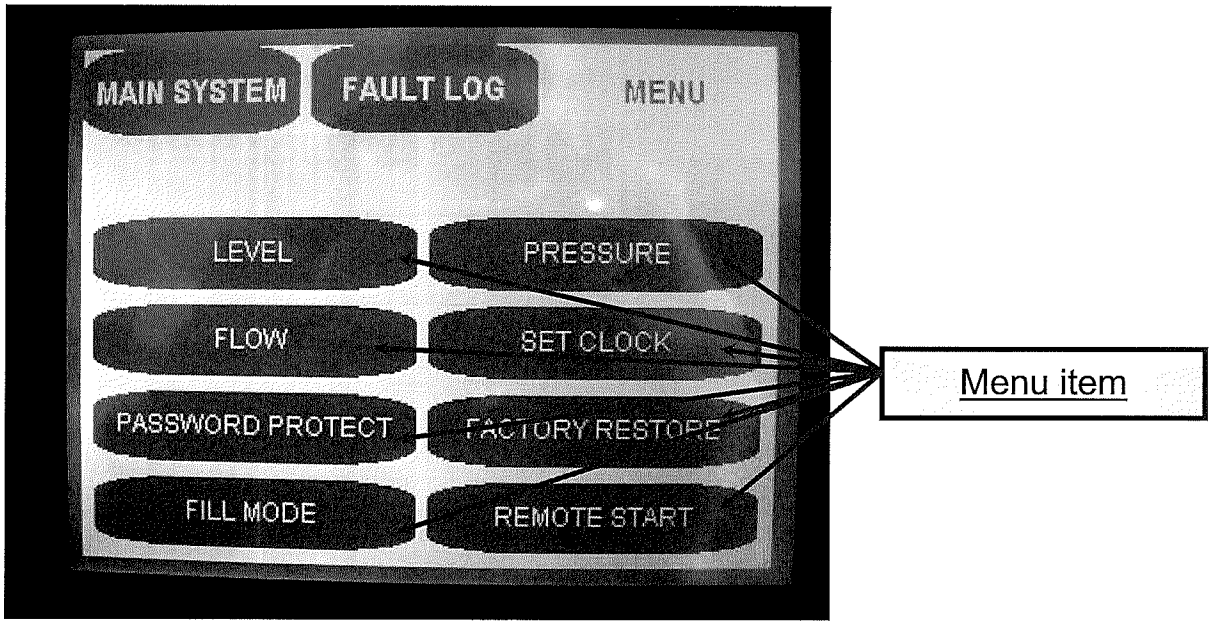
Clears all faults and dates from the log.

Fault Log scroll buttons:

UP: **Scrolls up the fault log.**

Down: **Scrolls down the fault log.**

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"Level": User adjustable "Level Set-point" (if equipped with a Well VFD), "Low Level" & "High level" alarms (if equipped with a Level Transducer). User adjustable settings and delay for automatic restarts of the "Low Water" fault (if equipped with a float switch).

"Intake Pressure": User adjustable pressure settings and delay for "Low Intake Pressure" fault (if equipped with an Intake Pressure Transducer).

"Pressure": User adjustable pressure set point, "Low Pressure" & High Pressure" faults.

"Flow": User resettable total accumulated flow since last reset. User adjustable flow settings and delay for "Low Flow" fault (when equipped with a flow meter).

"Set Clock": Set system time and date.

"Password Protect": Enable/disable password protection that requires a password to make changes.

"Factory Restore": Options for saving/loading system options and settings.

"Fill Mode": Enable/disable automated main-line fill routine. User adjustable pressure steps and delays.

"Remote Start": Enable/disable start/stop control from an external signal.

"Alternation": Enable/disable automatic alternation of pumps (when equipped). Selection of desired Lead pump. User adjustable automatic alternation time.

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Fault:	Source:*	Indication:	Repeat indicates:	Check:	Reset:
"Voltage monitor"	Panel voltage monitor*	Incoming power is not within voltage tolerances	Bad power	Pump control panel voltage monitor	Automatic
"Low water"	Float switch*	Sump/Tank water level is below user level setting	Insufficient water supply	Sump/Tank water levels	Reset button or All HOA's to "OFF"
	Level transducer*				Reset button or All HOA's to "OFF"
"High water"	Level transducer*	Sump/Tank water level is above user level setting	Water source automation failure	Sump/Tank water levels & setting	Automatic
"Low Intake PSI"	Intake pressure transducer*	Intake supply cannot maintain minimum user pressure setting	Intake pumps not operational	Intake source pumps	Reset button or All HOA's to "OFF"
		Intake supply cannot reach acceptable pressure within user time setting	Insufficient intake water supply	Intake source water	Reset button or All HOA's to "OFF"
"Low flow"	Flow meter*	Pumps cannot maintain minimum user flow setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Flow switch*	Pumps cannot reach acceptable flow within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"Low pressure"	System pressure transducer*	Pumps cannot maintain minimum user pressure setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Pressure switch*	Pumps cannot reach acceptable pressure within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"High pressure"	System pressure transducer*	System pressure is above user pressure setting	Closed/failed valves	Valve operation	Reset button or All HOA's to "OFF"

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Fault:	Source:*	Indication:	Repeat indicates:	Check:	Reset:
	Pressure switch*		Automation failure	Pump control panel user pressure settings	Reset button or All HOA's to "OFF"
"Communication"	PLC communication monitor*	PLC cannot communicate with one of the VFDs or Remote Panels	VFD or Remote Panel is not operating	VFD/Remote Panel power	Automatic
			VFD or Remote Panel communications failure	Communications wiring/antenna /cable/radio	Automatic
Pump faults	Breakers*	Breakers have "tripped"	Problem with motor	Breaker settings and motor (megger)	Manual (reset breaker)
	Overload modules*	Overload modules have "tripped"	Problem with motor	Overload settings and motor (megger)	Manual (reset overload)
	VFD fault relays*	VFD has faulted	Problem with VFD or Motor	VFD keypad	Reset button or All HOA's to "OFF"
	PLC communication monitor*	PLC cannot communicate with one of the VFDs or Remote Panels	VFD or Remote Panel is not operating	Power/communication wiring/antenna / cables/radio	Automatic
"Level AI loss"	Level transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"Intake PSI AI loss"	Intake pressure transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"System PSI AI loss"	System pressure transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"Flow AI loss"	Flow meter*	Analog input from device is out of range	Failed or miss-wired transducer	Flow meter wiring	Automatic

*** Specific system equipment may vary**

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This section describes the step-by-step procedures to operate the pumping station for normal use. When the system is temporarily turned off for maintenance, or any other reason, these guidelines can be used as a tool to get the system back online and operating in the same manner it was operating before it was stopped.

NORMAL OPERATION: Mainline fill
(only perform this function after the pump station has been through a 'spring checkup').

STEP 1:
Turn all operators (page 8, figures #3,4,5,6) to the 'OFF' position before turning on power (page 8, figure 7). Turn on power & wait for the SYSTEM FAULT (page 8, figure 8) lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
Turn the MANUAL SPEED CONTROL potentiometer knob counterclockwise to the zero (0) position. Turn the MAIN pump operator to the 'HAND' position. The main pump will start to and accelerate to approx 28 Hz of motor speed; this is normal. Slowly turn the speed knob clockwise paying attention to the upstream & downstream pressure gauges while filling the lines. If the main pump does not start, quickly turn the main operator to the 'OFF' position & call PPS. On submersible models, this indicates a shaft in the pump assembly that is stuck from dry mud during winterization and will required special procedures to get it unstuck from the pump bearings.

STEP 3:
After the system reaches more than 50psi of water pressure (it may take anywhere from 10 minutes to approx 2 hours, depending on the area it was designed for), turn the switch on the MAIN operator to the 'AUTO' position.

STEP 4:
After the system has achieved the desired set point reference, switch the LAG operator to the 'AUTO' position.

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STEP 1:
Turn all operators (pg. 8 fig. 3,4,5,6) to the **'OFF'** position before turning on power. Turn on power & wait for the **SYSTEM FAULT** lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
If the system is already filled with water with a minimum of 20 PSI or more, turn the AMIAD & PONY operators to the 'AUTO' position. The pony pump should start. Wait at least five minutes, and then turn the MAIN operator to the 'AUTO' position. The main pump should start. After the pressure has reached 50 PSI or more, turn the LAG operator (if the system is equipped with the pump) to the 'AUTO' position.

NORMAL OPERATION : System Shutdown

STEP 1:
Turn operators to the **'OFF'** position in the following order (largest last motor to the smallest):

STEP 2:
If the system is going to be off for long periods of time, turn off the main power switch (page 8, figure M). If the system is going to be off for the end of the season, follow WINTERIZATION procedures.

SYSTEM WINTERIZATION: Season Shutdown

STEP 1:
Follow 'System Shutdown' procedures BEFORE performing winterization. Failure to do so may result in injury & equipment damage. Empty the mainline pressure by relieving pressure outside of the pumping station. Do not attempt to use the pump station to relieve system pressure. Open hose bibb to ensure the pressure is relieved.

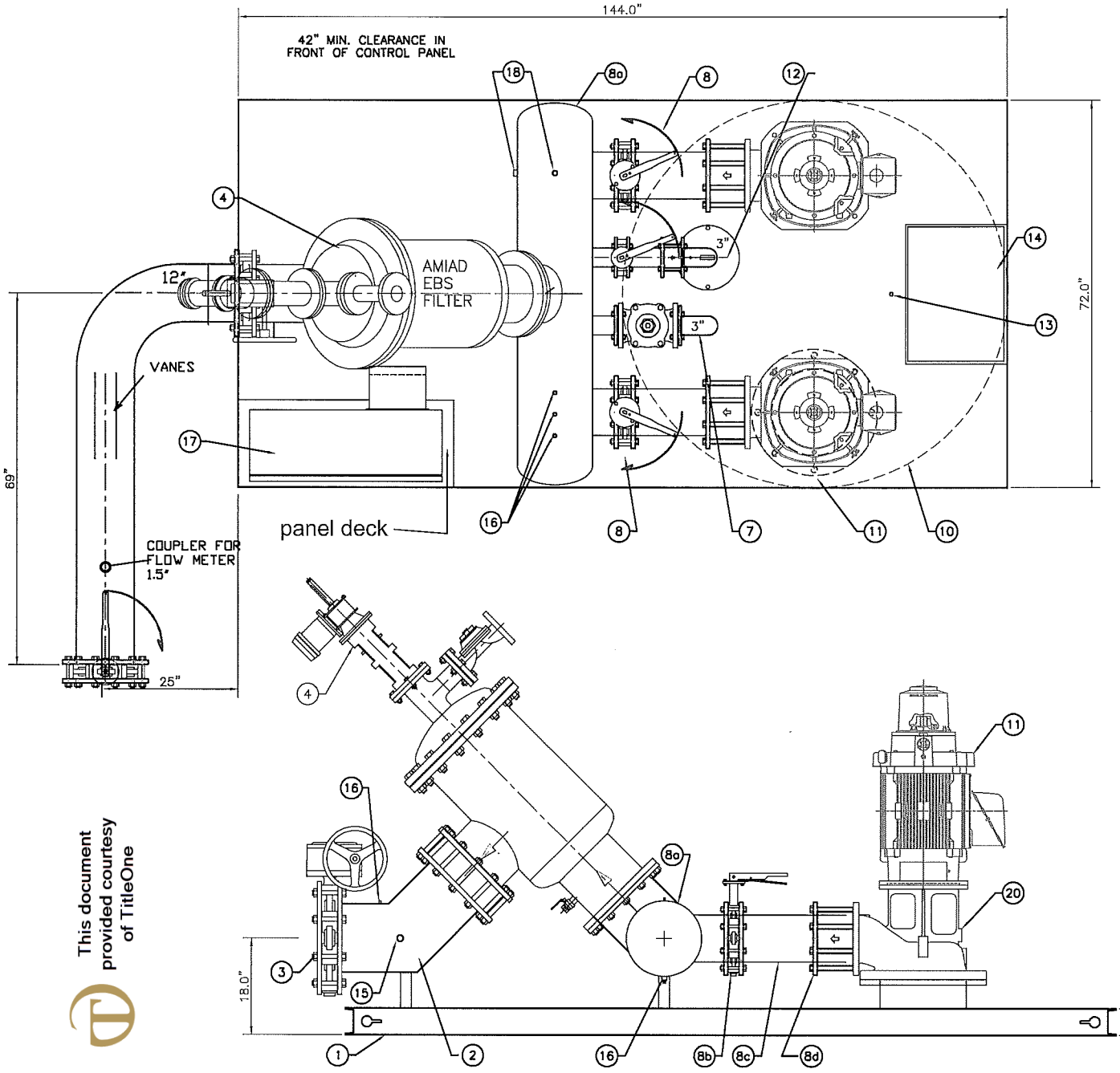
STEP 2:
After the system pressure is relieved, open the drain plugs below the manifold header (page 7, figure 18). The pumps are self-draining by their vacuum relief valves, and no maintenance is required. Leave the drain plugs off and store them in a safe place.

STEP 3:
It may be essential and wise to remove the Red Hat valve assy from the blue flushing valve (page 7, figure 20). In extremely cold weather, there have been reported problems of the valves freezing and failures due to water left inside the brass valve assy. It is also recommended to remove the flush valve control filter (page 7, figure 21), and the pressure transmitter unit.

STEP 4:
After the system is winterized, go to the main disconnect switch handle, lock it out with a wire or plastic tie, and tag it with a label " WINTERIZED BY:_____" with a date stamp.

PPS offers a service program that includes all mainline fill, start-up and winterization procedures. For more information call: 208-323-5300

MODEL 2T75-J5V-2200-80-EBS
PREFABRICATED PUMP STATION

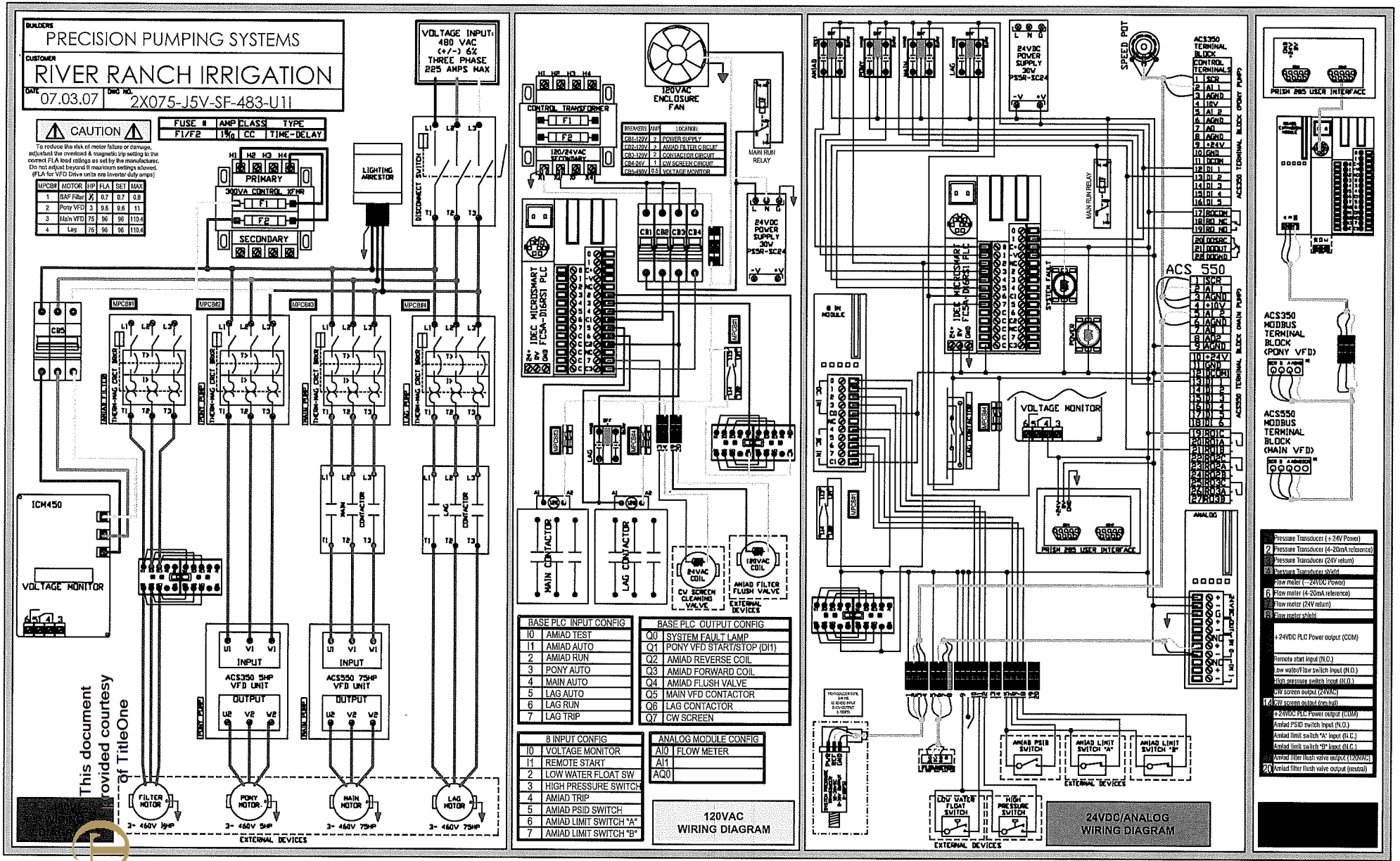


LEGEND

1. 6'x12' SKID (Drylac powder coated)
2. 12" DISCHARGE
3. 12" GEAR OPERATED BUTTERFLY VALVE
4. 12" AMIAD EBS AUTOMATIC FILTER
5. 3" CHECK VALVE
6. 12" SWING CHECK VALVE
7. 3" PRESSURE RELIEF VALVE
8. 8" MAIN PUMP DISCHARGE ASSY (x2)
   a. 14" MANIFOLD
   b. 8" LEVEL OP. BFV
   c. 8" SPOOL
   d. 8" SILENT CHECK VALVE
   e. N/A

9. LIFTING HOOK
10. 72" WET WELL (VERIFY DEPTH)
11. 75 HP TURBINE PUMPS 1100 GPM @ 195'
12. 5 HP JOCKEY PUMP DISCHARGE ASSY
13. 1/2" COUPLER
14. ACCESS HATCH
15. 1" HALF COUPLER
16. 1/4" HALF COUPLER
17. UL LISTED TYPE 3R VFD CONTROL PANEL
18. 3/4" HALF COUPLER (AIR RELIEF)
19. 3" BUTTERFLY VALVE
20. DISCHARGE HEAD

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BUILDERS
PRECISION PUMPING SYSTEMS
CUSTOMER
RIVER RANCH IRRIGATION
DATE 07.03.07
DWG NO. 2X075-J5V-SF-483-U11
CAUTION
To reduce the risk of motor failure or damage, adjustthat the overload & magnetic trip setting to the correct FLA load ratings as set by the manufacturer. Do not adjust beyond III maximum settings allowed. (FLA for VFD Drive units are inverter duty amps)
MPCB# | MOTOR | HP | FLA | SET | MAX
1 | SAF Filter | ½ | 0.7 | 0.7 | 0.8
2 | Pony VFD | 3 | 9.6 | 9.6 | 11
3 | Main VFD | 75 | 96 | 99 | 110.4
4 | Lag | 75 | 96 | 96 | 110.4
FUSE # | AMP | CLASS | TYPE
F1/F2 | 1½ | CC | TIME-DELAY
VOLTAGE INPUT: 480 VAC (+/-) 6% THREE PHASE 225 AMPS MAX
PRIMARY
300VA CONTROL XFMR
SECONDARY
F1
F2
LIGHTING ARRESTOR
DISCONNECT SWITCH
MPCB#1
MPCB#2
MPCB#3
MPCB#4
CB5
FILTER MOTOR
PONY MOTOR
MAIN MOTOR
LAG MOTOR
3~ 460V 3HP
3~ 460V 5HP
3~ 460V 75HP
3~ 460V 75HP
ICM450
VOLTAGE MONITOR
ACS350 5HP VFD UNIT
ACS550 75HP VFD UNIT
INPUT
OUTPUT
EXTERNAL DEVICES
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120VAC ENCLOSURE FAN
CONTROL TRANSFORMER
120/24VAC SECONDARY
MAIN RUN RELAY
CB1 CB2 CB3 CB4
BREAKERS | AMPS | LOCATION:
CB1-120V | 2 | POWER SUPPLY
CB2-120V | 2 | AMIAD FILTER CIRCUIT
CB3-120V | 2 | CONTACTOR CIRCUIT
CB4-24V | 1 | CW SCREEN CIRCUIT
CB5-480V | 0.5 | VOLTAGE MONITOR
24VDC POWER SUPPLY 30V PSSR-SCR4
IDEC MICROSMART PLC FC5A-D12RS1
MAIN CONTACTOR
LAG CONTACTOR
24VAC COIL
CW SCREEN CLEANING VALVE
120VAC COIL
AMIAD FILTER FLUSH VALVE
EXTERNAL DEVICES
BASE PLC INPUT CONFIG
I0 AMIAD TEST
I1 AMIAD AUTO
2 AMIAD RUN
3 PONY AUTO
4 MAIN AUTO
5 LAG AUTO
6 LAG RUN
7 LAG TRIP
BASE PLC OUTPUT CONFIG
Q0 SYSTEM FAULT LAMP
Q1 PONY VFD START/STOP (DI1)
Q2 AMIAD REVERSE COIL
Q3 AMIAD FORWARD COIL
Q4 AMIAD FLUSH VALVE
Q5 MAIN VFD CONTACTOR
Q6 LAG CONTACTOR
Q7 CW SCREEN
8 INPUT CONFIG
I0 VOLTAGE MONITOR
I1 REMOTE START
2 LOW WATER FLOAT SW
3 HIGH PRESSURE SWITCH
4 AMIAD TRIP
5 AMIAD PSID SWITCH
6 AMIAD LIMIT SWITCH "A"
7 AMIAD LIMIT SWITCH "B"
ANALOG MODULE CONFIG
AI0 FLOW METER
AI1
AQ0
120VAC WIRING DIAGRAM
SPEED POT
ACS350 TERMINAL BLOCK CONTROL TERMINALS
ACS 550
VOLTAGE MONITOR
AMIAD PSID SWITCH
AMIAD LIMIT SWITCH "A"
AMIAD LIMIT SWITCH "B"
LOW WATER FLOAT SWITCH
HIGH PRESSURE SWITCH
24VDC/ANALOG WIRING DIAGRAM
PRISM 285 USER INTERFACE
ACS350 MODBUS TERMINAL BLOCK (PONY VFD)
ACS550 MODBUS TERMINAL BLOCK (MAIN VFD)
1 Pressure Transducer (+24V Power)
2 Pressure Transducer (4-20mA reference)
3 Pressure Transducer (24V return)
4 Pressure Transducer shield
5 Flow meter (+24VDC Power)
6 Flow meter (4-20mA reference)
7 Flow meter (24V return)
8 Flow meter shield
9 +24VDC PLC Power output (COM)
10 Remote start input (N.O.)
11 Low water/Flow switch input (N.O.)
12 High pressure switch input (N.O.)
13 CW screen output (24VAC)
14 CW screen output (com/sgl)
15 +24VDC PLC Power output (COM)
16 Amiad PSID switch input (N.O.)
17 Amiad limit switch "A" input (N.C.)
18 Amiad limit switch "B" input (N.C.)
19 Amiad filter flush valve output (120VAC)
20 Amiad filter flush valve output (neutral)

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EXHIBIT D

STAR RIVER RANCH DESIGN GUIDELINES AND STANDARDS

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STAR RIVER RANCH DESIGN GUIDELINES AND STANDARDS

These Star River Ranch Design Guidelines and Standards ("Design Guidelines") are promulgated pursuant to the Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Star River Ranch, as may be amended from time to time (the "Declaration") Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration. These Design Guidelines shall apply to the development of all Improvements on Lots on the Property, except as set forth in the Declaration. These Guidelines include the allowable building areas and setbacks, architectural guidelines, and the landscape improvement guidelines. The Design Guidelines are subject to change through time, at the discretion of the Star River Ranch Homeowner's Association, Inc. (SRRHA). All home and site design shall adhere first and foremost to Star City code and ordinance.

1. STAR RIVER RANCH CHARACTER, PLAN AND PROCESS

1.1. STAR RIVER RANCH CHARACTER AND PLAN

Star River Ranch Community is located in Star ID, nestled amidst a rural environment and bordered by the Boise River. The natural environment surrounding the site hosts a number of wildlife species and naturalized vegetation. Star River Ranch shall portray a "luxurious rustic Idaho" environment. A sense of extravagant spaciousness should be implemented throughout the site, to afford a sense of high quality, comfort, and easy living.

The primary principles guiding the creation and development of Star River Ranch are:

- Community
- Natural Environment
- Diversity, Richness in Architectural Style
- Quality of Life
- Open Space Preservation
- Value

With this in mind, use of natural and/or native materials, natural colors and tones, and craftsmanship in materials and design is encouraged. Other design styles are acceptable if the "high quality rustic" character is conveyed in these styles. These standards are meant to provide Owners, builders and designers with guidelines that promote interest, diversity, creativity and yet continuity within this development. Together with the Declaration, this will ensure that the character and quality of Star River Ranch continues to be enhanced as building occurs.

1.2. STAR RIVER RANCH DESIGN REVIEW PROCESS

Residential development of the Star River Ranch community is guided by the Design Review Committee of the Star River Ranch Homeowner's Association, referred to herein as the SRRDRC. This SRRDRC shall be responsible for the review and approval of three essential elements on each Lot; the actual Lot Grade and Elevation, the residential structure (the "Home"), and the Home's exterior improvements, otherwise referred to as the Lot landscape [confirm we picked up outbuildings etc.].

The application submittal and review process involves the following six tasks, which are explained in more detail in the following sections of the guidelines:

TASK ONE:	Lot & Home: Preliminary Submittals
TASK TWO:	Lot & Home Design Revisions and Final Approval
TASK THREE:	Lot & Home Construction & Inspection

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TASK FOUR: Lot Landscape: Preliminary Submittals
TASK FIVE: Lot Landscape: Design Revisions & Final Approval
TASK SIX: Lot Landscape Construction & Inspection

2. STAR RIVER RANCH AMENITIES

2.1. AMENITIES, EASEMENTS & RIGHTS-OF-WAY

As improvements are contemplated for each Lot, it is important to note the special areas of the Star River Ranch. The character of open space has been enhanced with the addition of these amenities, and should be considered in all design approaches.

Certain easements and rights of way, as well as Restricted Areas exist in Star River Ranch as set forth on the plat of Star River Ranch and the Declaration as may be amended or supplemented from time to time, which may limit or affect the use of Lots. .

3. STAR RIVER RANCH HOMESITES

3.1. HOMESITE SETBACKS

Building Setbacks are established for all Lots within Star River Ranch, per Table A, below. These setbacks are absolute limits of development, and in most Lots, work in conjunction with the established Building Envelope to result in an open, spacious appearance for the Star River Ranch community. Adherence to these setbacks will ensure that all residents take a consistent approach towards development of their individual lots, respectful of their neighbors. In areas where Lots encompass or are aligned adjacent to easements, the building envelopes have been modified to afford easement access.

TABLE A: HOMESITE SETBACKS

SETBACK	**Distance**
Front Yard / Street Frontage	20’
Side Yard	10’
Corner Side Yard	20’
Rear Yard	20’

3.2. BUILDING ENVELOPES

Building envelopes are determined by the setback requirements and the easements. Building envelope shall be delineated by the design professional on each lot and shall be illustrated on the Lot plan. The design professional is responsible to comply with all setback and easement requirements.

The building envelope shall contain all of the site’s hardscape improvements, including but not limited to the house, the patios, pools, ancillary structures and buildings and their related improvements. Noted exceptions to this standard are the allowance of utility routes and connections, and driveway, sidewalk and pathway access points and alignments.

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Areas inside or outside of the building envelopes that are improved and/or landscaped by Developer or Grantor are to remain as originally improved and undisturbed by any one or group of residents. These areas shall enhance the Star River Ranch community and be maintained by the Star River Ranch Homeowners Association until such time as title to a lot is conveyed to a Class A member and at that time the maintenance of the area within the residential lot shall become the Class A Members responsibility except as otherwise provided in the Declaration.

3.3. HOMESITES ON MULTIPLE LOTS

If and when an Owner combines two or more residential lots, the Owner must submit the proposed combined lot plat to the SRRDRC for review. If combination of multiple lots is approved by the SRRDRC the owner will have to proceed with all governmental required processes for combining lots. Then upon successful combination of the multiple lots the SRRDRC will determine a new Building Envelope and relative setback revisions and alignments in accordance with the new lot lines and standards established herein.

3.4. BUILDING ENVELOPE AND SETBACK WAIVER

The Building Envelope shall contain all of the site's hardscape improvements, including, but not limited to the house, the driveway and its turnarounds, guest parking, patios, pools, ancillary structures and buildings and their related improvements. While this standard remains a requirement, it is acknowledged that each residential lot possesses its own character and individual aspects, and may sometimes pose a challenge throughout the architectural design processes. Owners and their Architects may find that creative solutions to meet these challenges may impact these building envelopes and relative setbacks. Therefore, any and all residential designs that encroach or impact beyond the designated building envelope or into established setbacks shall be submitted to the SRRDRC for review and evaluation prior to any relative development. The SRRDRC shall be responsible for the evaluation of these encroachments relative to the continuity of the overall Star River Ranch community, and in accord with the established guidelines herein. Determination of appropriateness of these submittals shall be at the sole discretion of the SRRDRC. Owners are required to comply with any requirements of the City of Star

3.5. ARCHITECTURAL FOUNDATIONS; ELEVATIONS & GRADE

The finished elevation of an architectural foundation cannot be established lower than the existing grade on each Lot, with the exception being the excavations required to construction the foundation. The finished grade of a foundation can be raised above existing finished grades, however, and appropriate structural fill materials imported to achieve this.

As the builder excavates materials for foundation installations, it is critical that the topsoils, if any, be stripped and stockpiled separately from the general fill materials. Upon completion of excavations and installations of foundations, it is critical that the general fill materials be used for the base fills, with the topsoil placed as finish material, to result in minimum depths of 1'.

Prior to commencement of any construction activities it is required that Owners and/or builders obtain the services of a professional soils engineer to test the Building Envelope for compaction and soil types. The results of the compaction testing and soil types shall be considered critical to the foundation and structural design. Failure to comply with this requirement shall be at Owner/Builder's sole risk and Owner/Builder shall hold harmless and forever indemnify Developer, Grantor and all of their principles, officers, members, affiliates and successors from any and all claims or losses.

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Prior to commencement of any construction activities it is required that Owners and/or builders obtain the services of a professional Surveyor to certify the Building Envelope. Confirming that no portion of the building envelope encroaches into any setbacks, easements, right of way's or lies below the base flood elevation. Failure to comply with this requirement shall be at Owner/Builder's sole risk and Owner/Builder shall hold harmless and forever indemnify Developer, Grantor and all of their principles, officers, members, affiliates and successors from any and all claims or losses.

4. STAR RIVER RANCH HOMES

4.1. SUBMITTAL AND APPROVAL PROCESS

It is the intent of the Star River Ranch Design Review Committee to accommodate a diversity of quality home styles while maintaining a character of relaxed luxury living within Idaho's natural surrounds. The SRRDRC will carefully review each home plan set submitted, to determine the appropriateness of the home design and materials in supporting this character, and their relationship to the site and the existing surrounds; inclusive of the homes built nearby.

TASK ONE: Lot & Home: Preliminary Submittals

Owner and/or Builder shall prepare and submit a preliminary Home Design for review by the SRRDRC. This submittal shall include all requirements below:

- Architectural Plans illustrating the following:
  - Construction/Building Regulation Conformance Submittal
  - Construction Area & Limit Lines Plan
    To include:
    Property lines
    Building Envelope and Setbacks
    Easements
  - Construction Deposit
  - Site Existing Grade Plan
  - Foundation Finished Elevations
  - 1/4" or 1/8" scale Final Floor Plans
  - 1/4" or 1/8" scale Final Colored Exterior Elevations (all sides)
  - Building Rendering (optional, and/or at the discretion of the SRRDRC)
- Materials Schedules, inclusive of the following:
  - Color samples (4" x 4" minimum)
  - Color photographs (4" x 4" minimum) of roof finish materials, window frame color & styles, masonry, natural stone, shutter, railings, and other similar material elements.
- A completed "Lot & Home Submittal Checklist," **Appendix A**

The SRRDRC shall then review the submittals and make recommendations for approval and/or revisions. The Owner and/or builder shall then proceed with TASK TWO, prior to completion of construction documents, or initiation of Lot or Home construction.

Allow 7 business days for a response to the original submittal. The response will be either "approved," "approved with conditions" or "denied – resubmit." The submittal fee is **$500.00.** If a submittal is marked "denied – resubmit" twice, the third submittal must be accompanied by an additional **$300.00** re-submittal fee, out of which hourly review fees shall be debited, and the

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balance returned to the Owner/builder. Allow 5 business days for a response to each resubmittal. Submittals must be approved prior to start of construction.

"Out buildings" that do not coincide with the Residence submittal require an additional Architectural Standards submittal to, and approval by the SRRDRC. The fee is **$300.00** for "out building" less than 250 square feet and lacking utilities. For "out buildings" 250 square fee and larger and those requiring utilities, the full fee is required. All fees are subject to change as deemed appropriate by the SRRDRC.

TASK TWO: Lot & Home Design Revisions and Final Approval

Upon receipt of SRRDRC initial review and recommendations of the Home Design, the Owner and/or Builder shall review and make revisions as required by the SRRDRC. This revised Home Design shall then be resubmitted with one full set of Construction Documents, concurrent with the applicant's required submittal to the governing municipality for builder permit plan check. The SRRDRC shall review this final submittal for Final Approval, and any deviation from the approved TASK ONE Preliminary Phase submittal will be cause for disapproval and stop work of the project.

TASK THREE: Lot & Home Construction & Inspection

Upon final approval of the Home Design and Construction Documents by the SRRDRC, the Owner and/or Builder shall procure all necessary and required permits in accord with local code and ordinance, and shall initiate construction of the Home and Lot.

The SRRDRC shall inspect construction throughout the construction activities to ensure conformance to the approved documents. Should the construction waiver from the approved documentation, the construction activity shall be halted, and a conference with the SRRDRC and the Owner and/or Builder shall occur prior to resuming construction activities.

The Owner and/or Builder shall request two inspections by the SRRDRC during the Home development phase. The Owner and/or Builder shall grant 3 working days notice to the SRRDRC in scheduling these inspections. The first site inspection shall occur when the building exterior framing is complete. Approval of the framing by the SRRDRC must be achieved prior to initiation of exterior construction. The second site inspection by the SRRDRC shall occur after the final building exterior finish materials and colors are complete.

A report will be issued by the SRRDRC to the Owner and/or Builder after each site inspection. Any deviation from the approved Preliminary Phase submittal or subsequent inspection approvals will be cause for disapproval and stop work of the project.

4.2. ARCHITECTURAL STYLES

Star River Ranch Subdivision will not restrict architectural styles. Styles selected by the Builder and/or homeowner will however portray a relaxed luxury; an image of high quality amidst the surrounding rural context.

4.3. BUILDING SQUARE FOOTAGE MINIMUMS

Star River Ranch Subdivision will require building size minimums that shall be considered the minimum livable square footages allowed. The minimum square footages shall be exclusive of garages, patios or porches. The minimum livable square footage for a single story structure shall be **2800** square feet and the minimum livable square footage for a 2 story structure shall be **3500**

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square feet. Split level entry structures or structures with any form of livable basement are prohibited.

4.4. BUILDING ELEMENTS

Home floor plans need to display significant projections and recesses. Major building elements and/or projections and recesses will be a minimum of 6 feet. Minor building elements such as bay windows or decorative massing features will project and/or recess a minimum of 2 feet.

Vertical building massing, exterior walls and roofs must display significant height variation and design planes. Variations will be a minimum of 4 feet. Design planes consist of gable ends, overhangs, balconies, window shutters, porches, and the like. Continuously even wall plane heights are not acceptable.

4.5. ROOFS

Roofing materials are not restricted, but need to harmonize with the home design. Roofs will be varied in height. Continuous roofs will be interrupted with gables, dormers and other features. Roofs are not to dominate the home design. The roof pitch will be consistent throughout the home design.

Where Composition Shingles are used, heavy profile products are required. These shall carry a minimum 40 year transferrable residential warranty covering manufacturing defects.

Roof Fascia and Barges shall be stepped. An example would be a 4" trim applied over an 8" trim and in all cases the base trim shall have a minimum profile of 8". Fascia shall not require the step element in the event that gutter is being installed over the fascia. Roof overhangs shall be designed with a minimum depth of twelve inches (12") for "traditional" gabled and hipped roof designs. "Contemporary" home designs featuring a narrow fascia or no fascia will be closely scrutinized by the SRRDRC to ensure appropriate character within the community.

4.6. EXTERIOR HOME ELEVATIONS / SIDING

Quality materials and color selections are encouraged. An overall character of solid mass and stability is sought in the appearance of the Star River Ranch homes.

For this reason, "Hardboard" and "Vinyl" siding will not be allowed. Cement Fiber siding and Natural wood (veneer or solid) options are allowed. Blind nail application is required when approved siding types permit this installation practice and in all cases where manufactured siding is used strict compliance with manufacturer installation guidelines is mandatory.

Masonry and Stone products are encouraged. Simulated stone products are acceptable if they are comprised of individual "stone" units laid up by masons and integral in color. All such enhancements shall be approved by the SRRDRC.

Stucco is acceptable provided it is a true multi-coat application. The use of one coat or EFIS systems is prohibited. Finish and texture samples are to be submitted to the SRRDRC for approval.

Home exterior designs will include a minimum of two materials on each exterior building elevation, with the materials "wrapping" the home, rather than acting as a veneer or façade on one face of the home. Avoid exclusive use of one material on the entire home, particularly street

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facing facades will display two or more materials used in abundance, with these materials continuing on each side of the home. The sole use of low wainscots, do not constitute an "abundance" of such material, where a full wall height of such material will. Soft, muted and/or natural color tones are preferred. Bright, loud and highly contrasting colors are not allowed. Materials and colors beyond those described herein shall be highly scrutinized, and their appropriateness determined by the SRRDRC.

4.7. EXTERIOR HOME ELEVATIONS / WINDOWS

Window products and styles must be compatible and support the design style portrayed by the proposed home. Heavier profile frames and sashes typically convey the stability, mass and character sought for the Star River Ranch community.

The use of wood or aluminum clad wood windows is highly encouraged. When using vinyl windows, the visible portion of the window frame that is attached to the home shall be of one and one-quarter inch (1¼") minimum width. This frame profile width is intended to equal the width of typical wood window frames. Vinyl window units with "narrow" frames will not be considered. With any window type, mutton grilles (simulated divided light) shall be either true divided glazing or grilles attached to both the exterior and interior glazing faces.

4.8. GARAGES

Garages shall accommodate a minimum of 3 cars, and a maximum of 5 cars unless proven to be architecturally pleasing and approved by the SRRDRC. Garages and garage doors are preferably oriented to minimize impact from the street and side entry garages are highly recommended. For designs that orient garage doors to the street, it is strongly recommended to set the garage further back from the street than the occupied portion of the home, with the garages not exceeding 50% of the overall home front street elevation.

Garage door building faces will be broken into offsets, material changes and perhaps diverse roof orientations to add interest and scale. Additionally, "Carriage" doors and garage door appliques are encouraged to enhance street views of these frontages.

Open garages will not be considered Oversized and/or RV garages and detached shops will be considered on a site by site approval and only when the entry face of the oversized garage, RV garage or shop can be placed a minimum of 36' behind the required front setback requirement. The side elevation of an oversized garage shall be required to be as architecturally pleasing as the front elevation of the home and both front and side elevation detail shall be closely scrutinized by the SRRDRC. Please refer to Section 5.4: "DRIVEWAYS AND GARAGES" for related direction.

4.9. ADDRESS NUMBERS & SIGNAGE

Numbers shall meet the local building codes. The numbers and/or lettering styles, colors, materials and finishes will be compatible with the home design. The scale of the signage will harmonize with the home design scale.

Design Examples that need improvement to result in positive use of Home Guidelines.

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Driveway and garage doors are too dominant. The variation in materials is not acceptable. Window detailing and trim is not distinct. White window frames promote too much contrast to finishes and colors. Roof is too dominant. Floor plan projections and recesses are not acceptable.	Front elevation shows good use of varying heights, though side elevation does not. No variation in form, wall heights, façade treatment or material usage. Blank wall and garage doors face the street without interest in design. Window detailing and trim not significant and frames do not harmonize with adjacent finishes.	Not enough floor plan projections and recesses. Upper window trim and frames exhibit too much contrast. Driveway, garage and roofs are too dominant. The use of multiple materials is not adequate.

4.10. EXTERIOR WATER CONTROL

Water from roofs needs to be managed by either providing a gutter/downspout/drainage system or gutter-less/drainage system that does not stain the structure with water or dirt. The "drainage system" will convey the water away from the building in a manner that is not detrimental to the life or appearance of the landscaping or building structure. Water containment will not cause objectionable odors, erosion or health hazards such as insect life.

4.11. AREAS OF CONCERN

No house plan is to be repeated within the Star River Ranch Subdivision unless they are altered by significant elevation variations, finishes and colors to promote a dissimilar appearance. Homes using only one material, or a second materials as minor accent or trim will not be allowed. Exterior window and door frames whose colors contrast sharply with adjacent exterior wall and trim materials colors will not be allowed. An example of contrast is beige exterior walls, darker beige window trim and/or detail and white window frames that don't relate to any other white colors on the building. Flat and/or minor window and door trim will not be allowed. "Flat" is defined as a plane offset of less than 1 inch from face of siding to face of trim.

4.12. OUT-BUILDINGS & STRUCTURES

Out-buildings & Structures are any structures with a permanent roof and contain a floor plan larger than 48 square feet and are not the primary residence. Cloth and/or fabric roofs are not considered permanent. These building elements will be of the same architectural style, materials, finishes and colors as the home. If an out-building or structure is submitted along with the home design, there is no extra fee. Buildings or structures submitted anytime after the initial home design is approved will require a separate Architectural Standards submission and fee, per TASK ONE, above.

4.13. BUILDING ADDITIONS AND EXTERIOR REMODELING

Any building additions and/or exterior remodel will require an Architectural Standards submittal to, and approval by the SRRDRC.

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5.1. SUBMITTAL AND APPROVAL PROCESS

It is the intent of the Star River Ranch Design Review Committee to accommodate a diversity of site and landscape styles while maintaining a quality, relaxed, and spacious character throughout the community. The SRRDRC will carefully review each Lot plan submitted, to determine the appropriateness of its style and use of materials in relation to the site and the existing surrounds; and to ensure that it offers smooth transitions between it and other home sites and common areas.

TASK FOUR: Lot Landscape: Preliminary Submittals

Upon completion of the Home and prior to occupancy the Owner and/or Builder shall prepare and submit a preliminary Lot Landscape Design review to the SRRDRC for the front yard landscaping. Upon occupancy of the Home, the Owner and/or Builder shall prepare and submit a preliminary Lot Landscape Design review to the SRRDRC for the side and rear yard landscaping within 90 days of occupancy. This submittal shall include all requirements below.

- Landscape Site Plan illustrating the following:
  - Construction/Building Regulation Conformance Submittal
  - Construction Area & Limit Lines Plan
    To include:
    Property lines
    Building Envelope and Setbacks
    Easements
    Construction Limit Lines
  - Site Existing Grade Plans
  - Foundation Finished Elevations
  - House Floor Plan w/ windows and doors, and relative structures accurately located on lot
  - Proposed hardscape improvements: pathways, patios, decks, pools, spas, etc.
  - Proposed landscape improvements: trees, shrubs, groundcovers, perennials, annuals and vines
- Materials Schedules, inclusive of the following:
  - Plants, Trees, shrubs, groundcovers, grasses, vines: botanical species, quantity, size and color
  - Fixed Pavement, pavers, decks, concrete: type, installation method/detail, color
  - Fence alignment and materials type, installation method/detail
- Material Samples of Loose Materials
  - Boulders, gravels, mulches, cobbles: type/color samples in quart size bags
- A completed "Lot Landscape Submittal Checklist," **Appendix B**

The SRRDRC shall then review the submittals and make recommendations for approval and/or revisions. The Owner and/or Builder shall then proceed with TASK FIVE, prior to initiation of Lot Landscape improvements. All submittals must be approved by the SRRDRC prior to initiation of site improvements.

Allow 7 business days for a response to the original submittal. The response will be either "approved," "approved with conditions" or "denied – resubmit." The original submittal fee is **$500.00** If a submittal is marked "denied – resubmit" twice, the third submittal must be accompanied by an additional **$300.00** re-submittal fee, out of which hourly review fees shall be

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debited, and the balance returned to the Owner/Builder. Allow 5 business days for a response to each resubmittal. Submittals must be approved prior to start of construction.

Landscape improvements, such as swimming pools or spa installations that do not coincide with the initial Lot Landscape Design submittal require an additional SRRDRC submittal and review. The fee is $300.00 for each of these independent improvements. All fees are subject to change as deemed appropriate by the SRRDRC.

TASK FIVE: Lot Landscape: Design Revisions & Final Approval

Upon receipt of SRRDRC initial review and recommendations of the Lot Landscape Design, the Owner and/or Builder shall review and make revisions as required by the SRRDRC, and resubmit for final approval by the SRRDRC.

TASK SIX: Lot Landscape Construction & Inspection

Upon final approval of the Lot Landscape Design by the SRRDRC, the Owner and/or Builder shall procure all necessary and required permits in accord with local code and ordinance, and shall initiate construction of the Lot Landscape improvements. Front yard per the approved Lot Landscape Design plan shall be completed within 90 days of occupancy. Side yard and rear yard Landscape improvements per the approved Lot Landscape Design plan shall be completed within 180 days of occupancy.

The SRRDRC shall inspect construction throughout the construction activities to ensure conformance to the approved documents. Should the construction waiver from the approved documentation, the construction activity shall be halted, and a conference with the SRRDRC and the Owner and/or Builder shall occur prior to resuming construction activities.

5.2. GRADING & DRAINAGE OF NATURAL AND HARDSCAPE FEATURES

Grading and Drainage are crucial to the health and management of the Star River Ranch community. Grading for Residential Lots within Star River Ranch shall minimize alteration of the site's existing grades, and architectural and new improvements shall "naturalize" within the site.

All topsoil removed from the site shall be stockpiled and reused on the site in designated landscape areas. Fills of gravel, road mix and debris shall not be replaced on the site, though shall be hauled off site in accord with local code and requirement. If fills exceed available, acceptable, and appropriate cut materials as defined, appropriate fills shall be imported to restore the grades to the approved elevations in areas of structural improvement only. In areas of site landscaping, appropriate topsoil shall be imported to provide a healthy medium for all site landscaping. All cuts, fills and movement of grade shall result in smooth transition at the top and bottom of all slopes, to result in a natural appearance, blending with the surrounds, and extending natural land forms. Natural grades are to be used instead of structured retainage wherever possible, with no grade exceeding a 2:1 slope.

House Pad and Foundation

Architectural Pad and Foundation elevations shall minimize cut and fill, and work to balance the two. Each pad/foundation shall fit the contour of the exiting grade in as much as possible. All Lots shall be graded to result in positive drainage from all foundations/pads, at a minimum of 2% for a minimum distance of 10' from the foundation/pad. Changes in elevation shall be achieved by alteration and diversity of architectural design, and not through alteration of the existing grade contour. Overall site grading shall be achieved to blend with adjacent Lots, and to ensure that no

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obstacles are created which would impair positive drainage from all structures or impair the existing mass grading and drainage plan.

5.2.1. SEATWALLS AND RETAINING WALLS

Low seatwalls, retaining walls, and terracing may be allowed within the building setbacks, and shall be built to blend with the existing surrounds and in support of positive drainage functions. These features shall be designed to blend with the natural grade, using materials similar to other architectural and landscape elements of the Lot, to result in naturalized transitions from one area to another, and utilizing landscape plant materials to enhance their appearance. Retaining walls INCLUDING RETAINING WALLS ALONG THE RESTRICTED AREA shall be engineered as required by local code and covenant, and utilize exclusively natural cut sandstone of sizes and configurations that match the existing retaining walls built adjacent to the Restricted Arean. The use of railroad ties treated with creosote, and engineered concrete segmental walls are prohibited. **ALL LOTS CONTIGUOUS TO THE RESTRICTED AREA OR WITH RESTRICTED AREA ENCROACHING ONTO THE LOT SHALL BUILD A RETAINING WALL IMMEDIATELY ADJACENT TO THE RESTRICTED AREA BUT OUTSIDE THE BOUNDARIES OF THE RESTRICTED AREA. THE BASE ELEVATION OF THE COMPLETE RETAINING WALL SHALL BE AT ELEVATION 2446 EXACTLY, WITHOUT DEVIATION. THE TOP OF THE RETAINING WALL SHALL BE AT ELEVATION 2450 WITHOUT DEVIATION. RETAINING WALLS SHALL CONNECT TO AND TIE INTO THE ADJACENT RETAING WALL IN ORDER TO COMPLETE A UNIFORM AND HARMONIOUS RETAINING WALL AS THOUGH BUILT AS A SINGLE INSTALLATION. THERE SHALL BE NO STEPS OR OFFSETS IN THE RETAINING WALL. THERE WILL BE NO POINTS OF ACCESS, LADDERS OR STEPS INTO THE RESTRICTED AREA. THE WETLANDS IN THE RESTRICTED AREA ARE PROTECTED BY THE ACOE AND ACCESS IS EXPRESSLY LIMITED TO MAINTENANCE CONTRACTORS HIRED BY SRRHA. UPON COMPLETION OF THE RETAINING WALLS THEY SHALL BE BACKFILLED WITH APPROPRIATE FILL MATERIAL RESULTING IN A SMOOTH AND NATURAL SLOPE FROM THE TOP OF THE RETAINING WALL AT ELEVATION 2450 INTO THE LOT NATURALLY INTERSECTING THE FINISHED ELEVATION OF THE LOT. RETAINING WALLS SURROUNDING THE 2 PONDS WILL BE CLOSELY SCRUTINIZED BY THE SRRDRC AND MAY BE REJECTED ENTIRELY BY THE SRRDRC. IF ALLOWED THEY WILL BE TASTEFULLY DESIGNED AND CONSTRUCTED ONLY OF THE MATERIALS PREVIOUSLY APPROVED IN THIS SECTION. WILL TIE BACK INTO THE NATURAL GRADE SEAMLESSLY AND IF EXTENDS THROUGH MULTIPLE LOTS WILL TIE TOGETHER SEAMLESSLY AS THOUGH BUILT IN A SINGLE INSTALLATION. THE MAXIMUM ELEVATION OF ANY RETAINING WALLS SORROUNDING THE LAKES SHALL BE AT ELEVATION 2450 WITH APPROPRIATE BACKFILL MATERIAL RESULTING IN A SMOOTH AND NATURAL SLOPE FROM THE TOP OF THE RETAINING WALL AT ELEVATION 2450 INTO THE LOT NATURALLY INTERSECTING THE FINISH ELEVATION OF THE LOT.**

5.2.2. BERMS

Berms are areas of mounded grade, created for character, privacy, and division of space. When planted with trees, shrubbery and non-lawn species, berms can be graded to a maximum 3:1 slope. When berms occur in the lawn, they shall be graded to a maximum 5:1 slope.

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5.2.3. NATURAL DRAINAGE COURSE

Natural drainage and drainage patterns should be preserved and maintained, protected from impacts or encroachments. Residential development and improvement shall use surface drainage systems throughout the Star River Ranch community. Gutters or improved hardscape surfaces shall be directed into these natural swales, and new swales and drainage ways are to be designed similar in appearance and function to natural drainage swales.

5.2.4. STAR RIVER RANCH PONDS

The Star River Ranch ponds shall be preserved and protected from encroachment. Access to and recreational use of the ponds is limited by the Declaration. . There shall be no pumping or use of water from these ponds for any individual Lot, and all drainage shall occur in a normal fashion, with no discharge coming directly into the ponds from any Lot.

5.2.5. CULVERTS AND PIPING

Should the use of culverts and pipes be required in the improvement of a Lot, these installations shall be reviewed and approved by the SRRDRC in advance of installations. Other drainage improvements, such as headwalls and channels shall be built of stone or other materials and blended with the surrounding elements, and shall also be approved by the SRRDRC prior to installations.

5.2.6. POOL AND WATER FEATURES

Owners may develop swimming pools and water features, ponds, fountains, etc. within their building envelopes, though all such water features shall function solely from the Owner's Lot water source, and shall drain solely upon the Owner's own Lot. Homeowners shall contain all off-flow within their Lot and avoid directional flow of drainage of these features into adjacent Lots, Common Areas, Ponds, Restricted Areas or Wetlands.

5.2.7. SUMP PUMPS

Owners may operate sump pumps as necessary, containing all off-flow within their Lot, and avoiding directional flow into adjacent Lots or Common Areas.

5.2.8. IRRIGATION DRAINAGE

Irrigation drainage shall be kept to a minimum in efforts to conserve water, and to diminish erosion. Owners shall install efficient irrigation systems and monitor their operation to ensure that the system maintains a continuous efficiency. Drip irrigation is highly recommended in all planter bed areas in lieu of spray irrigation as a water conservation, erosion conservation and weed abatement program. Irrigation water use can be conserved with the application of water-conserving plan materials, as designated in TABLE A. All irrigation shall be installed to avoid any spray onto any structures. Drip irrigation should be used exclusively in all planter beds contiguous to any structures in order to mitigate all irrigation water near the structure and prevent irrigation water migration into any crawl space.

5.2.9. REVEGETATION

All grades affected or disturbed by construction shall be revegetated with approved plant seed mix; See TABLE A. A revegetation plan and schedule shall be submitted to the SRRDRC with

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initial submittals and schedule amendments submitted to the SRRDRC as construction schedules are amended. The SRRDRC shall approve ultimate schedule for revegetation in accordance with seasonal climate and optimal success of revegetation.

5.3. IMPERVIOUS SURFACES

Lots shall be required to provide "hardscape" driveways into their garages, and may provide guest parking, patios and other hardscape surfaces as granted herein. .

5.4. DRIVEWAYS AND GARAGES

Driveways and garages shall be designed and sited to blend with the natural grade, minimizing disruption to the Lot and landscaped to minimize visibility from adjacent lots, view corridors and the street. They shall be sited to minimize entry focus on the garage, and maximize entry focus on the pedestrian entry to the house.

Entry walkways should come from the street or community path to the entry, and use of the driveway as, or as a portion of an entry walk shall be avoided. If a driveway is used to accommodate a route to the front entrance of the house, the driveway shall be designed more as a courtyard, with pavement patterns and such to support more of a pedestrian use area. Please refer to Section 5.8: "WALKS, PATHWAYS, PATIOS AND DECKS."

Driveway entries along Salmon Falls Lane, Kenai Lane, and Trinity Creek Lanes are designated by the Grantor and shall not be altered. All other driveways shall be aligned to maximize open space, and placed to the edge of the lot; "paired" with adjacent lot driveways where possible. They shall be a maximum of 24' wide at the street property line.

All driveways shall be long enough to accommodate guest parking without parking encroachment onto the community pathways, and shall accommodate a minimum of 3 guest parking spaces in an area separated from owner/residential parking, wherever possible.

Driveways shall be paved from the street and into the garages, using acceptable materials such as concrete or colored concrete, stone, and pavers that blend with the surrounding elements and compliment the architectural aspects of the house and landscape. Asphalt driveways and hardscaping is prohibited.

Please refer to Section 4: "STAR RIVER RANCH HOME" Guidelines.

5.5. PARKING REQUIREMENTS

As parking can sometimes cause neighborhood conflict, Star River Ranch has developed guidelines for parking and the design of parking on Lots.

5.5.1. ON STREET PARKING

On street parking is allowed for occasional use throughout the community, with the exception of River Ranch Lane, upon which parking is prohibited. On-street Owner, or non-resident parking extending beyond a week shall not be permitted unless unusual circumstances exist, whereby a request to the SRRDRC shall be made for review and potential approval.

On street parking of trailers, boats, recreational vehicles, motor homes, buses, campers, snowmobiles is permitted for a period not exceeding 24 hours for the purpose of loading for use

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and unloading after use. The intent being that parking or storing of these vehicles shall be screened from site from streets, common lots and neighboring lots. On street parking of unlicensed cars and/or trucks in excess of one ton is not permitted within the Star River Ranch community. Parking of any vehicles used for business or commercial purposes or vehicles with apparent advertising or marketing shall be restricted to parking within the enclosed garage. On street parking or visible parking is prohibited.

5.5.2. OFF STREET PARKING

The development of Guest Parking is encouraged for each Lot and sited to ensure that no encroachment shall occur on the association pathways or sidewalks. All parking, Owner and guest, shall be arranged to entirely clear the pathway or sidewalk area relative to each Lot.

Owners shall include the storage of recreational vehicles including, but not limited to trailers, boats, motor homes, buses, campers, snowmobiles, to ensure that proper parking and screening with architectural and planting elements is implemented. Any such vehicular storage is not permitted until relative plans illustrating the required architectural and planting screen elements are submitted to the SRRDRC for review and approval. Unlicensed cars and/or trucks in excess of one ton are limited to parking within an enclosed garage.

5.5.3. PARKING A LOT 4, BLOCK 4, PHASE 1

The lot located at lot 4, block 4, Star River Ranch Subdivision No. 1. ("Lot 4")may be improved at the sole and absolute discretion of Grantor including re-development into multiple residential lots or dedication as Common Area. In the event that Lot 4 is dedicated as Common Area and improved with off street parking the parking is to be used for use for Lot 4 activities only. If dedicated as a common lot and improved with off-street parking Owners shall not utilize the Lot 4 parking for their guests or visitors to private residences.

In the event Lot 4 becomes Common Area events may result in a need for additional parking beyond the spaces available, in which case, on street parking is allowed on all streets within the community, with the exception of River Ranch Lane, upon which parking is restricted.

5.6. UTILITIES

All Utility easements shown on the a plat of Star River Ranch or created by the Declaration, as amended are public utility easements or SRRHA owned easements to remain free of structure, hardscape encumbrances and landscape improvements other than lawn or naturalized law, to afford future access to utilities or defined uses. Owners shall maintain the landscape within easements on their property in keeping with the site maintenance standard required throughout the community.

5.7. SERVICE AREAS

The service areas of each Lot are defined as those providing routine utility servicing and maintenance through time, to include trash collection and meter access. These areas are to be maintained in a clean orderly fashion.

The construction of trash enclosures at curbside is not an allowed installation; all trash collection containers shall be stored within garages or architectural screen attached to, and constructed of the same architectural elements as the house, and kept from street view. All trash collection

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containers shall be removed from curbside and into garages or trash can enclosures/screens within 24 hours of trash collections.

Meter access shall be blended into the site landscape, and screened from adjacent views, though acceptable access must be maintained. The installation of obstructive plant materials, the siting of fences or walls, and the placement of invisible fencing must avoid impairment to this access.

5.8. WALKS, PATHWAYS, PATIOS AND DECKS

The Star River Ranch community has Pathway Easements for use by its occupants, and certain other parties that shall be maintained by the SRRHA.

Pathways, Patios and Decks developed within each Lot shall be constructed of materials similar in nature to those chosen for the architectural elements and driveways, with intent to blend these materials with a consistent, unified approach in color, material type and arrangement. Appropriate materials include concrete and colored concrete, pavers, and wood and wood simulated products. "Permarock" type gravels may be used, though should be limited to secondary pathways and garden areas; with color and size mix subject to SRRDRC review and approval. No patios, docks or other structures shall extend from the top of slope around the ponds. Pathways in this area shall be secondary in nature and approved by the SRRDRC prior to development.

Entry walkways shall be designed from the street frontage into the front entry of the house. Steps should be recessed from the front sidewalk a minimum of 5' to avoid tripping hazards. In as much as possible, driveways should not serve as walkways into homes. If adjacent to the drive, the walkway should be separated from the drive by plant materials and/or emphasized with pavement patterning and designed to result in a feeling of separation from the actual driveway. If driveways are used as a portion of the walkway to the front entry of the house, they shall be designed more for pedestrian use, utilizing pavement patterning for more of a courtyard appearance.

5.9. RECREATIONAL EQUIPMENT & FEATURES

To maintain the openness of the Star River Ranch community, recreational elements are allowed improvements for each Lot, though shall be installed, kept or constructed in accordance with the following guidelines.

The use or installation of temporary or permanent recreational features such as play structures, basketball stands, soccer goals, trampolines and similar items not exceeding 8' in height is accepted in SRR however, prior to installation the feature shall be submitted to the SRRDRC for feature and location approval. Location of these features shall be restricted to use at the rear of the Lots, and shall be screened from view by adjacent Lots, the street, and adjacent or nearby common areas. Noisier activities such as playgrounds and trampolines shall be sited to minimize disturbance to neighboring Lots, and shouldered with walls resembling the architectural elements of the house, or with taller vegetative screens. These facilities and walls shall be reviewed and approved by the SRRDRC in advance of installations.

All such elements shall be sited a minimum of 30' from any Common Area.

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5.10. RECREATIONAL USE OF STAR RIVER RANCH PONDS

Access to the Star River Ranch Ponds is limited by the Declaration. There shall be no trespassing of private properties to access the ponds.

There shall be no patios, docks or other structures extending from the top of slope around each of the ponds. Pathways in this area shall be secondary in nature and approved by the SRRDRC prior to development.

Swimming is an allowed use in the Ponds subject to allowed access. Small non-motorized paddle boats, canoes or stand up paddleboards are allowed. Any and all recreational use of the ponds and the adjacent Boise River shall occur at the user's own risk and discretion, and in adherence with the Declaration.

5.11. SWIMMING POOLS, SPAS AND HOT TUBS

Outdoor amenities such as swimming pools, spas and hot tubs shall be designed to be adjunct to the house, and all relative mechanical equipment placed to minimize audible impact to neighboring Lots and screened from view. Swimming pools shall be designed and installed in accord to local codes and regulation. They shall be built-in, and designed to utilize materials similar in nature to the architectural and landscape elements of the Lot to result in a unified appearance. Above-ground pools are not approved.

Wrought Iron, as the sole acceptable fencing materials, shall be installed in the immediate surrounds of swimming pool, poolside, spa and hot tub installations, and in adherence to code requirements regarding the installation and use of these amenities. All such fences shall be designed in accord to local code and regulation as regards the restriction of swimming pools, and shall be constructed with wrought iron to achieve a more transparent appearance. Landscape plant materials shall be used in conjunction with this pool wrought iron fencing to create privacy screens for these features and the support mechanical equipment they require.

5.12. PET FACILITIES

Star River Ranch Owners shall control the behavior of their pets, and confine their unleashed activity to their Lots. This can be accomplished with the installation of "invisible fence" as kennel installations are not permitted. Pets of Star River Ranch are to be leashed beyond their resident homes, and Owners shall frequently and consistently clean-up all pet refuse. Owners shall adhere to all CC&R's regarding pet activity and clean-up.

5.13. WALLS, FENCES AND GATES

The installation of walls is allowed only when used for screening limited recreational facilities of each Lot (see "Recreational Elements" above). These shall be designed to utilize materials similar to the architectural elements of the house and shall be reviewed and approved by the SRRDRC in advance of installations.

The Star River Ranch community shall preserve the open and expansive appearance of the community, discouraging the use of fences. However, where fences are desired only wrought iron type fence is allowed. These fences shall include a continuous top rail and shall not have barbed or pointed tips.

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Installation of wrought iron fences is allowed in the immediate surrounds of swimming pool and pool side installations, in adherence to code requirements regarding the installation and use of swimming pools. Wildlife is a concern, these fences shall not have barbed or pointed tips. Landscape plant materials shall be used in conjunction with this pool wrought iron fencing to create privacy screens.

Other fences, though discouraged, shall only be of wrought iron type subject to approval of the SRRDRC. This fencing detail shall be adhered to throughout the community, no other style of fencing shall be allowed.

Should the Owner desire fencing on the Lot, a request can be made to the SRRDRC for review and potential approval as part of the Lot Landscape Design Plan process, or as a separate, later submittal per TASK ONE. Fencing layout and detail shall be illustrated on a current Lot plan bearing all current site improvement information. All fencing will require SRRDRC approval prior to initiation of installations.

5.14. LANDSCAPE STRUCTURES

Construction and installation of landscape structures, including but not limited to arbors, trellises and gazebos is an allowed use within each Lot building envelope, when these improvements do not exceed 8' in height.

All such structures shall be designed to complement the site architectural and landscape architectural elements, using similar construction materials to result in a unified approach. Elements exceeding 8' in height require review and approval by the SRRDRC.

5.15. EXTERIOR LIGHTING AND ELECTRONIC APPURTENANCES

Homeowners may install low-to-the-ground outdoor lighting not to exceed 3' in height within the site building envelope. Lighting systems shall be complementary to the architectural style of each home. Low intensity lighting styles directing light down, rather than up shall be used to avoid impact to adjacent Lots or neighbors across the street, or glaring to vehicular traffic. The use of motion or heat sensitive lights is an allowable application, providing that these lights do not light beyond the Lot building envelope, and are controlled with timers to minimize light duration. Light color shall be white or soft yellow, w/ colored light reserved for seasonal holiday lighting in the last quarter of the year within the building envelope.

Satellite dishes and similar elements shall be installed towards the rear of the property, and screened from view by adjacent neighbors and the street.

5.16. IRRIGATION SYSTEMS

The Star River Ranch is served by a Shared System governed by a Shared Pressurized Irrigation System Agreement with flow time controlled by the Canyon Canal Company; generally from mid-April to October, pending annual rainfall allowances. The Shared Pressurized Irrigation System Agreement establishes responsibility for maintenance of the Shared System and establishes fees for its use.

The Owner and/or Builder may elect to install a cross connection between the Lot potable water system and the Shared System source. However, the Star Sewer and Water District does not allow for the use of potable water for irrigation purposes. Should the Owner and/or Builder achieve variance of this local regulation in the near or distant future, they must do so in

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accordance with local code and requirement; inclusive of those levied by the Star Sewer and Water District. Additionally, should this occur in the near or distant future, the Owner and/or Builder shall also install a check valve at their Canyon Canal source, to avoid filling the irrigation system with their potable water source and preventing the Canyon Canal Source from entering the potable water source.

In any case, these Design Guidelines requires the installation of automated, below ground irrigation systems on each Lot. Irrigation piping, sprinkler heads and/or related components shall not be installed within the Canyon County Highway District Right-of-Way, typically 6-1/2' from the back of curb. The irrigation system shall effectively and efficiently irrigate the entire site, though it shall be zoned relative to necessary water requirements of each zone on the site, and controlled via automatic controller. These water requirements will vary greatly, dependent on soil conditions and plant materials. Drip irrigation systems may be used outside the manicured areas of the Lot and is mandatory in planter bed areas to conserve irrigation water, mitigate erosion and weed growth, though it must be automated. All irrigation heads shall be adjusted to minimize run-off, and the spray adjusted to avoid adjacent homes, structures, and hardscape surfaces. No spray shall be allowed on community roadways, sidewalks or pathways.

Owners shall maintain irrigation system and lawn material in zones outside their building envelope, though inside their property lines; including but not limited to irrigation, drainage and sewer easements and pathway landscape.

5.17. LANDSCAPE PALETTES

Each Owner shall achieve a landscape design that preserves the overall open-space character of Star River Ranch, and enhances the intent of spaciousness from one Lot to the next. This character can be enforced while achieving privacy for each Lot with the use of landscape materials appropriately selected and placed. These plantings shall provide screening for privacy, blocking of non-desirable off-site views, and preservation of view corridors for all Lots. The Lot Landscape Palette determines the necessary plant materials for each Lot; addressing type, quantity and schedule. This palette will ensure a unified appearance throughout Star River Ranch.

General Guidelines

Submittal & Approval / Completion Time

- ❖ All Owners will need to submit a front yard Landscape Site Plan prior to occupancy and side and rear Landscape Site Plan within 90 days of occupancy.
- ❖ All owners shall install the SRRDRC approved front yard landscape improvements within 90 days of occupancy and all approved side and rear yard landscaping within 180 days of occupancy.

Site Conditions, Drainage & Irrigation

- ❖ Each Lot shall utilize appropriate growth-enhancing topsoils for their landscape improvements. Please refer to "GRADING AND DRAINAGE OF NATURAL AND HARDSCAPE FEATURES," above.
- ❖ All Lots shall install automated irrigation systems with controller, and zoned separately for lawn and shrub beds.

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- Owners of Lots adjacent to Pathway Easements shall preserve and protect the Grantor installed landscaping along the pathway, and shall work to integrate the Lot designs and landscaping with the Pathway Easement and landscaping. Any damage to the Grantor installed landscaping as a result of construction or occupant activity shall be immediately repaired to its condition as installed by Grantor. Upon written notice of required landscape repairs from the SRRHA, occupant shall have 5 business days to conduct the repairs to the complete satisfaction on the SRRHA. Upon failure to complete the repairs the SRRHA shall cause the repairs to be completed and the cost of the repairs plus a management fee of $250.00 shall be assessed against the property as a special assessment.

- All existing trees will be protected from damage on or near the Lot.

Landscape Materials

- Landscape materials should consist of a unified palette of materials as listed in the Plant Species Table A, using plants that complement each other in a repetitious manner, with the ultimate size of materials as a guide in appropriate placement. It is intended that the resulting landscape look blended and not fragmented with "one of each" species used.

- Landscape plant materials shall be selected with conservation of water as a primary concern. Ultimate size of plant materials should be considered to avoid excessive pruning and cutting, and native species are strongly encouraged.

- The Canyon County Highway District Right-of-Way, typically 6-½' from the back of curb, shall not be planted with trees, other than those installed by the Grantor, and plant material shall be limited to low growing material less than six inches (< 6") in ultimate plant height within this zone.

- The rear yards of Lots shall be landscaped to create adequate privacy for the Owners, and screen outdoor facilities and features from off-site views.

- Owners are encouraged to install larger plant materials to afford a mature landscape appearance early on in Lot development.

- Manicured lawns shall be restricted to that portion of the lots that are not landscaped by grantor, and sodded with approved sod materials, per TABLE A, below.

Mulch

- Mulch materials shall be used to afford water conservation and control weed growth. All shrub beds shall be mulched with a three inch (3") depth of either approved organic; such as shredded bark, or "perma-bark" materials less than four inches (4") in size. Mulch material within the Canyon County Highway District Right-of-Way, typically 6-½' from the back of curb, shall be limited to "perma bark" materials. All mulch applications shall occur upon completion of required installations of shrub and other small plant materials.

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- Each Owner shall maintain the irrigation system and landscaping material in zones outside their building envelope, though inside their property lines; including but not limited to irrigation, drainage and sewer easements, to their original condition and appearance.

- The use of chemical maintenance for plant materials and lawns should be minimized, therefore hardy species should be selected to avoid this approach.

5.17.1. TREE PLANTING REQUIREMENTS

The number of trees required on each Lot varies, as the quantity is established from the total street frontage of each lot. Each owner shall plant one tree for every 20' of street frontage, with a minimum of 5 trees per each property. Grantor installed street trees along lot frontage may count toward this total requirement. Trees shall be a minimum of three inch (3") caliper, measured six inches (6") from the ground for deciduous trees, and 6"-8" from the ground for coniferous trees. Please refer to approved species in TABLE A below.

5.17.2. SHRUB PLANTING REQUIREMENTS

The quantity of shrubs required on each Lot varies, as the number is established from the total square footage of building envelope. Each owner shall plant one shrub for every 200 square feet of building envelope, is recommended that larger shrub plants are installed at 5 gallon pot sizes or larger. Please refer to approved species in TABLE A below.

5.17.3. TURF PLANTING REQUIREMENTS

Homeowners shall use the turf species specified in TABLE A below for their manicured, mown lawn areas.

TABLE A: PLANT PALETTE

PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant
Coniferous / Evergreen Trees			
Calocedrus decurrent / Incense Cedar			❖
Cedrus atlantica / Atlas Cedar	■		
Cedrus deodara / Deodar Cedar	■		
Chamaecyparis nootkatensis / Alaska Cedar	■		
Chamaecyparis obtuse 'Hinoki' / Hinoki Cypress	■		
Picea abies / Norway Spruce varieties	■		
Picea pungens / Colorado Spruce varieties	■		
Pinus aristata / Bristlecone Pine	■		
Pinus flexilis / Limber Pine	■		
Pinus flexilis 'Vandewolf' / Vandewolf Pine	■		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant
Pinus strobus / White Pine	■		
Pinus thunbergii / Japanese Pine	■		
Toxdium distichum / Bald Cypress			❖
Thuja / Arborvitae species	■		
Tsuga species / Hemlock	■		
Deciduous / Shade Trees			
Acer campestre	■	✳	
Acer circinatum / Vine Maple	■		
Acer freemanii x / Scarlet Maple	■		
Acer ginalla / Amur Maple	■		❖
Acer grandidentatum / Big Tooth Maple	■		❖
Acer griseum / Paperbark Maple	■		❖
Acer japonicum / Full Moon Maple	■		❖
Acer japonicum species / Japanese Maple	■		❖
Acer nigrum / Black Maple	■		❖
Acer rubrum / Red Maple	■		❖
Alnus tenuifolia / Mountain Alder			
Betula / Birch species	■		
Carpinus betulus / Eurpoean Hornbeam	■	✳	
Cercis canadensis / Eastern Redbud	■		
Crataegus / Hawthorne species	■		
Fagus / Beech species	■		
Fraxinus americana / White Ash	■		❖
Fraxinum angustifolia 'Raywood' / Raywood Ash	■		❖
Fraxinum pennsylvanica / Green Ash	■	✳	❖
Gingko biloba / Gingko species; male only	■	✳	
Gleditsia / Honeylocust species	■	✳	❖
Koelreuteria paniculata / Kentucky Coffee Tree	■	✳	
Liquidambar styraciflua / Sweet Gum	■	✳	
Liriodendron tulipifera / Tuplip Treet	■		
Magnolia / Tulip Tree species	■		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant
Malus / Crabapple species	■		
Morus Alba / Mulberry	■	✳	
Nyssa sylvatica / Tupelo	■		
Prunus / Cherry species	■		
Pyrus / Pear species	■	✳	
Quercus / Oak species	■		
Rhus / Sumac species	■		❖
Salix / Willow species	■		❖
Sphora japonica / Japanese Pagoda Tree	■	✳	
Sorbus scopulina / Rocky Mountain Ash	■		
Tilia / Linden species	■	✳	
Zelkova serrata / Zelkova	■	✳	
Shrubs			
Aucuba japonica / Japanese Aucuba	■		
Berberis / Barberry species	■	✳	
Buddleia / Butterfly Bush species	■		
Buxus / Boxwood species	■		
Caragana / Siberian Pea Shrub varieties	■	✳	
Cornus stolonifera / Dogwood varieties	■		❖
Cotoneaster / Cotoneaster species	■	✳	
Forsythia / Golden Bells	■		
Fothergilla gardenia / Dwarf Fothergilla	■		
Hammamelis / Witch Hazel	■		
Hibiscus / Hibiscus species	■		
Hydrangea / Hydrangea species	■		
Holodiscus / Ocean Spray	■		
Ligustrum/ Privet varieties	■	✳	
Philadelphus / Mockorange varieties	■		
Photinia fraserii x / Photinia	■	✳	
Physocarpus opulifolius / Ninebark varieties	■	✳	
Prunus cistena / Purple Leaf Sand Cherry	■		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant
Prunus laurocerasus 'Otto Luyken' / Laruel	■		
Pseudoroegneria spicata / Bluebunch wheatgrass	■		
Rhamnus cathartica / Buckthorn	■	✳	
Rhus / Sumac species	■	✳	
Ribes aureum / Golden Currant	■		
Salix / Willow species	■		❖
Spiraea / Spiraea species	■	✳	
Syringa / Lilac species	■		
Vaccinum / Blueberry species	■		❖
Viburnum / Viburnum species	■	✳	
Grasses			
Andropogon scoparium / Little Bluestem	■	✳	
Bouteloua gracilis / Glue Grama	■		
Buchloe dactyloides / Buffalograss	■	✳	
Calamagrostis acutiflora 'Karl Foerster' / Reed Grass	■		
Carex / Sedge species	■		❖
Festuca ovina / Sheep Fescue	■		
Hakonechloa aureum / Hakone Grass	■		
Miscanthus sinensis 'Gracillimus' / Maiden Grass	■		
Miscanthus sinensis 'Silberfeder'	■		
Miscanthus sinensis 'Strictis' / Porcupine Grass	■		❖
Miscanthus sinensis 'Zebrinus' / Zebra Grass	■		❖
Molinia caerulea 'variegata' / V Purple Moor Grass	■		❖
Panicum virgatum / Switch Grass	■		❖
Pennisetum alopecuroides / Fountain Grass species	■		
Phalaris arundinacea picta / Ribbon Grass	■		❖
Groundcovers, Vines, Perennials, Annuals			
Eupatorium urpureum / Joe Pye Weed	■	✳	❖
Gallium odoratum / Sweet Woodruff	■	✳	
Hedera helix / English Ivy species	■		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant
Hosta / Plantain Lilly species	■		❖
Houttuynia cordata / Houttuynia	■		❖
Hypericum calcycinum / St. John's Wort	■		
Lonicera / Honeysuckle species	■		
Lysimachia / Moneywort species	■		❖
Persicaria / Knotweed species	■		❖
Sedum / Stonecrop species	■	✳	
Turf			
Revegetation Seed Mix: To match sod mix.	■	✳	
Sod Mix Blue Grass	■	✳	

6. CONSTRUCTION & BUILDING REGULATIONS

6.1. CONSTRUCTION/BUILDING REGULATION SUBMITTAL

All site improvements and construction at Star River Ranch shall occur in a safe and efficient manner, to afford the best quality environment possible throughout construction activities. To maintain this quality environment, damage to the natural landscape, disruption to existing improvements, and disruption or disturbance to existing residents and guests shall be minimized through the enactment of the following regulations.

All builders and their subcontractors shall provide a signed copy of the most current "Statement of Construction and Building Regulations Conformance," available from the SRRDRC, to the SRRDRC, prior to initiation of work.

Construction shall not occur or commence until the builder has completed "Task Two: Lot and Home Design" and achieved subsequent SRRDRC Final Approval, and has submitted the "Statement of Construction and Building Regulations Conformance" to the SRRDRC, together with a copy of the relative City of Star building permit.

6.2. CONSTRUCTION AREA & LIMIT LINES PLAN

As per "Task One: Lot & Home Preliminary Submittals," The builder shall provide a Lot plan illustrating the construction limit lines and general construction areas. The SRRDRC shall review and approve this plan, prior to initiation of any construction activity on the Lot. This plan shall denote the following:

- ❖ Limits of construction to include utility trenching areas, excavations and all areas of disturbance

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- Protected areas and elements of the site, and the methods used for protection; including but not limited to erosion, storm drainage, and existing vegetation. Methods of protection shall be in accord with Canyon County and City of Star's adopted NPDES Best Management Practices, and all other applicable codes and regulations. All areas NOT to be disturbed on the Lot shall be fenced and flagged during the construction period to afford greater protection.
- Construction Activities, to include stockpiling and material storage areas, construction parking and deliveries
- Temporary Facilities, to include chemical toilet, job trailer, dumpsters, debris storage, and fire fighting equipment
- Contact Information to include the Owner's and Builder's 24-hour phone numbers for emergence contact.

This plan shall be approved by the SRRDRC prior to initiation of construction activities.

6.3. CONSTRUCTION DEPOSIT

Upon approval of the Construction Area & Limit Lines Plan, the Owner and/or Builder shall submit a Construction Deposit of $2,500.00 to the SRRHA prior to initiation of construction activities. This Construction Deposit shall act on behalf of the SRRHA, as a security for the Owner's full and faithful performance of Construction Activity in accord with the design and construction document plans as granted Final Approval by the SRRDRC as part of "Task Two: Lot and Home Design." Should the Owner and/or builder fail to adhere to the requirements herein, the SRRHA shall use the Construction Deposit to pay for cleaning and/or repairs to property.

The SRRHA may adjust, at the SRRHA's discretion, this fee annually to reflect fees and charges necessitated during the previous year. The SRRHA may utilize or retain any part of a Construction Deposit to the extent required to reimburse the SRRHA for any costs incurred as a result of an Owner's Construction Activity. In addition, the Owner shall reimburse the SRRHA within 30 days for these fees incurred, to restore the Construction Deposit to the original assessment.

The SRRHA will return the Construction Deposit to the Owner within 30 days after completion of all construction activities; to include the Lot landscape improvements.

6.4. TREE PROTECTION & REMOVAL

The Star River Ranch community will benefit from the existing trees and vegetation on site, and these shall be protected from damage by Lot construction operations. The builder and contractors shall take special precaution in the excavations and installations that may occur in the vicinity of these existing trees and vegetated areas to ensure that they maintain long-term growth and health.

6.5. CONSTRUCTION SIGNAGE & FENCING

Construction signage identifying the builder and associated subconsultants and subcontractors shall be limited to one sign per Lot. Such signs shall not exceed five total square feet, and shall be located within 10' of the Lot drive entry to the street.

Construction security shall be achieved through the use of temporary chain link construction fencing, as deemed necessary. No electric or barbed fencing, security lights, guard dogs or audible alarms shall be allowed.

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6.6. CONSTRUCTION ACCESS & PARKING

Access in and around Star River Ranch will be limited to the route established by the SRRDRC prior to the initiation of construction. Construction builders, contractors and subcontractors shall park only within the parking areas denoted on the submitted and approved Construction Area & Limit Lines Plan. Parking on adjacent lots, streets or common areas is prohibited in efforts to minimize damage to existing vegetation, features and improvements.

6.7. JOB TRAILER & TEMPORARY STRUCTURES & FACILITIES

The placement of job trailers, temporary structures and facilities shall occur only in the areas as approved in the Construction Area & Limit Lines Plan, and well outside any protected areas; inclusive of trees, vegetation, and other natural features, and Star River Ranch improvements. All such facilities shall be removed from the Lot prior to the issuance of a Certificate of Occupancy from Star City.

Sanitary facilities, inclusive of chemical toilets and potable water, must be provided on site for construction personnel, as per the approved Construction Area & Limit Lines Plan. Chemical toilet facilities should be screened from adjacent Lot and roadside views, to the best extent possible, and maintained on a regular basis, with a minimum cleaning of one/weekly.

6.8. EQUIPMENT & MATERIAL STOCKPILING & STORAGE

The storage of all construction materials shall occur only in the areas as approved in the Construction Area & Limit Lines Plan, and well outside any protected areas; inclusive of trees, vegetation, and other natural features, and Star River Ranch improvements.

Equipment necessary for the construction activities specific to the Lot shall be stored on site, in accord with the designated area of the approved Construction Area & Limit Lines Plan. The use of equipment needed only on a sporadic basis shall not be stored on site, and Lots shall not be used for the storage of equipment used on other Lots. Equipment storage on Lots shall be limited to the calendar week they are needed on that specific site.

6.9. CONSTRUCTION ACTIVITIES

Noise producing Construction activity shall be permitted Monday through Friday, 7 a.m. to 7 p.m. Other, quite construction activities, such as those that do not involve machinery or equipment, can occur earlier or later, pending review and approval of the SRRDRC.

Builders and subcontractors will limit their music and other noise producing activities to a low level to avoid disturbance to adjacent and nearby Lots and wildlife.

No construction personnel are allowed on the Lot after construction activity hours; living quarters on the Lot for the Owner and/or Builder shall not be permitted.

Builders and subcontractors shall confine any pets to their vehicles or leashed at all time.

6.10. CONSTRUCTION DEBRIS & TRASH REMOVAL

Throughout construction activities, the Lot shall be maintained in a neat and orderly appearance. Construction activities shall not affect adjacent or nearby properties or present an undesirable appearance to others.

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All trash and debris shall be cleaned up daily, and consolidated in stockpiles for recyclable materials, or loaded in construction dumpsters located on the site, per the approved Construction Area & Limit Lines Plan. The dumpsters shall be emptied within one day of full capacity, in accord to local code and regulation.

SRRHA strongly urges the recycling of reusable building supply/materials, such as palettes, cardboard and plastics. The Contractor may stockpile these items for weekly deposit to local recycling facilities.

Debris on Lots, and inside dumpsters shall be weighted down to deter travel of wind-blown materials to other properties and water bodies. Dirt, mud, and debris must be promptly removed from pathways, sidewalks, driveways and roads.

There shall be no burning, burying, dumping, or disposing of building materials on Lots or anywhere on or near the Star River Ranch community site; all debris shall be disposed of to an approval dump site facility, in accord with Canyon County and Star City code and regulation.

Should this clean-up activity not occur on a regular basis, the SRRHA will incur costs to enforce these requirements, and debit the Construction Deposit for the Lot to do so.

6.11. CONSTRUCTION EXCAVATIONS, DRAINAGE & STORMWATER

Builders and contractors shall adhere to the Best Management Practices adopted by Canyon County and Star City, in accord to the NPDES, to minimize runoff and erosion relative to storm drainage and elimination of construction effluents. This shall be achieved by the use of appropriate soil stabilizations, water and vegetative controls, as approved by Canyon County and Star City. The Builder and/or Contractor are responsible for the submittal, attainment and cost associated with all necessary permits required by Canyon County and Star City.

Contractors shall control construction dust through routine site watering, and control erosion through proper sediment controls. Excavations and Grading shall be suspended during periods of strong winds and heavy rain.

Please refer to Section 3.5: "ARCHITECTURAL FOUNDATIONS: ELEVATION & GRADE" regarding the stockpiling of topsoil and their reuse on Lots.

6.12. DAMAGE & REPAIR

In the event of damage to existing features; including but not limited to facilities, vegetation, improvements, and adjacent Lots, builders and Contractors shall incur all expense for the renovation, repair or replacement of features, improvements or property, at the discretion and per the approval of the SRRHA.

All grades shall be restored to remove ruts, replace topsoil, irrigation systems and vegetation, all curbs, paving and street damage shall be repaired or replaced, and all vegetation replaced to the same size as the originally damaged. Additionally, all site furniture, such as fencing, lighting and signage shall be protected from damage, and if damaged, repaired to their original condition. All culverts, ditches, swales and drainage courses shall be restored to the satisfaction of the SRRHA.

Should the Builder and relative subcontractors not restore the damage to the satisfaction of the SRRHA, the SRRHA will incur costs to enforce these requirements, and debit the Construction

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Deposit for the Lot to do so. Should these costs exceed the available Construction Deposit Funds, the Owner shall reimburse the SRRHA for all relative expenditures.

7. APPENDICES

7.1. APPENDIX A -HOMESITE & HOME SUBMITTAL CHECKLIST

7.2. APPENDIX B - HOMESITE LANDSCAPE SUBMITTAL CHECKLIST

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APPENDIX A

STAR RIVER RANCH

SRRDR HOMESITE & HOME SUBMITTAL CHECKLIST:
Submittal Date:

PROPERTY INFORMATION
Lot : ____ Block: _____
Address: _____
_____

Number of Stories: _____
Total Square Footage: _____
Construction Period: _____ months
Contractor / Builder: _____
Address: _____
_____
Phone: _____

APPLICANT INFORMATION
Applicant/Owner: _____
Address: _____
_____
Phone: _____

REQUIRED FEES (due with application)
_____ $500.00 SRRDR Homesite & Home Submittal Fee
_____ $300.00 SRRDR Homesite & Home Re-Submittal Fee
_____ (if this is the 3rd submittal for this project)
_____ $300.00 SRRDR Out-Building Submittal Fee if submitted separately
_____ (249 square feet or less)

REQUIRED SUBMITTALS

Submit preliminary documents for review and approval prior to completion of construction documents,

_____ Construction/Building Regulation Conformation Submittal
_____ Construction Area & Limit Lines Plan
Property Lines, Building Envelope, Setbacks & Easements
_____ Construction Deposit
_____ Site Existing Grading Plan
_____ Foundation Finished Elevation
_____ Floor Plans; 1/8" or ¼" Scale: all floors
_____ Colored Building Elevations
1/8" or ¼" Scale: all sides
_____ Colored Rendering: Image Size 18" wide min.
Rendering optional or at SRRDRC discretion

_____ Color Samples and Material Photos

* 4" x4" minimum size
* roof material
* window and door frames & shutters
* masonry and/or natural stone
* chimneys
* stucco and/or siding
* fascia and soffits
* railings
* exterior water management; downspouts, gutters, splash blocks, perimeter drains and/or water containment
* light fixtures
* signage/address numbers
* other exposed finishes

APPROVAL:

All "Comments/Conditions" of Design Criteria Checklist; page 2, shall be reviewed and met, despite status of approval:

_____ Approved
_____ Approved with Conditions
_____ Denied-Resubmit

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STAR RIVER RANCH

SRRDR HOMESITE & HOME SUBMITTAL CHECKLIST;
Page 2 of 2

DESIGN CRITERIA CHECKLIST (to be filled out by SRRDRC)

Rural Context Comments/Conditions: _____

Building Elements Comments/Conditions:

- vertical variation _____
- horizontal variation _____
- bldg. massing & proportions _____

Garages and Driveway Orientation, Size Comments/Conditions: _____

Roofs Comments/Conditions:

- ❖ vertical variation _____
- ❖ horizontal variation _____
- ❖ bldg. massing & proportions _____
- ❖ fascia _____
- ❖ soffits _____
- ❖ gutters _____
- ❖ downspouts _____
- ❖ chimney material _____
- ❖ color _____
- ❖ water management _____ splash blocks, _____ perimeter drain or _____ water containment _____

Exterior Elevations Comments/Conditions:

- ❖ variation in materials _____
- ❖ masonry _____
- ❖ stone _____
- ❖ siding _____
- ❖ stucco _____
- ❖ other finish _____
- ❖ colors _____

Door & Window Detailing Comments/Conditions:

- ❖ door frames _____
- ❖ door detailing _____
- ❖ window frames _____
- ❖ window detailing _____
- ❖ bow or bay windows _____
- ❖ railings _____
- ❖ shutters _____
- ❖ light fixtures _____
- ❖ colors _____

Address Numbers _____
Signage _____
Out Buildings

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STAR RIVER RANCH

SRRDR HOMESITE LANDSCAPE
SUBMITTAL CHECKLIST:
Submittal Date:

PROPERTY INFORMATION
Lot : ____ Block: _____
Address: _____
_____

Total LF Street Frontage: _____ /20 = _____ Trees
Total SF Building Envelope: _____/50=____ shrubs

APPLICANT INFORMATION
Applicant/Owner: _____
Address: _____
_____
Phone: _____

Construction Period: _____ months

Contractor/Builder: _____
Address: _____
_____
Phone: _____

REQUIRED FEES (due with application)
_____ $500.00 SRRDR Homesite landscape Submittal Fee
_____ $300.00 SRRDR Homesite Landscape Re-Submittal Fee
(if this is the 3rd submittal for this project)
_____ $300.00 SRRDR Independent Landscape Improvements Submittal Fee if submitted separately

REQUIRED SUBMITTALS
Submit preliminary documents for review and approval prior to completion of construction documents.

_____ Construction/Building Regulation Conformation Submittal
_____ Construction Area & Limit Lines Plan Illustration Property Lines, Building Envelope, Setbacks & Easements
_____ Site Existing Grading Plan
_____ Foundation Finished Elevations
_____ House Floor Plan; w/windows and doors, and relative structures accurately located on lot
_____ Proposed hardscape Improvements; Pathways, patios, decks, pools, spas, etc.
_____ Proposed landscape Improvements; trees, shrubs, groundcover, perennials, annuals and vines

_____ Material Schedules
* Plants; Trees, shrubs, groundcovers, grasses, vines; Botanical species, quantity, size, and color
* Fixed Pavement; pavers, decks, concrete; Type Installation method/detail, color
* Fence alignment and material Type, Installation method/detail,
_____ Material Samples of Loose Materials; boulders, gravels, mulches, cobbles; Type/Color samples in quart size bags

APPROVAL:
All "Comments/Conditions" of Design Criteria Checklist; page 2, shall be reviewed and met, despite status of approval:
_____ Approved
_____ Approved with Conditions
_____ Denied-Resubmit

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STAR RIVER RANCH

SRRDR HOMESITE LANDSCAPE
SUBMITTAL CHECKLIST:
Submittal Date:

DESIGN CRITERIA CHECKLIST (to be filled out by SRRDR)

Manicured vs. Naturalized Balance Comments/Conditions: _____

_____

Preservation / Enhancement of Spaciousness

_____

Site Grading Comments/Conditions:

- Retaining & Seatwalls _____
- Berming _____
- Drainage; natural and piped _____
- Water Features _____
- Revegetation of Disturbed Areas _____

Hardscape Improvements Comments/Conditions:

- Entry Walkway & Focus _____
- Driveway Orientation & Materials _____
- Guest Parking _____
- Patios & Decks _____
- Swimming Pools, Spas & Hot Tubs _____
- Walls, Fences & Gates _____
- Landscape Structures _____
- Exterior Lighting _____
- Easement Encroachments _____

Landscape Improvements Comments/Conditions:

- Irrigation System
  - Seasonal system w/Check Valve _____
  - Automated pressurized system _____
  - Valve Zones for Shrubs vs. Lawn, etc. _____
  - Drip System _____
  - Coverage for Easements w/in property _____
- Plant palette
  - Trees; min. 5; 1 for each 20 LF Street Frontage _____
  - Shrubs; 1 for every 200 SF Building Envelope _____
  - Water conserving _____
  - Plant material size _____
  - Adjacent view corridors respected _____
  - Screening value for recreational/private features _____
  - Preservation / protection of existing trees _____
  - Unified Selection / Orientation _____
  - Sod placement _____

Recreational Equipment / Screening Comments/Conditions: _____

Utility Screening

_____

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2020-043837
RECORDED
08/07/2020 08:10 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 DLSTEPHENS $22.00
TYPE: MISC
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

FIRST AMENDMENT TO DESIGN GUIDELINES PROMULGATED PURSUANT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH

THIS FIRST AMENDMENT TO DESIGN GUIDELINES PROMULGATED PURSUANT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH (this "Master Declaration") is made effective as of the 6 day of Aug., 2020 by the Board of the Association and amends the Design Guidelines attached as Exhibit D to that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Star River Ranch recorded in records of Canyon County, Idaho on April 24, 20219 as instrument number 2019-016926 (the "Master Declaration"). All capitalized terms not otherwise defined in the text hereof are defined in the Master Declaration.

RECITALS

Whereas the Master Declaration provides that the Design Guidelines pursuant to Section 5.3 of the Master Delcaration may be modified by the Board.. .

Whereas, the Board has elected to modify the Design Guidelinse as set forth herein.

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AMENDMENT

1. **Section 4.11 Amendment.** Section 4.11 of the Design Guidelines shall be revised to state:

4.11. AREAS OF CONCERN

No house plan is to be repeated within SRR unless they are altered by significant elevation variation on all elevations including the entire roof, finishes and colors to promote a dissimilar appearance. In no case will a house with a similar plan or a repeated plan (complying with the restrictions of the the previous sentence) be allowed within 2,500 feet of another house with a similar plan or the repeated plan. The 2,500' shall be measured along the road center line along the route of most direct travel from the closest edges of the 2 lots. The determination of whether a home plan is repeated, complies with the standards for repeated plans, or is substantially similar shall be made by the SRRDRC in its sole and absolute discretion. Homes using only one material, or a second materials as minor accent or trim will not be allowed. Exterior window and door frames whose colors contrast sharply with adjacent exterior wall and trim materials colors will not be allowed. An example of contrast is beige exterior walls, darker beige window trim and/or detail and white window frames that don't relate to any other white colors on the building. Flat and/or minor window and door trim will not be allowed. "Flat" is defined as a plane offset of less than 1 inch from face of siding to face of trim.

2. **Full Force and Effect**. Except as modified herein, the Design Guidelines shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this FIRST AMENDMENT TO DESIGN GUIDELINES PROMULGATED PURSUANT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH 6 day of Aug. 2020.

[signature pages follow]

Board of Directors of Star River Ranch Homeowners Association, Inc., an Idaho non-profit corporation

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of TitleOne

Timothy W. Eck, Director

State of Idaho)
) ss.
County of Ada)

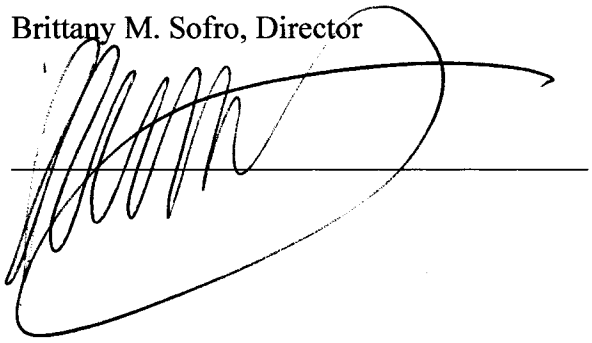
On this 1st day of August, in the year of 2020, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be a director of Star River Ranch Homeowners Association Inc, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

ADRIENNE BLACKSTOCK
NOTARY PUBLIC
MY COMMISSION
EXPIRES 12-30-2022
STATE OF IDAHO
COMMISSION NUMBER 69[illegible]

Notary: Adrienne Blackstock
Residing: Meridian, Idaho
Expires: 12-30-2022

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Brittany M. Sofro, Director



State of Idaho)
) ss.
County of Ada)

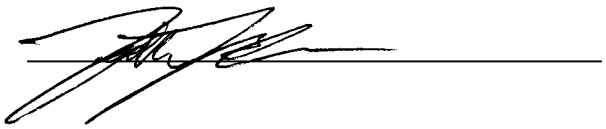
On this 6 day of Aug., in the year of 2020, before me, a Notary Public in and for said State, personally appeared Brittany M. Sofro, known or identified to me to be a director of Star River Ranch Homeowners Association Inc, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

Notary: Tammie K Knobloch
Residing: Star, ID
Expires: 1-11-24

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

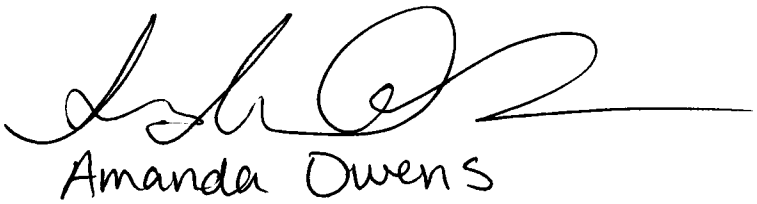
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Heather A. Layher, Director

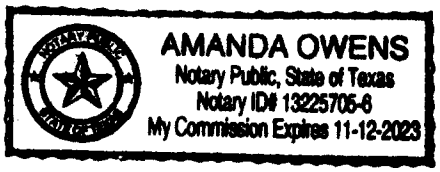


State of Texas)
) ss.
County of Lubbock)

On this 28th day of July ~~2020~~, in the year of 2020, before me, a Notary Public in and for said State, personally appeared Heather A. Layher, known or identified to me to be a director of Star River Ranch Homeowners Association Inc, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.



Amanda Owens



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2020-077286
RECORDED
12/23/2020 03:37 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=14 SCARDENAS $49.00
TYPE: MISC
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

First Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch

This First Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch ("Amendment") is entered into this 23rd day of December, 2020 by the Board of the Directors (the "Board") of Star River Ranch Homeowners Association, Inc., an Idaho non-profit corporation.

Whereas, certain "Design Guidelines" are appended to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch dated April 4, 2019 and recorded in records of Canyon County, Idaho on April 24, 2019 as Instrument Number 2019-016926 (the "Declaration");

Whereas; the Section 5.3 of the Declaration provides the Design Guidelines may be revised by the Board;

Whereas; the Board desires to amend the Design Guidelines as set forth in the Amendment;

Now, in and for good and valuable consideration the Board agrees as follows:

1. Section 4.5 The last paragraph of Section 4.5 of the Design Guidelines shall be revised to state:

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Roof Fascia and Barges shall be stepped. An example would be a 4" trim applied over an 8" trim and in all cases the base trim shall have a minimum profile of 8". Fascia shall not require the step element in the event that gutter is being installed over the fascia. Roof overhangs shall be designed with a minimum depth of twelve inches (12") for "traditional" gabled and hipped roof designs. "Contemporary" home designs featuring a narrow fascia or no fascia will be closely scrutinized by the SRRDRC to ensure appropriate character within the community. All fascia materials shall be minimum 2" nominal dimensional lumber, with an actual thickness no less than 1.5 inches or 5/4 cement fiber, with an actual thickness of no less than 1 inch.

2. **Section 5.2.1** Section 5.2.1 of the Design Guidelines shall be revised to state:

5.2.1 Seatwalls and Retaining Walls.

Low seatwalls, retaining walls, and terracing may be allowed within the building setbacks and the balance of the Lots, but shall be built to blend with the existing surrounds and in support of positive drainage functions, blend with the natural grade, and shall be constructed using identical materials and designs as the retaining walls that have been constructed along the Restricted Area. All retaining walls located on a Lot shall be maintained in good condition and repair and no alterations or modifications shall be permitted.

THERE WILL BE NO POINTS OF ACCESS, LADDERS OR STEPS INTO THE RESTRICTED AREA ON OVER OR ACROSS THE RETAINING WALLS ADJACENT TO THE RESTRICTED AREA. THE WETLANDS IN THE RESTRICTED AREA ARE PROTECTED BY THE ACOE AND ACCESS IS EXPRESSLY LIMITED TO MAINTENANCE CONTRACTORS HIRED BY SRRHA. RETAINING WALLS PROPOSED TO BE CONSTRUCTED SURROUNDING THE 2 PONDS WILL BE CLOSELY SCRUTINIZED BY THE SRRDRC AND MAY BE REJECTED ENTIRELY BY THE SRRDRC. IF ALLOWED THEY WILL BE DESIGNED AND CONSTRUCTED USING IDENTICAL MATERIALS AND DESIGNS AS THE RETAINING WALLS THAT HAVE BEEN CONSTRUCTED ALONG THE RESTRICTED AREA. ONLY OF THE MATERIALS PREVIOUSLY

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APPROVED IN THIS SECTION. WILL TIE BACK INTO THE NATURAL GRADE SEAMLESSLY AND IF EXTENDS THROUGH MULTIPLE LOTS WILL TIE TOGETHER SEAMLESSLY AS THOUGH BUILT IN A SINGLE INSTALLATION. THE MAXIMUM ELEVATION OF ANY RETAINING WALLS SURROUNDING THE LAKES SHALL BE AT ELEVATION 2450 WITH APPROPRIATE BACKFILL MATERIAL RESULTING IN A SMOOTH AND NATURAL SLOPE FROM THE TOP OF THE RETAINING WALL AT ELEVATION 2450 INTO THE LOT NATURALLY INTERSECTING THE FINISH ELEVATION OF THE LOT.

3. **Section 5.11** Section 5.11 shall be revised to state:

5.11. SWIMMING POOLS, SPAS AND HOT TUBS

Outdoor amenities such as swimming pools, spas and hot tubs shall be designed to be adjunct to the house, and all relative mechanical equipment placed to minimize audible impact to neighboring Lots and screened from view. Swimming pools shall be designed and installed in accord to local codes and regulation. They shall be built-in and designed to utilize materials similar in nature to the architectural and landscape elements of the Lot to result in a unified appearance. Above-ground pools are not approved.

All swimming pools shall be equipped with a functioning automatic retractable swimming pool cover which complies the requirements of the American Society for Testing and Materials (ASTM F1346-91), which sets safety standards for pool covers and approved by same. All finishes, surfaces and exposed elements of such covers shall be subject to the approval of the SRRDRC. Fencing shall not be permitted around pools and hot tubs. Landscape plant materials shall be used to create privacy screens for these features and the support mechanical equipment they require.

.

4. **Section 5.13** Section 5.13 of the Design Guidelines shall be revised to state:

5.13. WALLS, FENCES AND GATES

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The installation of walls is allowed only when used for screening limited recreational facilities of each Lot (see "Recreational Elements" above). These shall be designed to utilize materials similar to the architectural elements of the house and shall be reviewed and approved by the SRRDRC in advance of installations.

The Star River Ranch community shall preserve the open and expansive appearance of the community, discouraging the use of fences. Except as set forth below the only fencing permitted shall be manufactured by DH Fence Manufacturing and comply with the specifications and depictions attached hereto as Exhibit A and incorporated herein. All fences shall be four feet tall, unless a lower height is specified by the SRRDRC and otherwise comply with Section 9.23.1 of the Declaration. Notwithstanding any language in Section 9.23.1 to the contrary, pools may not be fenced off from the balance of a Lot without the approval of the SRRDRC in its sole and absolute discretion.

This fencing detail shall be adhered to throughout the community, no other style of fencing shall be allowed except the Owners of the lots on the drawings attached hereto as Exhibit B shall construct a six foot solid fence along the dotted lines shown on Exhibit B, attached hereto and incorporated herein, in accordance with materials and specifications consistent with the depiction attached hereto as Exhibit B and incorporated herein, using materials and stain specified by the SRRDRC, as may be modified from time to time by the SRRDRC..

Should the Owner desire fencing on the Lot, a request can be made to the SRRDRC for review and potential approval as part of the Lot Landscape Design Plan process, or as a separate, later submittal per TASK ONE. Fencing layout and detail shall be illustrated on a current Lot plan bearing all current site improvement information. All fencing will require SRRDRC approval prior to initiation of installations.

5. **Full Force and Effect.** Except to the extent modified herein, the Design Guidelines shall remain in full force and effect.

[Signatures on Following Page]

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BOARD OF DIRECTORS OF STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC.:

Timothy W. Eck, Director

Heather A Layher, Director

Brittany M Soffo, Director

This document
provided courtesy
of TitleOne

STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of December, 2020, before me, Tammie K Knobloch, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Tammie K Knobloch
Notary Public for Idaho
Residing at Star, ID
My commission expires 1-11-24

This document
provided courtesy
of TitleOne

STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of December, 2020, before me, Tammie K Knobloch, a Notary Public in and for said State, personally appeared Heather A Layher, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Tammie K Knobloch
Notary Public for Idaho
Residing at Star, ID
My commission expires 1-11-24

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STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of December, 2020, before me, Tammie K Knobloch, a Notary Public in and for said State, personally appeared Brittany M Sofro, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

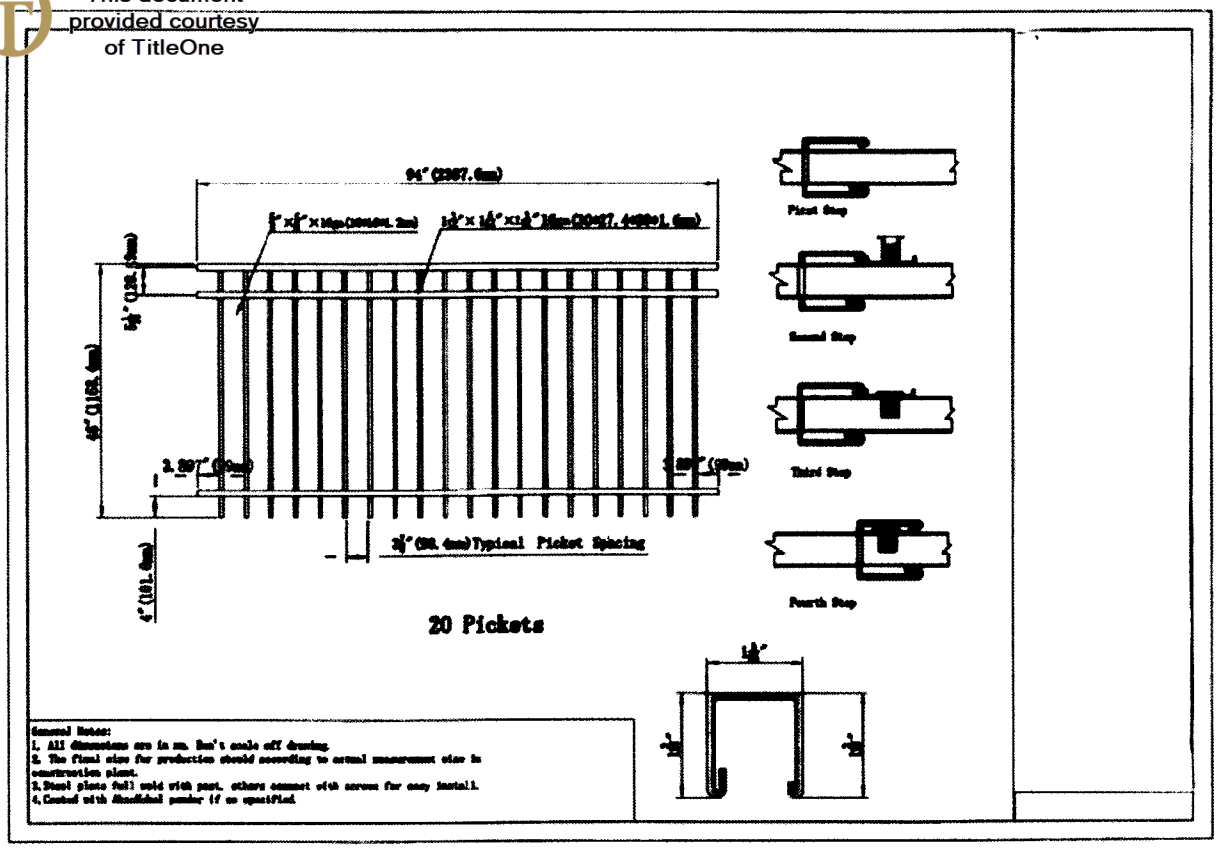
TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Tammie K Knobloch
Notary Public for Idaho
Residing at Star, ID
My commission expires 1-11-24

Exhibit A

General Fencing Specification and Depictions

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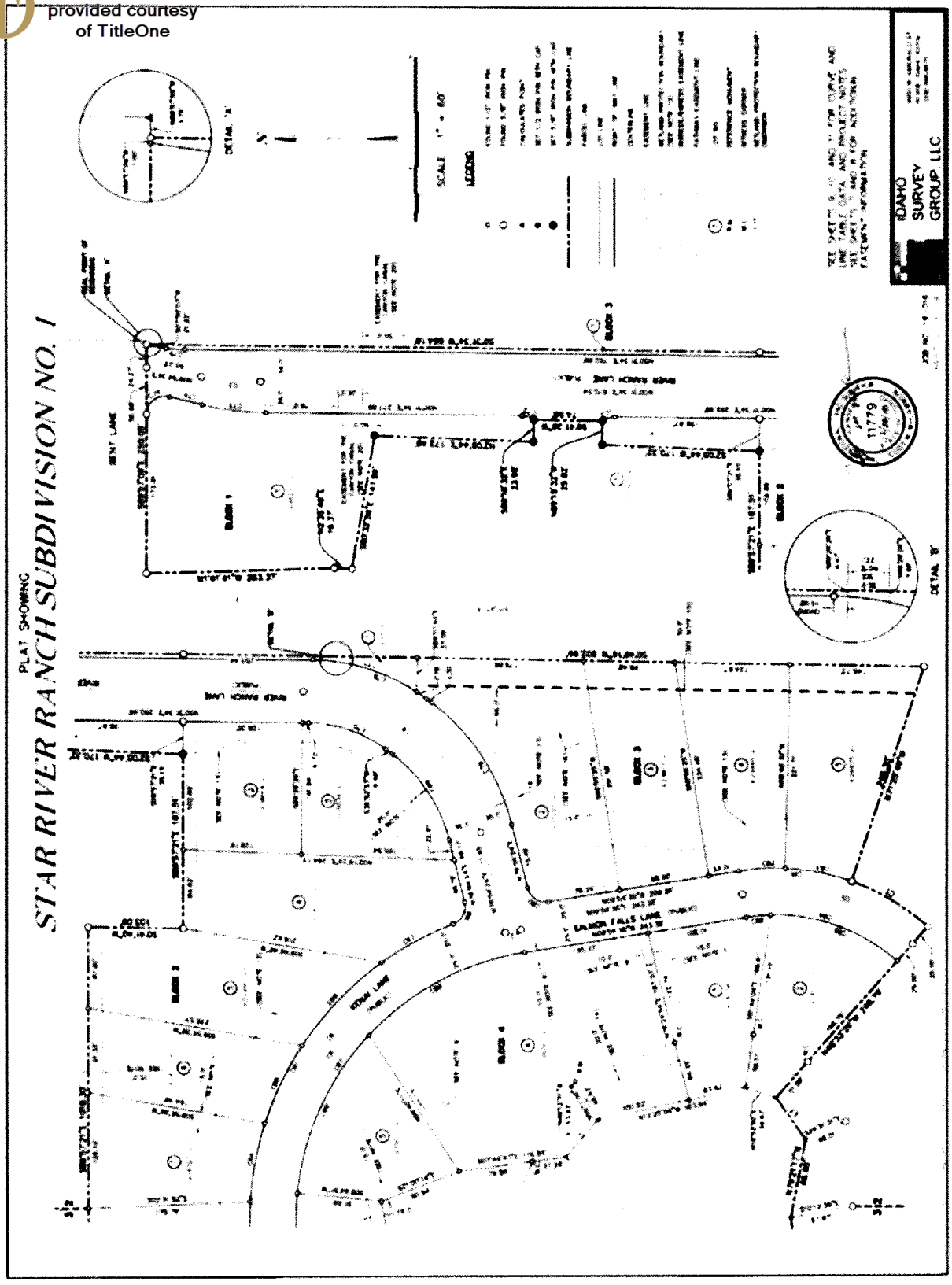
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Exhibit B

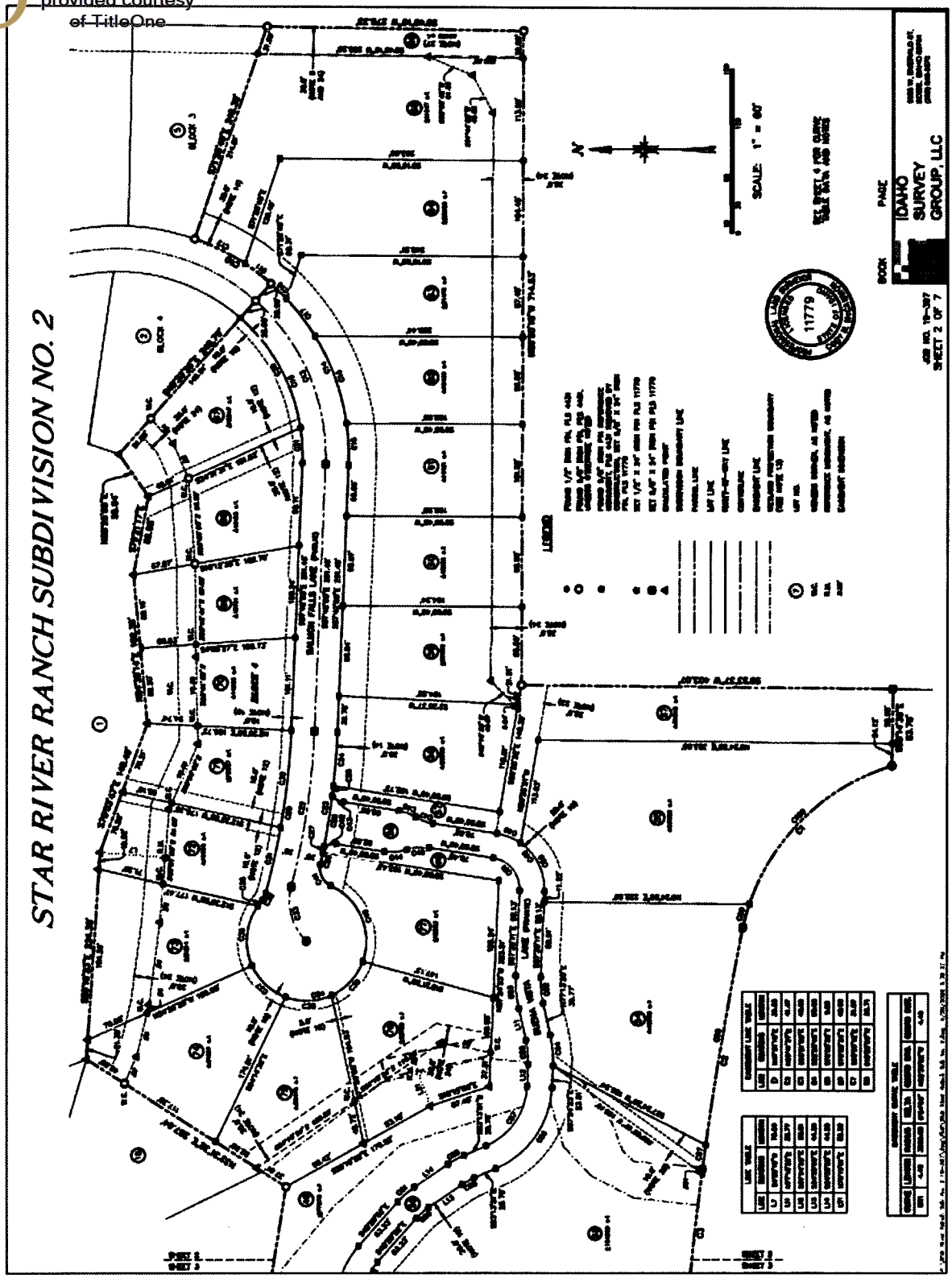
Location of Required Six Foot Solid Fence

(Dashed Lines on Site Plans)

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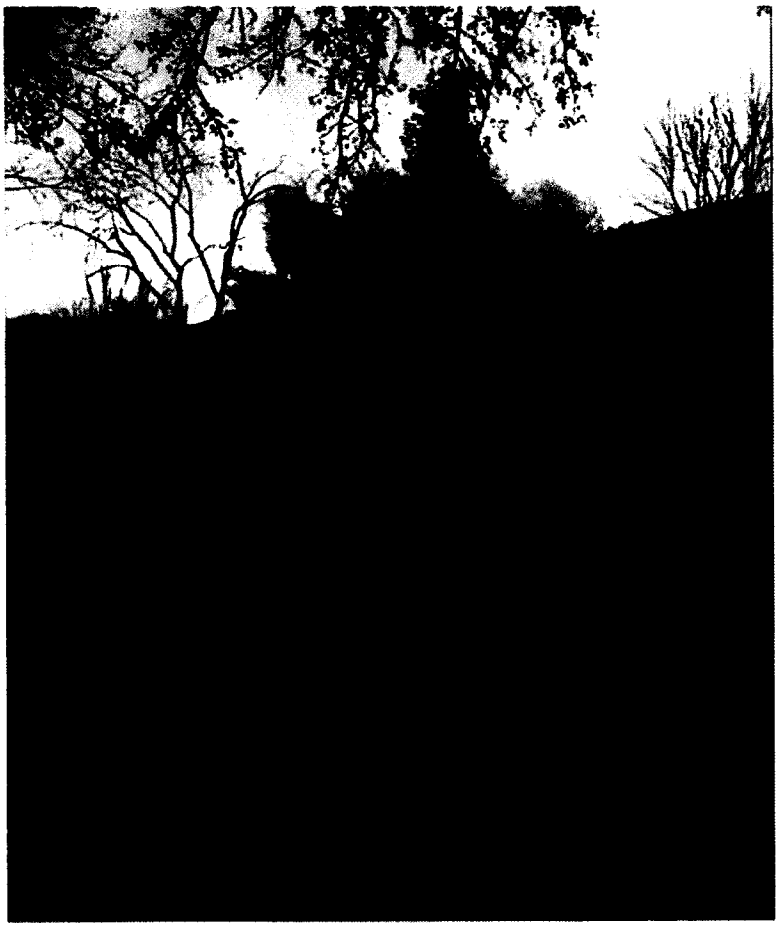
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Exhibit C

Depiction of Six Foot Solid Fence



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2021-030255
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04/26/2021 04:35 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=7 MKEYES $28.00
TYPE: MISC
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

Second Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch

This Second Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch ("Amendment") is entered into this 26th day of April, 2021 by the Board of the Directors (the "Board") of Star River Ranch Homeowners Association, Inc., an Idaho non-profit corporation.

Whereas, certain "Design Guidelines" are appended to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch dated April 4, 2019 and recorded in records of Canyon County, Idaho on April 24, 2019 as Instrument Number 2019-016926 (the "Declaration"), as the same have been modified from time to time;

Whereas; the Section 5.3 of the Declaration provides the Design Guidelines may be revised by the Board;

Whereas; the Board desires to amend the Design Guidelines as set forth in the Amendment;

Now, in and for good and valuable consideration the Board agrees as follows:

1. **Section 3.1 Setbacks**. The first paragraph of Section 3.1 shall be revised to state:

> Building Setbacks shall be as follows:
> For the property depicted in Star River Ranch Subdivision Number 1, recorded in records of Canyon County on February 14, 2019 as Instrument Number 2019-006193, setbacks shall be as established in Table A below.
> For the property depicted in Star River Meadows Subdivision set forth on the Plat of Star River Meadows Subdivision, recorded in records of Canyon County on February 18, 2021 as Instrument Number 2021-011925 in Book 51 of Plats at Page 41 setbacks shall be those as required by Canyon County, Idaho.
>
> These setbacks are absolute limits of development, and in most Lots, work in conjunction with the established Building Envelope to result in an open, spacious appearance for the

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Star River Ranch community. Adherence to these setbacks will ensure that all residents take a consistent approach towards development of their individual lots, respectful of their neighbors. In areas where Lots encompass or are aligned adjacent to easements, the building envelopes have been modified to afford easement access.

2. **Section 4. 1 Submittal and Approval Process**. The first paragraph of Section 4.1 of the Design Guidelines shall be modified to add the following sentence:

   The SRRDRC may waive any and all provisions to the Design Guidelines in its sole and absolute discretion.

3. **Section 4.3 Building Square Footage Minimums**. Section 4.3 of the Design Guidelines shall revised to state:

   Star River Ranch Subdivision will require building size minimums that shall be considered the minimum livable square footages allowed. The minimum square footages shall be exclusive of garages, patios or porches. The minimum livable square footage for a single story structure shall be **2800** square feet and the minimum livable square footage for a 2 story structure shall be **3500** square feet unless a waiver is granted by SRRDRC in its sole and absolute discretion. Split level entry structures or structures with any form of livable basement are prohibited.

4. **Section 4.4 Building Elements**. The first paragraph of Section 4.4 of the Design Guidelines shall be revised to state:

   Home floor plans need to display significant projections and recesses. Major building elements and/or projections and recesses will be a minimum of 4 feet. Minor building elements such as decorative massing features will project and/or recess a minimum of 2 feet, and bay windows shall project a minimum of 1 foot.

5. **Section 4.5 Roofs.** Section 4.5 of the Design Guidelines shall be revised to state:

   Roofing materials shall be limited to Composition Shingles, concrete tile, slate, Tesla and may include metal accents, and shall harmonize with the home design. Roofs will be varied in height. Roof lines will be interrupted wherever possible with gables, dormers and other features. Roofs are not to dominate the home design and unbroken large roof planes are prohibited. The roof pitch will be consistent throughout the home design. Where Composition Shingles are used, architectural heavy profile products are required. These shall carry a minimum 40 year transferrable residential warranty covering manufacturing defects.

   Roof Fascia and Barges shall be stepped. An example would be a 4" trim applied over an 8" trim and in all cases the base trim shall have a minimum profile of 8". Fascia shall not require the step element in the event that gutter is being installed over the fascia. Roof overhangs shall be designed with a minimum depth of twelve inches (12") for "traditional" gabled and hipped roof designs. "Contemporary" home designs featuring a

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fascia or no fascia will be closely scrutinized by the SRRDRC to ensure appropriate character within the community.

Roof vents shall not be visible from the street to the extent practical. Fireplace flues shall be required on all fireplaces, and direct vent fireplaces shall not be permitted.

6. **Section 4.6 Exterior Home Elevations/ Siding**. The final paragraph of Section 4.6 of the Design Guidelines shall be revised to state:

   Home exterior designs will include a minimum of two materials on each exterior building elevation, with the materials "wrapping" the home, rather than acting as a veneer or façade on one face of the home. In particular street facing facades will display two or more materials used in abundance, with these materials continuing on each side of the home. The sole use of low wainscots do not constitute an "abundance" of such material, where a full wall height of such material will. Soft, muted and/or natural color tones are preferred. Bright, loud and highly contrasting colors are not allowed. Materials and colors beyond those described herein shall be highly scrutinized, and their appropriateness determined by the SRRDRC.

7. **Section 4.8 Garages**. Section 4. 8 of the Design Guidelines shall be revised to state:

   Garages shall accommodate a minimum of 3 cars, and a maximum of 5 cars unless proven to be architecturally pleasing and approved by the SRRDRC. Garages and garage doors are preferably oriented to minimize impact from the street and side entry garages are required to the extent practical. For designs that orient garage doors to the street, it is strongly recommended to set the garage further back from the street than the occupied portion of the home, with the garages not exceeding 50% of the overall home front street elevation. In all events excessive garage frontage is to be avoided.

   Garage door building faces will be broken into offsets, material changes and perhaps diverse roof orientations to add interest and scale. Additionally, "Carriage" doors and garage door appliques are encouraged to enhance street views of these frontages.

   Open garages will not be considered Oversized and/or RV garages and detached shops will be considered on a site-by-site approval and only when the entry face of the oversized garage, RV garage or shop can be placed a minimum of 36' behind the required front setback requirement AND shall the front elevation of Oversized and/or RV garages shall be at least 24 feet behind the front elevation of the garage. The side elevation of an oversized garage shall be required to be as architecturally pleasing as the front elevation of the home and both front and side elevation detail shall be closely scrutinized by the SRRDRC. Please refer to Section 5.4: "DRIVEWAYS AND GARAGES" for related direction.

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Section 5.4 Driveways
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8. **Section 5.4 Driveways and Garages**. The third paragraph of Section 5.4 of the Design Guidelines shall be revised to state:

> Where driveway approaches currently exist, the same shall be utilized unless a waiver is granted by the SRRDRC. All other driveways shall be aligned to maximize open space, and placed to the edge of the lot; "paired" with adjacent lot driveways on the side of the lots where utilities are located, where possible. They shall be a maximum of 24' wide at the street property line. All driveways shall be designed to minimize removal of existing trees.

9. **Section 5.8 Walks, Pathways, Patios and Decks**. The final paragraph of Section 5.8 of the Design Guidelines shall be revised to state:

> Entry walkways shall be designed from the street frontage into the front entry of the house. Steps should be recessed from the front sidewalk a minimum of 5' to avoid tripping hazards. In as much as possible, driveways should not serve as walkways into homes. If adjacent to the drive, the walkway should be separated from the drive by plant materials and constructed of materials differing from the driveway to result in a feeling of separation from the actual driveway. If driveways are used as a portion of the walkway to the front entry of the house, they shall be designed more for pedestrian use, utilizing pavement materials for more of a courtyard appearance.

BOARD OF DIRECTORS OF STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC.:

[Signature Pages Follow]

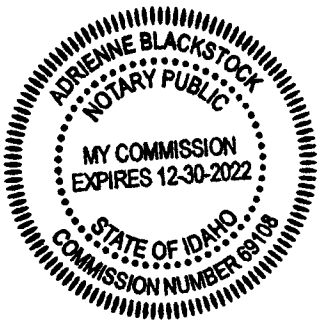
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Timothy W. Eck, Director

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of April, 2021, before me, Adrienne Blackstock, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.



Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 12-30-22

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Heather A Layher, Director

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of April, 2021, before me, Adrienne Blackstock, a Notary Public in and for said State, personally appeared Heather A Layher, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

ADRIENNE BLACKSTOCK NOTARY PUBLIC MY COMMISSION EXPIRES 12-30-2022 STATE OF IDAHO COMMISSION NUMBER 69108

Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 12-30-22

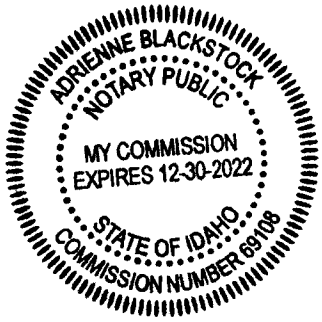
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Brittany M. Sofro, Director

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of April, 2021, before me, Adrienne Blackstock, a Notary Public in and for said State, personally appeared Brittany M Sofro, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.



Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 12-30-22

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

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Third Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch

This Third Amendment to Design Guidelines of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch ("Amendment") is entered into this 18th day of July, 2022 by the Board of the Directors (the "Board") of Star River Ranch Homeowners Association, Inc., an Idaho non-profit corporation.

Whereas, certain "Design Guidelines" are appended to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Star River Ranch dated April 4, 2019 and recorded in records of Canyon County, Idaho on April 24, 2019 as Instrument Number 2019-016926 (the "Declaration"), as the same have been modified from time to time;

Whereas; the Section 5.3 of the Declaration provides the Design Guidelines may be revised by the Board;

Whereas; the Board desires to amend the Design Guidelines as set forth in the Amendment;

Now, in and for good and valuable consideration the Board agrees as follows:

1. Section 5.1 Task Four, Landscape Site Plan, shall be revised to add the following requirement:

   Finished Grade Plans, in compliance with the final paragraph of Section 5.2 below.

2. Section 5.2 of the Design Guidelines are revised to add the following paragraph:

Notwithstanding anything contained in these Design Guidelines all stormwater and other water originating from any Lot shall be retained on such Lot and may not flow onto or into any adjacent Lot, any Pond or any Wetland Restriction Area.

2022-037420
RECORDED
08/02/2022 01:03 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=4 JWINSLOW $19.00
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BOARD OF DIRECTORS OF STAR RIVER RANCH HOMEOWNERS ASSOCIATION, INC.:

Timothy W. Eck, Director

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of July, 2022, before me, Adrienne Blackstock, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.



Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires 12-30-2022

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Heather A Layher, Director

STATE OF IDAHO)
) ss.
County of ~~Ada~~ Kootenai)

On this 25th day of July, 2022, before me, Erich M Barkan, a Notary Public in and for said State, personally appeared Heather A Layher, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

ERICH M. BARKAN NOTARY PUBLIC MY COMMISSION EXPIRES 04-01-2025 STATE OF IDAHO COMMISSION NUMBER 56801

Notary Public for Idaho
Residing at 83815
My commission expires 04/01/2025

Brittany M Sofro, Director

STATE OF IDAHO)
) ss.
County of Ada)

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On this 20th day of July, 2022, before me, Tammie K Knobloch, a Notary Public in and for said State, personally appeared Brittany M Sofro, known or identified to me to be the Director of Star River Ranch Homeowners Association, Inc., the corporation that executed the within 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.

TAMMIE K KNOBLOCH
COMMISSION #20180043
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/11/2024

Notary Public for Idaho
Residing at Star, ID
My commission expires 1-11-24

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MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR STAR RIVER RANCH ESTATES

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NOTICE

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THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN STAR RIVER RANCH ESTATES SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL STAR RIVER RANCH ESTATES PROPERTY OWNERS.

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

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

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TABLE OF CONTENTS

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Page

ARTICLE 1 RECITALS 1

1.1 Property Covered 1
1.2 Residential Development 1
1.3 Purpose of Master Declaration 1

ARTICLE 2 DECLARATION 2

ARTICLE 3 DEFINITIONS 2

3.1 "Abandoned or Inoperable Vehicle" 2
3.2 "Articles" 2
3.3 "Assessments" 2
3.4 "Association" 2
3.5 "Association Rules" 2
3.6 "Board" 3
3.7 "Building Envelope" 3
3.8 "Bylaws" 3
3.9 "Common Area" 3
3.10 "Common Area Lots" 3
3.11 "Star River Ranch Estates Design Review Committee" or "SRREDRC" 3
3.12 "Design Guidelines" 3
3.13 "Development Plan" 3
3.14 "Discretion" 4
3.15 "Expenses" 4
3.16 "First Mortgage" 4
3.17 "Grantor" 4
3.18 "Improvement" 4
3.19 "Limited Assessment" 4
3.20 "Lot" 4
3.21 "Maintenance Property" 5
3.22 "Master Declaration" 5
3.23 "Member" 5
3.24 "Mortgage" 5
3.25 "Occupant" 5
3.26 "Oversized Vehicles" 5
3.27 "Owner" 5
3.28 "Person" 5
3.29 "Phase" 5
3.30 "Phase 1 Property" 5
3.31 "Plat" 6
3.32 "Project Documents" 6
3.33 "Property" 6
3.34 "Regular Assessment" 6
3.35 "Restricted Area" 6

3.36 "Special Assessment" 6
3.37 "Supplemental Declaration" 6
3.38 "Waterway" 7
3.39 "Wetlands" 7

ARTICLE 4 ASSOCIATION GOVERNANCE AND ADMINISTRATION 7

4.1 Organization of the Association 7
4.2 Membership 7
4.3 Membership Voting 7
4.4 Board of Directors and Officers 8
4.5 Power and Duties of the Association 8
4.6 Meetings of the Association 13
4.7 Budgets and Financial Statements 14
4.8 Manager 14
4.9 Personal Liability 14

ARTICLE 5 GOVERNANCE AND ADMINISTRATION: STAR RIVER RANCH ESTATES DESIGN REVIEW COMMITTEE 14

5.1 Creation; Grantor's Right of Appointment 14
5.2 Appointment of Star River Ranch Estates Design Review Committee Representative 15
5.3 Improvements Generally 16
5.4 Expenses 16
5.5 Non-Liability of Star River Ranch Estates Design Review Committee Members 16
5.6 Variances 17
5.7 Grantor's Exemption 17

ARTICLE 6 ASSESSMENTS 18

6.1 Covenant to Pay Assessments 18
6.2 Assessment Constitutes Lien 18
6.3 Assessment is Personal Obligation 18
6.4 Uniform Rate of Assessment 18
6.5 Regular Assessments 18
6.6 Special Assessments. 19
6.7 Limited Assessments 20
6.8 Assessment Period 20
6.9 Notice and Assessment Due Date 20
6.10 Estoppel Certificate 20
6.11 Special Notice and Quorum Requirements 21
6.12 Grantor Loans 21

ARTICLE 7 ENFORCEMENT OF ASSESSMENTS; LIENS 21

7.1 Right to Enforce 21
7.2 Assessment Liens. 21
7.3 Method of Foreclosure 22
7.4 Subordination to Certain Trust Deeds 22
7.5 Rights of Mortgagees 22

ARTICLE 8 RIGHTS TO COMMON AREAS, RESTRICTED AREAS 22

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8.1 Use of Common Area 23
8.2 Designation of Common Area 23
8.3 Designation of Restricted Area 24
8.4 Designation of Maintenance Property 24
8.5 Delegation of Right to Use 25
8.6 Damages 25
8.7 Association's Responsibility 25

ARTICLE 9 GENERAL AND SPECIFIC RESTRICTIONS 25

9.1 Uses – Generally 25
9.2 Improvements - Generally 25
9.3 Exterior Maintenance; Owner's Obligations 26
9.4 Obligation to Complete Construction 26
9.5 Landscaping 27
9.6 Mailboxes 27
9.7 Nuisances 28
9.8 No Hazardous Activities 28
9.9 Discharge of Firearms 28
9.10 No Mining or Drilling 28
9.11 Insurance Rates 29
9.12 Vehicles and Equipment. 29
9.13 Animals/Pets 29
9.14 No Mobile Homes or Temporary Structures 30
9.15 Drainage and Grading 30
9.16 Irrigation System 30
9.17 Other Water Supply Systems 31
9.18 Water Rights Appurtenant to Subdivision Lands 31
9.19 Energy Devices, Outside 31
9.20 Signs 31
9.21 Antennae 31
9.22 No Further Subdivision 31
9.23 Fences 31
9.24 Leasing 32
9.25 Reserved 32
9.26 Waterways andRestricted Areas 32
9.27 Grantor's Right of Development 32
9.28 Compliance with Laws 33

ARTICLE 10 EASEMENTS – GENERAL AND SPECIFIC 33

10.1 Owners: Easements of Enjoyment 33
10.2 Delegation of Use 34
10.3 Recorded Easements 34
10.4 Easements of Encroachment 34
10.5 Maintenance and Use Easement Between Walls and Property 34
10.6 Easements of Access 34
10.7 Drainage and Utility Easements 34
10.8 Rights and Duties Concerning Utility Easements 34

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10.9 Disputes as to Sharing of Costs 35
10.10 General Landscape Easement 35
10.11 Maintenance Easement 35
10.12 Pathway Easement 35
10.13 Sewer Easement 36
10.14 Drainage Easement 36
10.15 Blanket Easements 36
10.16 Grantor's Rights Incident to Construction 36
10.17 Easements Deemed Created 36
10.18 Waterway Easements 36
10.19 Reservation for Expansion 37
10.20 Emergency Easement 37

ARTICLE 11 INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS 37

11.1 Member's Right of Inspection 37
11.2 Rules Regarding Inspection of Books and Records 37
11.3 Director's Rights of Inspection 37

ARTICLE 12 MISCELLANEOUS 37

12.1 Annexation of Other Properties 37
12.2 Removal of Properties; Right of Grantor to Remove Properties 38
12.3 Term 38
12.4 Amendment 38
12.5 Mortgage Protection 39
12.6 Notices 39
12.7 Enforcement and Non-Waiver 39
12.8 Use of Trademark 40
12.9 Interpretation 40
12.10 Successors and Assigns 40
12.11 Owners' Acknowledgments 40

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MASTER DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

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FOR

STAR RIVER RANCH ESTATES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH ESTATES (this "Master Declaration") is made effective as of the 19th day of January, 2023, by DAS Investments, LLC, an Idaho limited liability company ("DAS"), Timothy W. Eck and Yvonne S. Eck (collectively), and Eck Children's Trust A and Eck Children's Trust B (each a "Grantor" and "Class B Member. All capitalized terms not otherwise defined in the text hereof are defined in Article 3, and each reader of this Master Declaration should refer to Article 3 for a clear understanding of such capitalized terms.

ARTICLE 1
RECITALS

1.1 Property Covered. The property subject to this Master Declaration includes the property legally described in Exhibit "A" attached hereto and made a part hereof by this reference and any additional contiguous or non-contiguous property acquired by Grantor annexed under this Master Declaration by a recorded Supplemental Declaration ("Star River Ranch Estates"). Grantor may develop Star River Ranch Estates in multiple development Phases. Each Phase Grantor elects to include in Star River Ranch Estates, other than the Phase 1 Property described in Exhibit "A", shall be subject to this Master Declaration only in the event it is annexed by way of a Supplemental Declaration, and all property (including the Phase 1 Property described in Exhibit "A") made subject to this Master Declaration shall be referred to as the "Property." Unless and until a Supplemental Declaration is filed with Canyon County Recorder's office, only that property legally described in Exhibit "A" attached hereto (the "Phase 1 Property"), shall be subject to this Master Declaration. Each Owner, by accepting a deed to any portion of Star River Ranch Estates, acknowledges and agrees that Grantor is under no obligation to subject any additional property to Star River Ranch Estates and the provisions of this this Master Declaration.

1.2 Residential Development. Star River Ranch Estates is a residential development which Grantor currently intends to develop in accordance with existing development approvals obtained from the city of Star Idaho as may be amended from time to time, or any other development plan(s) for which Grantor may from time to time obtain approval from the city of Star (collectively the "Development Plan"). The Property will be developed for single-family residential homes.

1.3 Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that will apply to the Property and the use of any and all portions of the Property, to establish the Phase 1 Property, provide for the creation of the Association and to designate Common Areas, Maintenance Property and Restricted Areas

located within the Phase 1 Property. The Restrictions are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high-quality development; and to guarantee adequate maintenance of the Common Areas, Restricted Areas, and Maintenance Property, including any Improvements located thereon in a cost effective and administratively efficient manner.

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ARTICLE 2
DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, Grantor's successors or assigns, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association. In the event of any conflict between this Master Declaration and any other of the Project Documents, this Master Declaration shall control.

ARTICLE 3
DEFINITIONS

3.1 "Abandoned or Inoperable Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

3.2 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association, as the same may be amended or revised from time to time.

3.3 "Assessments" shall mean those payments required of Owners who are Association Members, including Regular, Special and Limited Assessments.

3.4 "Association" shall mean the Idaho profit or non-profit corporation, or its successors, organized and established by Grantor to exercise the powers and to perform the duties set forth in this Master Declaration. Grantor shall have the power, in its discretion, to name the Association the "Star River Ranch Estates Homeowners Association, Inc.", or any similar name which fairly reflects its purpose.

3.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Envelope" shall mean the area within a Lot where a residential structure and accessory structures may be located. Unless expressly stated herein to the contrary, the Building Envelope shall always be subject to the prior written approval of the Star River Ranch Estates Design Review Committee. Notwithstanding the preceding, it shall be the sole responsibility of each Owner to verify and confirm that the construction or installation of any structures, accessory structures, or Improvements to be made on the Owner's Lot complies with the Building Envelope. Prior to the construction of any Improvement on a Lot, an Owner shall engage a licensed surveyor to verify that any Improvements to be made by Owner comply with the Building Envelope, are located outside any legal setbacks, designated easements and the 100-year flood plain. Building Envelopes shall not be located in Restricted Areas, legal setback areas, designated easements or within the 100 year flood plain, or in any other location prohibited by this Master Declaration and it shall be the sole responsibility of the Owner of any Lot in Star River Ranch Estates to confirm and verify the extent of the Building Envelope with the assistance of a licensed surveyor.

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3.8 "Bylaws" shall mean the Bylaws of the Association, as the same may be amended or revised from time to time.

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

3.10 "Common Area Lots" shall mean any Lot within Star River Ranch Estates as shown on any Plat and/or designated in this Master Declaration or any Supplemental Declaration, or other recorded document by Grantor, as a "Common Area Lot."

3.11 "Star River Ranch Estates Design Review Committee" or "SRREDRC" shall mean the Star River Ranch Estates Design Review Committee, the Initial Improvement Committee and/or the Subsequent Improvement Committee created by Grantor pursuant to Article 5 hereof, whichever is appropriate in the context of this Master Declaration.

3.12 "Design Guidelines" shall mean the design guidelines and rules promulgated, published, amended, and supplemented from time to time pursuant to Article 5.

3.13 "Development Plan" shall have the meaning ascribed to it in Section 1.2.

3.14 "Discretion" or "discretion" shall mean the freedom or authority to act according to one's own judgment.

3.15 "Expenses" shall have the meaning ascribed to it in Section 6.5.1.

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3.16 "First Mortgage" shall mean any Mortgage which is not subordinate to any other monetary lien or encumbrance except liens for taxes or other liens which are given priority by statute.

3.17 "Grantor" shall be those individuals and entities listed in the preamble, or their successors in interest, or any Person to whom the rights under this Master Declaration are expressly transferred, in whole or in part by a Grantor. Grantor rights will not be an appurtenance to any portion of the Property transferred by a Grantor unless an express assignment of Grantor's rights is made. At the election of a Grantor, a Grantor may convey, transfer, or assign its Grantor rights, in whole or in part, to any Person, including without limitation Class B Member rights subject to obtaining approval of DAS as set forth below. Any Grantor rights transferred under the preceding sentence shall be documented by an assignment of Grantor rights recorded in the Official Records of Canyon County, Idaho at the time of transfer or assignment. Unless expressly authorized by DAS no subsequent assignment of Grantor's rights shall be permitted. Grantor shall continue to hold any and all Grantor rights and Class B Member rights to Lots, Common Area Lots and/or property retained by Grantor or not otherwise assigned under the preceding provisions. So long as DAS holds Grantor rights and/or Class B voting rights, no other Person may assign Grantor rights to a third Person without the prior written consent of DAS.

3.18 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, residential structures, accessory buildings, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, subsurface weir, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement includes both original improvements existing on the Property on the date hereof and all later changes and additions thereto.

3.19 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the 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 Master Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement, and operation activities performed for any Common Area, Restricted Areas, Maintenance Property or the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Master Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

3.20 "Lot" shall mean any Lot within Star River Ranch Estates as shown on any Plat and/or specified in this Master Declaration or any Supplemental Declaration, upon which

residential Improvements may be constructed. For voting, membership, and Assessment purposes herein, "Lot" shall not include any lot designated on a Plat and/or by Supplemental Declaration as Common Area, Common Area Lots or Restricted Area.

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3.21 "Maintenance Property" shall mean any real or personal property on the Property or in the general vicinity of the Property not owned by the Association, but which the Association operates and/or maintains for the benefits which will accrue to the Property and its Owners, including, without limitation, any signs, benches, lights, trails, parks, or other open space and lands, but shall exclude Restricted Area. Included in Maintenance Property is the sidewalk and area between the sidewalk and curb covered by the easement in favor of the Association as reflected in Plat Note 15 of the Plat of Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-036326 ("Pathway Easement") "Master Declaration" shall mean this Master Declaration of Covenants, Conditions and Restrictions for Star River Ranch Estates as it may be amended and supplemented from time to time.

3.22 "Member" shall mean each Owner holding a membership in the Association, including Grantor.

3.23 "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.

3.24 "Occupant" shall mean any resident or occupant of a Lot other than the Owner, including, without limitation, family members, guests, invitees, and tenants.

3.25 "Oversized Vehicles" shall be defined as vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening or too long to fit within a garage.

3.26 "Owner" shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, or in the case of Grantor any fee simple interest in any portion of the Property and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

3.27 "Person" shall mean any individual, partnership, limited liability company, corporation, trust, estate, or other legal entity, including Grantor.

3.28 "Phase" shall mean a defined portion of the property described on Exhibit A, consisting of one or more Lots, which has been designated as a Phase under this Master Declaration or by any recorded Supplemental Declaration.

3.29 "Phase 1 Property" shall mean that real property legally described on Exhibit A, made subject to this Master Declaration hereby, which constitutes a portion of that certain real property shown on the Plat showing Star River Ranch Subdivision No. 2.

3.30 "Plat" shall mean any subdivision plat covering any portion of the property legally described on Exhibit A and any property contiguous or non-contiguous to the Property acquired be Grantor annexed under this Master Declaration by a recorded Supplemental Declaration , including, without limitation, the Plat showing Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-03[illegible]26. NOTE: ONLY A PORTION OF THE LOTS IN THE FOREGOING PLAT ARE SUBJECT TO THE RIGHTS, PRIVILEGES AND DUTIES SET FORTH IN THIS MASTER DECLARATION.

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3.31 "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Master Declaration, any Supplemental Declaration, Articles of Incorporation and Bylaws of the Association, any Association Rules, the Design Guidelines and any other procedures, rules, regulations, or policies adopted under such documents by the Association or the Star River Ranch Estates Design Review Committee.

3.32 "Property" shall mean the Phase 1 Property attached hereto as Exhibit "A" and any additional property owned or acquired by Grantor which Grantor elects to annex into this Master Declaration by a recorded Supplemental Declaration, including, without limitation, each lot, parcel, and portion thereof and interest therein.

3.33 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area, Restricted Area and the Maintenance Property, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against each Lot and each Owner by the Association, pursuant to the terms of this Master Declaration or a Supplemental Declaration.

3.34 "Restricted Area" shall mean that portion of the Property that may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration, any Supplemental Declaration, or the Design Guidelines. In addition, the Association may acquire any Restricted Area it deems necessary and/or beneficial to the Property and/or the Owners. Restricted Area may include easement, lease and/or license rights. Restricted Area shall not be subject to use by Members, Owners, or any Person except as permitted in this Master Declaration, as may be amended; provided however, that the Association shall have the power to convert any Restricted Area into Common Area or to allow limited or selective uses of the Restricted Area.

3.35 "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 Master Declaration or a Supplemental Declaration.

3.36 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted by Grantor in connection with any Phase, any portion of the property described on Exhibit A or any Annexed Property, as defined in Section 12.1 hereof.

3.37 "Waterway" shall mean any surface water amenity, including, without limitation, any irrigation system, lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property.

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3.38 "Wetlands" shall mean any areas including areas within the Property subject to regulation of the United States Army Corps of Engineers ("ACOE") as wetlands areas.

ARTICLE 4
ASSOCIATION GOVERNANCE AND ADMINISTRATION

4.1 Organization of the Association. The Association shall be initially organized by Grantor as a non-profit corporation under the applicable provisions of the Idaho Code, or such other legal entity as Grantor deems appropriate, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Grantor may, in its discretion, grant to the Association a revocable, non-exclusive license to use the name "Star River Ranch Estates." Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Project Documents.

4.2 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. Memberships in the Association shall be appurtenant to and may not be separated from ownership of the Lot. Except as to Grantor transferring Class B member rights as provided herein, the memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of an Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

4.3 Membership Voting. The Association will have two (2) classes of memberships:

4.3.1 Class A Members. Class A Members shall be the Owners of Lots designated in this Master Declaration, any Supplemental Declaration or other recorded document, excluding the Grantor for so long as Grantor, or an assignee of Grantor rights when permitted by this Master Declaration. Until the Class B Member Termination Date, the Class A Members shall not be entitled to vote upon any matter. Upon the Class B Member Termination Date, each Class A Member shall be entitled to one (1) vote for each Lot owned by said Members of the Association. Upon the Class B Member Termination Date, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by the Grantor within the Property.

4.3.2 Class B Member. Each Grantor, directly, or by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be entitled to one (1) vote for each of the approved Lots for Star River Ranch Estates Assignees of Grantor Class B Member rights under Section 3.17 shall be entitled to one (1) vote for each of the approved Lots for Star River Ranch Estates owned by the assignee. The Class B Members shall cease to be Class B voting Members in the Association upon the earliest to occur of the following: (1) the date upon which the Grantor, including Grantor assignees, no longer

own any Property or Lot within Star River Ranch Estates; (2) the date all Class B members inform the Board in writing that they no longer wish to exercise their rights as Class B Members hereunder; or (3) on June 1, 2033. This date may be referred to herein as the "Class B Member Termination Date." In the event there is more than one Class B Member, a majority of votes held by Class B Members shall control. In the event the number of anticipated residential Lots within Star River Ranch Estates is increased beyond 6 approved Lots prior to the Class B Member Termination Date, the Class B Member owning any such Lot shall be entitled to an additional vote for each such additional Lot and the Termination Date identified as June 1, 2033 under subsection (3) of Section 4.3.2 above shall be extended to a date 10 years subsequent to the last annexation of property into this Master Declaration.

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4.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

4.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board ("Directors"), nor more than five (5) Directors appointed by the Class B Members in the Class B Members' discretion. The Class B Members shall have the right to remove and replace any Director, with or without cause, in the Class B Members' discretion. Any Directors appointed by the Class B Members need not be Members of the Association.

4.4.2 Selection of Board After Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be selected by the Members as more particularly set forth in the Articles and/or Bylaws of the Association. Any Directors selected by the Members must be Members of the Association.

4.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Members. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. The Class B Members shall have the right to voluntarily terminate its right to appoint Directors and to fill vacancies pursuant to this Section, in which event the remaining Directors may fill vacancies occurring between meetings of the Members as provided herein. Except for Directors appointed by the Class B Members, all other Directors shall be Members.

4.5 Power and Duties of the Association.

4.5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the applicable provisions of the Idaho Code subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area, Restricted Area, Maintenance Property and the Association's other assets, including water

rights received from Grantor, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

4.5.1.1 Assessments. The power to levy Assessments on any Owner and Association Member, or any portion of the Property pursuant to the restrictions enunciated in this Master Declaration, and to force payment of such Assessments, all in accordance with the provisions of this Master Declaration. This power shall include the right of the Association to levy Assessments on any Non-Grantor Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area, Restricted Area, and the Maintenance Property.

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4.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

4.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any Common Area, Restricted Area, or Maintenance Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area, Restricted Area or Maintenance Property shall be for a term not exceeding one (1) year and shall be subject to review by the Board upon termination of the Class B membership.

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

4.5.1.5 Improvements Within Public Right-of-Way. The authority to own, maintain, repair, replace and operate any Improvements, including, without limitation, landscaping islands, bridges, bridge facades, median strips and pathways located within any public right-of-way located within the Property or identified on a Plat within the Property, subject to the rights of the Canyon Highway District No. 4 to remove the same and charge to the Association the costs of removal of such Improvements and other costs relating to any damage to the public right of way as a result of the Association's use thereof. Such maintenance, repair, replacement, and operation shall be in accordance with all agreements, licenses and/or other requirements of the applicable entity having jurisdiction over the same.

4.5.1.6 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

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4.5.1.7 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and dedications of rights-of-way in, on or under the Common Area and Restricted Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners or for adjacent properties whether annexed or not, for the purpose of constructing, erecting, operating or maintaining the following:

(a) Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

(b) Public or private roadways, sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

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

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

4.5.1.9 Other. Such other and further powers as the Association Board deems reasonable and appropriate.

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

4.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Property. All Restricted Area and other Waterways shall be maintained in accordance with sound hydrological principles, with particular attention to the maintenance of water quality and the abatement of mosquitoes. The

Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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4.5.2.2 Operation and Maintenance of Restricted Area. Except as otherwise stated in this Master Declaration, any Supplemental Declaration, or the Design Guidelines, operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of any Restricted Area subject to the terms of this Master Declaration as well as any Waterways.

4.5.2.3 Reserved.

4.5.2.4 Operation and Maintenance of Irrigation System. Subject to the terms of a Shared Pressurized Irrigation System Agreement (defined hereinafter), the Association shall operate and maintain or otherwise provide for the operation and maintenance, repair and replacement of the pressurized irrigation system which shall be shared (the "Shared System") with property to the north or any other property designated by DAS. Currently the Shared System is Governed by the Amended and Restated Shared Irrigation System Agreement recorded in Records of Canyon County on August 11, 2021, as Instrument Number 2021-056360 ("Shared Pressurized Irrigation System Agreement"). Each Owner shall be responsible for its pro-rata share of all payments due under the Shared Pressurized Irrigation System Agreement, and each Lot shall be subject to all terms and conditions contained therein. Operation of the Shared System will be maintained pursuant to the Pressurized Irrigation Operation and Maintenance Manual. A copy of the Pressure Irrigation Operation and Maintenance Manual is attached hereto as Exhibit "B" and incorporated herein by this reference.

4.5.2.5 Operation and Maintenance of Maintenance Property. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of any Maintenance Property without limitation, any signs, benches, lights, trails, parks, or Improvements within the public right of way for which the Association is responsible.

4.5.2.6 Restricted Areas. Monitor and maintain vegetation densities within all weir and Restricted Areas which are under the purview of the ACOE; and keep the ACOE informed of all monitoring and maintenance activities on an annual basis.

4.5.2.7 Flood Management Plan and Levy. Monitor and inspect the Boise River Bank contiguous to Star River Ranch Estates during periods of high-water flow exceeding 6000 CFS. In the event of any deterioration of the Boise River Bank provide observation results to Boise River Flood Control District No. 10, including coordinating with Boise River Flood Control District No. 10 and completing river bank restoration if determined necessary by Boise River Flood Control District No. 10. In addition the Property shall be subject to the terms of the Levy Maintenance Agreement filed for record with the Canyon County, Idaho Recorder on July 9, 2021 as Instrument Number 2021-048461 (the "Levy Maintenance Agreement"), and the Association shall perform all duties, including payment of all sums due thereunder, for ongoing maintenance repair and replacement of the levy along the Boise River ("Levy") Each Owner shall be responsible for its pro-rata share of all payments due under the Levy Maintenance Agreement, and each Lot shall be subject to all terms and conditions contained therein

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

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4.5.2.9 Improvements in the Public Right-of-Way or Private Roads. Maintain, improve, operate, repair and replace any facilities and Improvements, including, without limitation, Maintenance Property, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way or private roads which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to the Development Plan, any Plat, or any license, easement or other agreement. and shall maintain the sidewalk and that portion of the landscaping between sidewalk and the curbing along the roadway within the Pathway Easement.

4.5.2.10 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, and all personal property taxes levied on the personal property of the Association located on the Maintenance Property, Restricted Area or against any portion of the Property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid, or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation;

4.5.2.11 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, Maintenance Areas, and Restricted Area, and to own and/or manage for the benefit of Star River Ranch Estates all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

4.5.2.12 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area and Restricted Area;

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

requirement that owners of Maintenance Property, be listed as named or additional insureds when required;

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

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(d) Such insurance as otherwise required by this Master Declaration or otherwise approved by the Association;

(e) Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property;

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

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

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

4.5.2.14 Star River Ranch Estates Design Review Committee. Appoint and remove members of the Star River Ranch Estates Design Review Committee, subject to the provisions of this Master Declaration; and

4.5.2.15 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of the City of Star, Canyon County and/or State of Idaho, also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein and in accordance with applicable law.

4.5.2.16 Compliance with Development Plan. All actions undertaken by the Association in performance of its duties under the Project Documents shall be performed in conformity with the Development Plan.

4.5.2.17 Duties Imposed During Entitlement Process. Perform all duties imposed by any governmental, municipal, or other agencies as part of the entitlement process for the development of Star River Ranch Estates.

4.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

4.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association as follows:

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4.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be available for distribution not less than the earlier of thirty (30) days before the beginning of each fiscal year or January 1st for the succeeding year. The operating statement shall include a schedule of Assessments received and receivable.

4.7.2 Once Lots are conveyed to any Owner other than the parties to this Master Declaration, within sixty (60) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year for the Association and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year. Copies of the balance sheet and operating statement shall be available for distribution upon request to each Member within sixty (60) days after the end of each fiscal year.

4.8 Manager. The Association may employ or contract for the services of a manager or management company ("Manager"), provided that no such employment or contract shall have a term of more than one (1) year following the Class B Member Termination Date, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided ninety (90) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 4.8.

4.9 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee, or other representative or employee of the Association, Grantor, or the Star River Ranch Estates Design Review Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

ARTICLE 5
GOVERNANCE AND ADMINISTRATION: STAR RIVER RANCH ESTATES DESIGN REVIEW COMMITTEE

5.1 Creation; Grantor's Right of Appointment. Within thirty (30) days of the date on which Grantor first conveys a Lot to an Owner, Grantor shall appoint no less than three (3) and no more than five (5) individuals to serve on a design committee (the "Star River Ranch Estates Design Review Committee"). Thereafter, at any time, and from time to time, until the Class B Member Termination Date, Grantor shall have the exclusive right, in Grantor's discretion, to appoint, remove and replace all members of the Star River Ranch Estates Design Review

Committee. Upon the Class B Member Termination Date, the Star River Ranch Estates Design Review Committee shall be divided into two committees consisting of not less than three (3) and not more than five (5) individuals each: (1) the Initial Improvement Committee; and (2) the Subsequent Improvement Committee. Hereinafter, the term "Star River Ranch Estates Design Review Committee" shall mean the Initial Improvement Committee and Subsequent Improvement Committee, whichever is appropriate given the context hereof. As long as Grantor owns a Lot within the Property, or any portion of the property described on Exhibit A, Grantor shall continue to have the exclusive right to appoint, remove and replace all members of the Initial Improvement Committee. Following the Class B Member Termination Date, the Board shall have the right to appoint, remove and replace the members of the Subsequent Improvement Committee. At such time as Grantor no longer owns a Lot within the Property, or any portion of the property described on Exhibit A, the Board shall have the right to appoint, remove and replace all members of the Star River Ranch Estates Design Review Committee. The Initial Improvement Committee shall be responsible for review and approval of the initial and subsequent residential Improvements proposed to be placed on any Lot pursuant to this Article 5. Following construction of a permanent residential Improvement on a Lot and the Class B Member Termination Date, any subsequent Improvements on such Lot or any changes to any existing Improvements shall be submitted to the Subsequent Improvement Committee for review pursuant to this Article 5. If a vacancy on the Star River Ranch Estates Design Review Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Star River Ranch Estates Design Review Committee need not be an Owner. Members of the Star River Ranch Estates Design Review Committee may be removed immediately by the Person appointing them at any time without cause. Pursuant to Section 5.3 below, the Star River Ranch Estates Design Review Committee shall review, study, and either approve or reject the proposed Improvements on the Property, all in compliance with the Master Declaration, any Supplemental Declaration, and the Design Guidelines. The actions of the Star River Ranch Estates Design Review Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

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5.2 Appointment of Star River Ranch Estates Design Review Committee Representative. The Star River Ranch Estates Design Review Committee, prior to the Class B Member Termination Date, may appoint in writing one (1) of its members to act as its designated representative (the "Committee Representative"). The Committee Representative may be delegated all duties and obligations of the Star River Ranch Estates Design Review Committee. In the event a Committee Representative is appointed, it is intended that the Star River Ranch Estates Design Review Committee shall look to the Committee Representative to perform all functions of the Star River Ranch Estates Design Review Committee; provided however, the Star River Ranch Estates Design Review Committee shall make all final determinations and decisions regarding all Star River Ranch Estates Design Review Committee duties and obligations. Any action or decision made by three (3) members of the Star River Ranch Estates Design Review Committee shall be a binding decision of the entire Star River Ranch Estates Design Review Committee.

5.3 Improvements Generally. The initial Design Guidelines for the construction and reconstruction of all Improvements on the Property are attached hereto as Exhibit "C." No Improvements on any portion of the Property shall be constructed, reconstructed, placed on, or removed from the Property without prior written consent of the Star River Ranch Estates Design Review Committee, and without being in compliance with the Project Documents and the Design Guidelines. The Design Guidelines shall be developed and used by the Star River Ranch Estates Design Review Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of Star River Ranch Estates, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. In the event of a conflict between the Design Guidelines and this Master Declaration, any Supplemental Declaration, the Articles or the Bylaws, this Master Declaration, the Supplemental Declaration, the Articles or Bylaws, as the case may be, shall govern in that order. The content of the Design Guidelines may be modified and amended from time to time as provided in the Design Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article 5 limits any Owner's obligation and duty to ensure that the Owner's Lot development is in compliance with this Master Declaration, any Supplemental Declaration, the Design Guidelines, any other Project Documents or applicable city, county and state laws, rules, regulations, and ordinances.

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5.4 Expenses. All expenses of the Star River Ranch Estates Design Review Committee shall be paid by the Association. The Star River Ranch Estates Design Review Committee shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the Star River Ranch Estates Design Review Committee from time to time and such fees shall be collected by the Association to help defray the expenses of the Star River Ranch Estates Design Review Committee's operation, including reasonable payment to each member of the Star River Ranch Estates Design Review Committee for their services as provided herein. The Star River Ranch Estates Design Review Committee fee may be increased in the event the Star River Ranch Estates Design Review Committee is reviewing maintenance, landscaping or remodeling Improvements to any Lot, and the Star River Ranch Estates Design Review Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Star River Ranch Estates Design Review Committee's performance of its duties and responsibilities under this Section.

5.5 Non-Liability of Star River Ranch Estates Design Review Committee Members. Approval by the Star River Ranch Estates Design Review Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board, or commission. Neither the Star River Ranch Estates Design Review Committee nor any of its members shall be responsible or liable to the Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of approval for any Improvements. Neither the Board, Star River Ranch Estates Design Review Committee, or any agent thereof nor Grantor or any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications

submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Star River Ranch Estates Design Review Committee shall be defended, indemnified, and held harmless by the Association in any such suit or proceeding which may arise by reason of the Star River Ranch Estates Design Review Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Star River Ranch Estates Design Review Committee to the extent any such member of the Star River Ranch Estates Design Review Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Star River Ranch Estates Design Review Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

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5.6 Variances. The Star River Ranch Estates Design Review Committee may authorize variances from compliance with any of the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, economic considerations, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least three (3) members of the Star River Ranch Estates Design Review Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Master Declaration, any Supplemental Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration, any Supplemental Declaration or the Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

5.7 Grantor's Exemption. Notwithstanding the preceding provisions of this Article 5, any and all Improvements constructed or owned by Grantor on or to the Property, including any Lot, are not subject to this Article 5 or the review and approval by the Star River Ranch Estates Design Review Committee.

ARTICLE 6
ASSESSMENTS

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6.1 Covenant to Pay Assessments. Except as provided in this Section 6.1, by acceptance of a deed to any Lot, each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Master Declaration, any Supplemental Declaration, or other applicable Project Document. Notwithstanding the preceding, or anything in this Declaration, the Articles, Bylaws, or other document to the contrary, the Grantor shall not be obligated to pay any Assessments and the Association shall not levy any Assessments against the Grantor until a final certificate of occupancy is issued on Grantor's Lot.

6.2 Assessment Constitutes Lien. 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 Lot against which each such Assessment or charge is made.

6.3 Assessment is Personal Obligation. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

6.4 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each Lot.

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

6.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay unpaid Grantor Loans and pay for all costs and expenses incurred by the Association, including legal and attorney's fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, Restricted Area and Maintenance Property, including all Improvements located on such areas owned and/or managed and maintained by the Association, and costs under the Levy Maintenance Agreement and the Shared Pressurized Irrigation System Agreement (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, Restricted Area and Maintenance Property, or other property of the Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Grantor Loans, Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties, and responsibilities of the Association, are collectively referred to herein as the "Expenses."

6.5.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than the earlier of sixty (60) days before the beginning of each fiscal year of the Association or January 1. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

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6.5.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual, or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually, or annually, at its discretion. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

6.5.3.1 An initial assessment set up fee of $250.00 shall be paid to the Association upon the acquisition of a Lot by any Owner after the date of this Master Declaration, aside from the Grantor or an assignee of Grantor rights or from Grantor to an affiliate. The assessment set up fee shall be paid from closing if the purchase is made through a title company. This fee shall (i) be paid by the purchaser, (ii) apply only to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not as a credit against the Regular Assessments owed by an Owner, and (iv) be applied towards the payment of Grantor Loans. On all subsequent transfers of Lots, at the closing of the acquisition the purchaser of the Lot shall pay the Association a transfer fee of $250.00

6.5.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total anticipated Expenses by 1.5 and then multiplying the product by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is $4,000 per year, per Lot, payable quarterly, every three (3) months in installments of $1,000.

6.6 Special Assessments.

6.6.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, Restricted Area or Maintenance Property, attorney's fees and/or litigation costs, other professional fees, or for any other reason,

the board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board of the Association shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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6.6.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

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

6.8 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period for the Association shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

6.9 Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually, or annually. The Assessment installment schedule shall be the same for all Association Members. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the date due as set forth in the written notice. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein and in accordance with applicable law. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

6.10 Estoppel Certificate. The Association, upon at least five (5) days prior written request, shall execute, acknowledge, and deliver to the Person making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in

default under the provisions of this Master Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Article 6 may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such Certificate may not extend to any default as to which the Person signing such certificate shall have had no actual knowledge.

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6.11 Reserved.

6.12 Grantor Loans. Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Lot or Property owned by Grantor until such time a certificate of occupancy is issued for a Lot. At Grantor's sole discretion, and having no obligation to do so, Grantor may make advances related to the formation, organization, operation, and administration of the Association, including without limitation advances for the payment of Expenses. Any such advances made by the Grantor shall be deemed loans by Grantor to the Association ("Grantor Loans"). Grantor Loans shall accrue interest at an agreed upon rate, but in no event less than the short-term Applicable Federal Rate. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis. The Association shall, no less than annually, apply no less than 67% of all collected Assessments towards the repayment of outstanding Grantor Loan(s). If the then outstanding balance of all Grantor Loans is less than 67% of the annually collected Assessments, the Association shall apply against the Grantor Loans that portion of Assessments needed to pay all outstanding Grantor Loan balances in full.

ARTICLE 7
ENFORCEMENT OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The Association has the right to collect and enforce its Assessments created hereby and pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Master Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Master Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

7.2 Assessment Liens.

7.2.1 Creation. There is hereby created a claim of lien on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Master Declaration together with interest thereon at the maximum rate permitted by law and all costs of

collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Master Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Canyon County Recorder's Office 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 notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

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7.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Canyon County Recorder's Office a claim of lien in accordance with applicable law. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice), a sufficient description of the Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

7.3 Method of Foreclosure. Such lien shall be foreclosed by appropriate action in court.

7.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a deed of trust or 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 Article 7, 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 Master Declaration.

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

ARTICLE 8
RIGHTS TO COMMON AREAS, RESTRICTED AREAS AND MAINTENANCE PROPERTY; DESIGNATION OF COMMON AREAS, RESTRICTED AREAS, AND MAINTENANCE PROPERTY

8.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area subject to the following provisions.

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8.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management, and operation of Improvements on the Common Area, including the right to levy and collect Special Assessments;

8.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, the Common Area by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

8.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Members entitled to vote has been recorded;

8.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

8.1.5 The right of the Grantor to declare that Common Areas may be used by the public or any other group of persons as established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Master Declaration or in any Supplemental Declaration (this includes, without limitation, the right of the Grantor to declare that the Common Areas may be used for the benefit of other properties in the vicinity of the Property as the same are developed by Grantor or Grantor's successors in interest); and

8.1.6 The Common Area cannot be mortgaged or conveyed without the approval of the Owners, excluding the Grantor, of at least two-thirds (2/3) of the total voting power in the Association as cast by the Class A Members. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

8.2 Designation of Common Area. Grantor shall designate and reserve Common Area in this Master Declaration and/or recorded Plats, deeds, or other instruments. The following are hereby designated as Common Area:

8.2.1 Lots 47, 49, 56, and 57 of Block 4 of Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-036326; and

8.2.2 The improved surface of pathways, as may exist from time to time within, Pathway Easements identified in Section 10.12 below.

8.3 Designation of Restricted Area. Grantor shall designate and reserve Restricted Area in the Master Declaration, any Supplemental Declarations and/or recorded Plats, deeds, or other instruments. Members/Owners shall not be entitled to use those areas established from time to time by Grantor on any portion of the Property as Restricted Area, unless expressly allowed by the Association or this Master Declaration or in any Supplemental Declaration. The following are hereby designated as Restricted Area:

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8.3.1.1 All areas within the Wetland Protection Boundaries, delineated on the Plat of Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021 as Instrument Number 2021- (sometimes referred to as "Wetland Restriction Areas")(In the event there is any discrepancy between the location of Wetland Protection Area Boundaries as reflected on the recorded Plat drawings and the Wetland Restricted Areas described in the notes to the Plat, the location of the Wetland Restricted Area reflected on the recorded Plat drawings shall control);

8.3.1.2 Notwithstanding anything contained in this Master Declaration to the contrary, all Restricted Areas designated in this Section 8.3 of this Master Declaration contain wetlands (referred to in this paragraph as "Wetland Restriction Area") regulated under federal law by the ACOE. The Grantor, any subsequent owners of the Property and the Association and its members shall not take any actions or make any alterations, including the construction of improvements, in the Wetland Restriction Area that would violate any federal or state laws, rules or regulations applicable to the regulation of the wetlands contained therein. Specifically, there shall be:

- No placement of structures or impervious surfaces in the Wetland Restriction Area;
- No excavation, grading or fill in the Wetland Restriction Area;
- No removal or thinning of vegetation is allowed with the Wetland Restriction Area except for removal of noxious weeds, removal for fire protection or removal of hazardous trees. These specific removals will be permitted in the Wetland Restriction Area without authorization from the ACOE;
- No creation of beaches within the Wetland Restriction Area;
- No expansion of areas of landscaping with nonnative species such as lawn or garden into the Wetland Restriction Area;
- No filling or dumping will occur in the Wetland Restriction Area;
- No placement of additional paths will occur in the Wetland Restriction Area; and
- No temporary storage of refuse, yard debris or other material will be allowed in the Wetland Restriction Area.

8.4 Designation of Maintenance Property. Grantor shall designate and reserve Maintenance Property in the Master Declaration, any Supplemental Declarations and/or recorded Plats, deeds, or other instruments. The following are hereby designated as Maintenance Property:

8.4.1 Any and all banks of the Boise River contiguous to Star River Ranch Estates

8.4.2 All Waterways within the Property;

8.4.3 The collective mailbox units;

8.4.4 All Landscaping and other Improvements located within public right of way for which the Association has responsibility to maintain as provided in this Master Declaration; and

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8.4.5 All landscaping installed by Grantor upon the Maintenance Property.

8.5 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public or a narrower class of users in its sole and absolute discretion, and such delegation to the general public may be for a fee set by Grantor or the Association.

8.6 Damages. Each Owner shall be fully liable for any damage to any Common Area, Restricted Area or Maintenance Property which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

8.7 Association's Responsibility. The Association shall maintain and keep the Common Area, Restricted Area and Maintenance Property in good repair, such maintenance to be funded as provided in this Master Declaration. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within the Common Area, Restricted Area, and Maintenance Property.

ARTICLE 9
GENERAL AND SPECIFIC RESTRICTIONS

9.1 Uses – Generally. All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to Star River Ranch Estates, provided such other appropriate uses are in compliance with the Project Documents. No Lot, other than Common Area Lots and the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Design Guidelines.

9.2 Improvements - Generally. All Improvements shall be designed, constructed, and used in such a manner as to promote compatibility between the types of uses contemplated by this Master Declaration. Specific design and construction guidelines are contained in the Design Guidelines. The Design Guidelines and the general instructions set forth in this Master Declaration shall govern the right of a Person or Owner, excluding the Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the property within Star River Ranch Estates, and to make or create any excavation or fill on any

Lot, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or over any Lot. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the Star River Ranch Estates Design Review Committee prior to their construction or reconstruction, as set forth in this Master Declaration. This Master Declaration is not intended to serve as authority for the Star River Ranch Estates Design Review Committee to control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. This Master Declaration is intended to serve as authority for the Star River Ranch Estates Design Review Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Lot, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this Master Declaration and in the Design Guidelines. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Design Guidelines governing such repair or reconstruction. No Lots, other than those owned by Grantor, shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Star River Ranch Estates Design Review Committee for a landscape plan.

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The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered, or maintained in violation of this Master Declaration and/or in a manner inconsistent with the plans approved by the Star River Ranch Estates Design Review Committee and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Master Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

9.3 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner, excluding Grantor, shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

9.4 Obligation to Complete Construction. With the exception of Grantor or the other Owners executing this Master Declaration, any Owner of a Lot shall, within a period of eighteen (18) months following the date of purchase of a Lot from Grantor, commence the construction of

a dwelling structure in compliance with the restrictions herein, and complete the construction within eighteen (18) months from the date construction commences. The term "commence the construction," as used in this Section 9.4, means the beginning and ongoing physical construction of the dwelling structure upon such Lot. In the event any Owner shall fail to comply with the construction requirements within the time allotted under this Section 9.4, the Association shall have the authority to impose an additional daily Assessment against the Owner of said Lot equal to $75.00 per day the noncompliance continues subject to applicable law. An assignment or transfer of a Lot by an Owner to another party shall not interrupt the foregoing time limitations. The Association shall have all lien and foreclosure rights described in Article 7 should Owner fail to comply with the provisions of this Section 9.4. An Owner shall be granted additional time to complete incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. During construction, the Owner shall take reasonable measures to minimize the impact of construction activity on neighboring Lots and the Property, including without limitation mud tracking onto the roads located within the subdivision, adjacent Lots, or other Property as a result of any construction activity. In the event an Owner violates the preceding sentence, the Association warns the Owner of its violation, and the Owner shall have forty-eight (48) hours to cure the violation. If Owner fails to cure within the allotted time, and for each subsequent violation by the Owner, the Association shall have the right to collect a sum equal to $500.00 from the Owner for each instance subject to applicable law. In lieu of the $500.00 fee, the Association may elect to cure any violation upon forty-eight hours advance notice to the Owner and collect from Owner a sum equal to the costs of curing the violation plus an administrative fee of $250.00 subject to limits in applicable law.

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9.5 Landscaping. The Star River Ranch Estates Design Review Committee shall adopt guidelines regulating landscaping permitted and required. No Owner, excluding Grantor, shall be permitted to install any landscaping on any Common Area, Restricted Area, or Maintenance Property without the prior written consent of the Board. Each Lot Owner shall be responsible to install, irrigate and maintain landscaping in that portion of public rights of way adjacent to such Lot that are not Maintenance Property and lie between the back of curb and the Lot. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

9.6 Mailboxes. All mailboxes or any mailbox or mailbox post or structures shall be at a central location to be owned and maintained by the Association as Maintenance Area. There

shall be no mailbox upon any individual Lot. Lost keys shall be replaced at the Lot owner's expense.

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9.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, Restricted Area, Maintenance Property or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Notwithstanding the foregoing, such home business or occupation shall not be deemed offensive or detrimental to the Property if it results in (i) no more than twelve vehicle trips per day to the home exclusively for business purposes; (ii) no more than two delivery vehicles per day to the home, in addition to U.S. Mail delivery vehicles and recognized overnight mail courier service delivery vehicles; (iii) no more than two vehicles parked in front of the home for business purposes at any time; or (iv) any non-material increase in noise or traffic prior to 8:00 AM or after 5:00 PM. 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 Star River Ranch Estates Design Review Committee), flashing lights or search lights, shall be located, used, or placed on the Property without the prior written approval of the Star River Ranch Estates Design Review Committee. 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, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Star River Ranch Estates Design Review Committee. 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.

9.8 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any Person or property.

9.9 Discharge of Firearms. There shall be no discharge of firearms on the Property for recreational purposes. Provided, however, the river bank and lands below the high-water mark are public lands and hunters and anglers have and will continue to have a right to fish, hunt and discharge firearms during legal hunting hours and otherwise in accordance with law.

9.10 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements or apply to Grantor's activities on property owned by Grantor.

9.11 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which would result in the cancellation of insurance on any portion of the Property owned or managed by the Association or which would be in violation of any law.

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9.12 Vehicles and Equipment.

9.12.1 The use of all vehicles and equipment, including, without limitation, trucks, automobiles, motorcycles, golf carts, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: 1) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; 2) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, golf carts, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or un-repaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Star River Ranch Estates Design Review Committee; 3) to the extent possible, garage doors shall remain closed at all times; 4) any golf carts operated on the Property shall be electric and no gas-powered golf carts shall be permitted; and 5) the use of any electric, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed between the hours of 8:00 a.m. and 8:00 p.m.

9.12.2 There shall be no on-street parking on Buena Vista Lane except as permitted in the Design Guidelines. All other on-street parking is permitted for occasional use but shall be limited to those specific areas where on-street parking is not expressly prohibited by any governmental or quasi-governmental agencies with responsibility therefore and/or by the Association as set forth in any of the Project Documents. Any on-street parking for a period in excess of one (1) week shall require the prior approval of the SRREDC. There shall be no on-street parking of trailers, boats, recreational vehicles, motor homes, buses, campers, or snowmobiles exceeding 24 hours and during the time allowed shall be for the sole purpose of loading and unloading as necessary for use or after use and there shall be no on-street parking of any unlicensed vehicles and/or trucks in excess of one (1) ton.

9.13 Animals/Pets. No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property. This section is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board, in its reasonable judgment, and are kept in compliance with the laws and ordinances of the applicable jurisdiction. Notwithstanding the foregoing, no Owner shall house more than three dogs on a Lot, and house no more than three cats on a Lot, subject to the limitation that the total number of dogs and cats in the aggregate housed on a Lot shall not exceed a total of four without the consent of DAS, in its sole and

absolute discretion. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs, and/or an Owner's failure to clean the excrement of such Owner's dogs or cats shall be considered a nuisance. Each dog or cat in the Property shall be leashed when such animal is off the premises of its owner.

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9.14 No Mobile Homes or Temporary Structures. No house trailer, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. "Temporarily" with respect to construction activity shall mean no longer than three (3) weeks without written approval by the Star River Ranch Estates Design Review Committee.

9.15 Drainage and Grading. Grantor has established initial grading specification in the Design Guidelines. In addition, portions of the Property are or were located within an established flood plain. Thus, each Owner shall consult a design/engineering professional prior to the construction of any Improvement upon a Lot or the alteration of the grade of any Lot to address any surface water drainage issues, any issues arising as a result of the groundwater table beneath the Property, provide soils compaction test results and to adhere to all design/engineering professional's recommended design and construction practices. In addition, all Owners must comply with the terms and conditions of this Master Declaration, the provisions of Section 3.7 including, without limitation, the terms, conditions and/or restrictions found in any individual Lot plat provided to Owner, and all applicable requirements of any federal, state, or local government or agency in regard to the alteration of the grading or drainage pattern on any portion of the Property.

9.15.1 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Association. For purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed, or that drainage which is shown or described on any plan or Plat. For purposes of this agreement.

9.15.2 Grading. The grading of any portion of the Property, or any modification, alteration or change to such grade, must be made in accordance with the Design Guidelines, applicable laws, rules, regulations, and ordinances and approved in writing by the Association. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, and by the Star River Ranch Estates Design Review Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided for herein.

9.16 Irrigation System. Each Owner is hereby required to connect its Lot(s) to the Shared System (at the stub closest to such Owner's Lot or as directed by Grantor) upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with this Master Declaration and all other applicable standards. By accepting a deed to a Lot, each Owner acknowledges and agrees to pay

for the Shared System as set forth in the Shared Pressurized Irrigation System Agreement whether or not such Owner actually uses such water.

9.17 Other Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction, and designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Association.

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9.18 Water Rights Appurtenant to Subdivision Lands. Grantor or its affiliates own certain water rights which are appurtenant to the Property, and which may be utilized in the Shared System which will supply non-potable irrigation water to the Property. Grantor and its affiliates hereby reserve unto themselves any and all water rights appurtenant to the Property, and accordingly, Owners of any and all Lots shall have no right, title, or interest in any of said water or water rights. The Grantor or its affiliates shall transfer to the Association sufficient water rights limited to the water rights owned by Grantor in an amount set forth per separate agreement by and between Grantor and the Association to enable the Association to operate the Shared System.

9.19 Energy Devices, Outside. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Star River Ranch Estates Design Review Committee, except for mechanical equipment shown in the plans approved by the Star River Ranch Estates Design Review Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

9.20 Signs. No signs of any kind, including, without limitation, "for sale" and "open house" signs, shall be displayed on or from any portion of the Property except those signs approved by the Star River Ranch Estates Design Review Committee, or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law.

9.21 Antennae. Subject to applicable law, all exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Star River Ranch Estates Design Review Committee approval for construction of residential Improvements on the Owner's Lot.

9.22 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, for so long as Grantor owns a Lot in the Property, and then by the Board of the Association. Any such further subdivision shall be consistent with all applicable city, county and state laws, rules, regulations, and ordinances.

9.23 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material, and color thereof,

have been approved in writing by the Star River Ranch Estates Design Review Committee prior to the construction or installation. All fences and walls shall be subject to the following restrictions:

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9.23.1 The Star River Ranch Estates community shall preserve the open and expansive appearance of the community, discouraging the use of fences. However, where fences are desired only four-foot ornamental iron, matching the existing ornamental iron fencing shall be permitted. Fences immediately surrounding a pool or spa shall comply with this provision with the exception that the height may be increased to comply with local building codes for fencing surrounding pools.

9.23.2 All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located, and all damaged fencing and walls shall be repaired or replaced to original design, materials, and color within a reasonable time after said damage occurs.

9.23.3 No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration, any Supplemental Declaration or shown on any recorded Plat.

9.24 Leasing. Pursuant to Idaho Code Section 55-115(3), no Building Lot or Improvement constructed on a Building Lot shall be leased or licensed (or subleased or sublicensed), except for bona fide leases with a term of greater than three months wherein the rent charged is commensurate with the time period covered by the lease, and at the inception of such lease or license, the lessee or licensee (or sublessee or sublicensee) intends to physically occupy the Improvements for a period of greater than three months. Use of any Improvement on a Building Lot for short term rentals such as Airbnb or VRBO are strictly prohibited. Except as set forth above, the Owner of a Lot shall have the right to lease such Lot and residential dwelling thereon, subject to the following conditions: 1) all leases shall be in writing and a copy shall be provided to the Association; 2) the lease shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the Lease; and 3) the Owner shall be liable for any violation of the Project Documents committed by the tenants of the Owner, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant. In all events, a tenant shall not be considered a Member or otherwise eligible to vote in the Association.

9.25 Reserved.

9.26 Waterways and Restricted Areas. No Owner shall be permitted to clear any vegetation from any area designated as Restricted Area. All maintenance within the Restricted Area shall be completed by the Association subject to Article IX.

9.27 Grantor's Right of Development. Nothing contained in this Master Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property or Star River Ranch

Estates. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations, and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Star River Ranch Estates Design Review Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Canyon County Recorder's Office in accordance with Section 3.17 of this Declaration.

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Grantor, in Grantor's discretion and in accordance with all applicable zoning laws (as maybe amended and subjected to variances), may amend, and modify the Development Plan. By acceptance of a deed to any portion of the Property, each Owner of such Lot thereby acknowledges and agrees the Development Plan for the Property may be amended, modified, or changed in Grantor's discretion, so long as the Development Plan is consistent with the zoning laws (as maybe amended and subjected to variances). Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property, Star River Ranch Estates or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

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

9.28 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including, without limitation, any and all portions of the Property subject to regulation by the ACOE Restricted Areas. No Owner shall be permitted to fill, dig, dredge, or otherwise interfere with any areas designated as Restricted Area.

ARTICLE 10
EASEMENTS – GENERAL AND SPECIFIC

10.1 Owners: Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Master Declaration, as supplemented and amended from time to time.

10.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area to such Owner's tenants, employees, family, guests or invitees in accordance with any rules governing the same.

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10.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements or other matters of record or of use.

10.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment no greater than one foot in width as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwilful placement or settling or shifting of fences, Easements of encroachment shall be valid only so long as such fences as exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of fences; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a fence on any Lot is destroyed or rebuilt, the Owners of each Lot agree that the fence may be reconstructed pursuant to the easement granted by this Section.

10.5 Maintenance and Use Easement Between Walls and Property. Whenever a fence is constructed on a Lot pursuant to the Star River Ranch Estates Design Review Committee's approval, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such fence or other structure provided the Owner conducting the maintenance or repair shall restore all landscaping to the condition that existed prior to the maintenance or repair,

10.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services to the extent permitted by this Master Declaration and Common Areas resulting from the normal use of adjoining Lots, Common Areas or Restricted Area, and for necessary maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners.

10.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property or Star River Ranch Estates. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property or Star River Ranch Estates, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property or Star River Ranch Estates until close of escrow for the sale of the last Lot in the Property or Star River Ranch Estates, whichever occurs later.

10.8 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

10.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

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10.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

10.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of the Association which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Master Declaration for Limited Assessments.

10.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, and agents, to enter those portions of Lots designated as Common Areas, Maintenance Property or Restricted Area for the purpose of installing, maintaining, replacing, and restoring exterior landscaping and natural vegetation and habitat and performing its duties pursuant to this Master Declaration. Such landscaping activities shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities as the Association shall determine to be necessary from time to time. An easement is also hereby reserved to the Association, its contractors, and agents, to enter all other portions of the Lots for the purposes set forth in this section in the event the Owner of any such Lot fails to maintain the landscaping on such Lot in accordance with the terms of this Master Declaration.

10.11 Maintenance Easement. An easement is hereby reserved to Grantor, which may be granted to the Association, and any member of their board or manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including without limitation the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Lot as required by the Project Documents.

10.12 Pathway Easement. A twenty-foot-wide easement is hereby reserved over the Pathway Easement shown on the Plat showing Star River Ranch Estates Subdivision No. 2 in favor of the Association for the maintenance, construction, and repair of pathways. An easement is hereby reserved for all Owners of Lots and designees of Grantor for pedestrian and non-motorized vehicles (as may be regulated by the Associations) over the improved surface of the pathway, as the same may exist from time to time. The Grantor reserves the right to initially

landscape the area within the Pathway Easement that is located between the street curb and the detached sidewalk but shall not be obligated to do so.

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10.13 Sewer Easement. Lots 50 and 57, Block 4, of the Plat showing Star River Ranch Estates Subdivision No. 2 are subject to a sewer easement in favor of Star Sewer and Water District. Star Sewer and Water District, in the exercise of its rights under such easement, may remove any Improvements installed by an Owner or Grantor on such Lots. The Association will be responsible for the repair or replacement of such Improvements but the cost and expense of such repair and replacement shall be assessed as a Limited Assessment against the Owners of those Lots having a right to use the Lot upon which the repairs were made.

10.14 Reserved.

10.15 Blanket Easements. Lot 47, Block 4; of the Plat showing Star River Ranch Estates Subdivision No. 2 is subject to a blanket irrigation easement. Lot 56, Block 4; of the Plat showing Star River Ranch Estates Subdivision No. 2 is subject to a public utility and access easement in favor of Lots 50-57 of Block 4 the Plat showing Star River Ranch Estates Subdivision No. 2. .

10.16 Grantor's Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests, or invitees.

10.17 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Master Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 10, even though no specific reference to such easements or to this Article 10 appears in the instrument for such conveyance.

10.18 Waterway Easements. Grantor hereby reserves an easement for to maintain Waterways and related pipes, pumps, and other equipment over, across, under and through all Lots, Common Areas, Maintenance Areas, and Restricted Areas to the extent reasonably required to maintain any Waterways, or the Restricted Area system installed on the Property, or pursuant to plans and specifications approved by the Star River Ranch Estates Design Review Committee. The Association shall have the obligation to maintain all Waterways not otherwise maintained by a governmental or quasi-governmental authority. In addition, the Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable governmental or quasi-governmental authority for all such maintenance conducted by the Association. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any such system which it determines, in its discretion, to be necessary, expedient, or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or

endanger the foundation of any building. Under no circumstances whatsoever shall the Restricted Area or Waterways, be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes including, without limitation, wading and/or swimming, except as otherwise specifically provided in this Master Declaration.

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10.19 Reservation for Expansion. Grantor hereby reserves to itself and for the Owners a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress, and egress, and for use of the Common Area. The location of these easements and rights-of-way must be approved and may be documented by Grantor by recorded instruments.

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

ARTICLE 11
INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of the Association shall prescribe. No Member or any other Person, excluding Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

11.2 Rules Regarding Inspection of Books and Records. The Board of the Association shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 11.

11.3 Director's Rights of Inspection. Every director of the Board of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 12 MISCELLANEOUS

12.1 Annexation of Other Properties.

12.1.1 Right of Grantor to Annex Other Properties. Grantor may, in their discretion, at any time and from time to time and without having to obtain the consent, approval or signature of any Person or Association (other than the title holder of such additional real property), elect to bring additional real property in Phases (whether or not owned by it and whether or not adjacent to the property described on Exhibit A) within the jurisdiction of this Master Declaration (the "Annexed Property. Grantor is not obligated in any manner by this

Master Declaration to annex any property to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property to be included within the jurisdiction of this Master Declaration without the prior express written consent and approval of Grantor

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12.1.2 Supplemental Declaration. The additions authorized by the provisions of this Article shall be made by recording in the Canyon County Recorder's office a Supplemental Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Master Declaration to the property to be so annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Grantor. In addition, each Supplemental Declaration may modify, alter, limit, or supplement the rights, and obligations applicable to any Lots within the Annexed Property. Upon recording any Supplemental Declaration, the provisions of this Master Declaration (except as modified, altered, limited, or supplemented in the Supplemental Declaration) shall apply to such Annexed Property as if such Annexed Property had been part of the Property upon the effective date of this Master Declaration.

12.2 Removal of Properties; Right of Grantor to Remove Properties. Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or Association, elect to remove any portion of the property described on Exhibit A and owned by Grantor from the potential jurisdiction of this Master Declaration (hereinafter "De-Annexed Property"); provided however, that the removal of any De-Annexed Property must be consistent with the general purposes and intent of the Project Documents. Such property shall be considered De-Annexed Property upon a notice duly recorded in the real property records of Canyon County, Idaho, stating that such De-Annexed Property has been removed from the jurisdiction or potential jurisdiction of this Master Declaration.

12.3 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Master Declaration shall run until December 31, 2075, unless amended as herein provided. After December 31, 2075, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Canyon County Recorder's Office.

12.4 Amendment.

12.4.1 By Owners. Except as provided in Sections 12.4.1 and 12.4.3, after the recordation of the first deed to a Lot to a Class A Member, any amendment to any provision of this Master Declaration, other than to this Article 12, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than fifty one percent (51%) of the total voting power in the Association as cast by the Members, except where a greater percentage is required by express provision in this Master Declaration, and such amendment shall be effective upon its recordation with the Canyon

County Recorder's Office. In the event of a tie, DAS shall be entitled to an additional vote. Any amendment to this Article 12 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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12.4.2 Effect of Amendment. Any amendment of this Master Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

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

12.6 Notices. Any notices permitted or required to be delivered as provided in this Master Declaration shall be in writing and may be delivered either personally, by fax, by email or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Canyon County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.7 Enforcement and Non-Waiver.

12.7.1 Right of Enforcement. Except as otherwise provided herein, any Owner, Association or Grantor shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

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

12.7.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any property within the Property is hereby declared to be a violation of this Master Declaration and subject to any or all of the enforcement procedures set forth in this Master Declaration and any or all enforcement procedures in law and equity.

12.7.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.7.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.8 Use of Trademark. Each Owner by acceptance of a deed for such Owner's Lot shall be deemed to acknowledge that "Star River Ranch Estates" is a service mark of Grantor or its licensees, and to covenant that such Owner shall not use the name "Star River Ranch Estates" without the prior written permission of Grantor or its licensees.

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12.9 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Master Declaration shall be construed and governed under the laws of the State of Idaho.

12.9.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Master Declaration.

12.9.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.9.1, each of the provisions of this Master 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.

12.9.3 Singular Includes Plural. 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.

12.9.4 Captions. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

12.10 Successors and Assigns. All references herein to Grantor, Owners, Members, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

12.11 Owners' Acknowledgments. The following acknowledgments identify additional information currently known by Grantor about Star River Ranch Estates that each Owner should consider when purchasing a Lot in the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.11.1 Pressurized Irrigation System. Each Owner understands that non-potable water supplied to the Property, including irrigation of the Common Area and Lots, will be supplied by a Shared System governed by the Shared Pressurized Irrigation System Agreement. The Association may further promulgate rules and regulations, including water use schedules, controlling the allocation, distribution, and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations. In addition, each Owner acknowledges and agrees that it is the obligation of each such Owner to determine the amount of water needed to irrigate each such Owner's Lot, and to ensure that the grading and drainage pattern established on such Lot is adequate to drain irrigation water away from the residential

dwelling Improvements located on such Lot. Each Owner further acknowledges that irrigation water may not be available at all times during the irrigation season and that the availability of irrigation water is subject to annual snowfall therefore, there is no guarantee expressed or implied as to the adequacy of irrigation water supply.

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Water from the pressure irrigation system is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants. Surface water can also contain agricultural chemicals that can be hazardous to health. Drinking the water from the pressure irrigation system will likely result in sickness, and in some cases, death, or permanent disability.

It is each Owner's responsibility to ensure that all irrigation water faucets and risers are adequately marked and/or identified for each such Owner's safety. It is also each Owner's responsibility to ensure that no cross-connections between the pressure irrigation system and the potable water system are made or were made by previous Owners.

12.11.2 Irrigation System Assessments. Each Owner agrees to pay when due all Assessments levied by the Association for maintenance, repair, and replacement of the Shared System pursuant to the Shared Pressurized Irrigation Systems Agreement and any and all Assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules;

12.11.3 No Water Rights Transferred with Lot. Owner acknowledges that the Grantor has reserved unto itself any and all water rights appurtenant to the Property and, accordingly, Owners have no right, title, or interest in any of such water or water rights. The Grantor shall transfer to the Association sufficient water rights limited to the water rights owned by Grantor to enable the Association to operate the Irrigation System as set forth in Section 9.16;

12.11.4 Phased Development. Owner acknowledges that the development of the Property may be phased over time and construction activities will be present on the Property throughout the development process. Owner recognizes that the development of the Property and creation of phases may change from time to time in Grantor's discretion, and no Owner shall object to, interfere with, or otherwise impede the development of any remaining portion of the Property, any contiguous property owned or being developed by Grantor, or any additional property annexed to the Property and that this acknowledgment and agreement is a material consideration to Grantor;

12.11.5 Restricted Areas and ACOE. Certain areas within the Restricted Area are subject to regulation of the ACOE as Wetlands. No Owner shall be permitted to fill, dig, dredge, or otherwise interfere with any such Wetlands area. Owner further acknowledges that any use of such Wetlands areas is subject to the restrictions set forth in Article IX.

12.11.6 Flood Plain. Each Owner acknowledges and understands that certain portions of Lots within the Property fall within the one hundred (100) year flood plain. Grantor anticipates that through filling, grading and construction, the affected Lots have been, or will be, partially or fully removed from the flood plain as such flood plain is currently delineated by existing laws, rules, regulations, or ordinances. Each Owner further acknowledges that changes

to the riverbed and banks of the river as a result of development along the river may result in a change of designation as to whether the Property or portions thereof fall within the flood plain. Each Owner purchasing a Lot within the Property should conduct such independent investigations and inquiries as such Owner deems appropriate to be aware of any and all issues associated with building in or near a flood plain area, including without limitation the necessity of purchasing flood insurance at the time of purchase or sometime in the future;

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12.11.7 Wildlife. Each Owner acknowledges and understands that the Property may contain wildlife habitats and there is a likelihood that wildlife will be found within the Property and on the Lots from time to time. Each Owner is responsible for any landscaping planted on such Owner's Lot and neither Grantor nor the Association shall be obligated to replace any landscaping damaged by wildlife. Each Owner may obtain a list of plants that can provide cover and forage for wildlife and also those that wildlife will not eat from the Idaho Department of Fish and Game.

12.11.8 Due Diligence; Acceptance of Lots "As Is." Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about Star River Ranch Estates or any Lot within the Property. Each prospective Owner must conduct a full and complete due diligence of Star River Ranch Estates and any Lot therein to such prospective Owner's satisfaction. Unless specifically set forth in a written agreement signed by Owner and Grantor, Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes the Lot(s) "As Is, Where Is."

12.11.9 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental or municipal organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Project.

ARTICLE 13

ADDITIONAL LICENSED PROPERTY AS COMMON AREA

13.1 Use of Lake Parcel by Owners of Lots in Star River Ranch Estates. The Association has entered into a license agreement (the License Agreement) for the use of certain property more particularly described on Exhibit D (the "Lake Parcel") as Common Area subject to the terms of the License Agreement. The Lake Parcel shall be used in common with the Owners of the Lots in the Property and by such other owners as permitted in the License Agreement or otherwise permitted by the owner of the Lake Parcel. The Association shall pay for all costs associated with the Lake Parcel under the License Agreement, and each Owner shall pay the Association the portion of such costs in accordance with the License Agreement. In the event of a conflict between the provisions of the Master Declaration and the License Agreement,

the License Agreement shall control. A copy of the License Agreement will be provided to all Owners of Lots in the Property, and each Owner shall be bound by the terms contained therein.

13.2. No Use of Lake Parcel or other Common Areas in Star River Ranch Estates by Owners of Lots in Star River Ranch. No portion of this Master Declaration or the License Agreement, or other agreement, grants the Owners of Lots in Star River Ranch the right to utilize the Common Areas in Star River Ranch Estates and/or the Lake Parcel except for Lots 45 and 46 of Block 4 Plat of Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-036326, which have rights to utilized portions of the same pursuant to separate License Agreements between the owners of those Lots and the Association.

This document provided courtesy of TitleOne

[end of text]

IN WITNESS WHEREOF, the undersigned has duly executed this Master Declaration this 19th day of January 2023.

This document provided courtesy of TitleOne

GRANTOR:

DAS Investments, LLC, an Idaho limited liability company

By: _____
Timothy W. Eck, Manager

State of Idaho)
) ss.
County of)

On this 19th day of January, in the year of 2023, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the manager of DAS Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

BRAELYNN REYNOLDS
COMMISSION #20190372
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/25/2025

_____
Notary Public for Idaho
Residing at Canyon
My Commission expires 02/25/2025

GRANTOR: Timothy Eck as Trustee of Eck Children's Trust A

This document provided courtesy of TitleOne

By: _____
Timothy W. Eck, Trustee

State of Idaho)
) ss.
County of)

On this 19th day of January, in the year of 2023, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the trustee of Eck Children's Trust A, the trustee that executed the instrument or the person who executed the instrument as trustee of the trust, and acknowledged to me that such his signature was as trustee, for Eck Children's Trust A.

Braelynn Reynolds
Notary Public for Idaho
Residing at Canyon
My Commission expires
02/25/2025

BRAELYNN REYNOLDS
COMMISSION #20190372
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/25/2025

GRANTOR: Timothy Eck as Trustee of Eck Children's Trust B

This document provided courtesy of TitleOne

By: _____
Timothy W. Eck, Trustee

State of Idaho)
) ss.
County of)

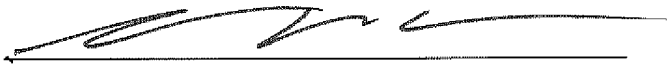
On this 19th day of January, in the year of 2023, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the trustee of Eck Children's Trust B, the trustee that executed the instrument or the person who executed the instrument as trustee of the trust, and acknowledged to me that such his signature was aa trustee, for Eck Children's Trust B.

Braelynn Reynolds
Notary Public for Idaho
Residing at Canyon
My Commission expires 02/25/2025

BRAELYNN REYNOLDS
COMMISSION #20190372
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/25/2025

GRANTOR:

Timothy W. Eck



This document provided courtesy of TitleOne

STATE OF IDAHO)

) ss.

County of Ada)

On this 19th day of January, 2023, before me, Braelynn Reynolds, a Notary Public in and for said state, personally appeared Timothy W. Eck, known or identified to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they 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.

Braelynn Reynolds
Notary Public for Idaho

Residing at Canyon

My commission expires 02/25/2025

BRAELYNN REYNOLDS
COMMISSION #20190372
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/25/2025

GRANTOR:

Yvonne S. Eck

This document provided courtesy of TitleOne

STATE OF IDAHO)

) ss.

County of Ada)

On this 19th day of January, 2023, before me, Braelynn Reynolds, a Notary Public in and for said state, personally appeared Yvonne S. Eck, known or identified to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they 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.

BraelynnReynolds

Notary Public for Idaho

Residing at Canyon

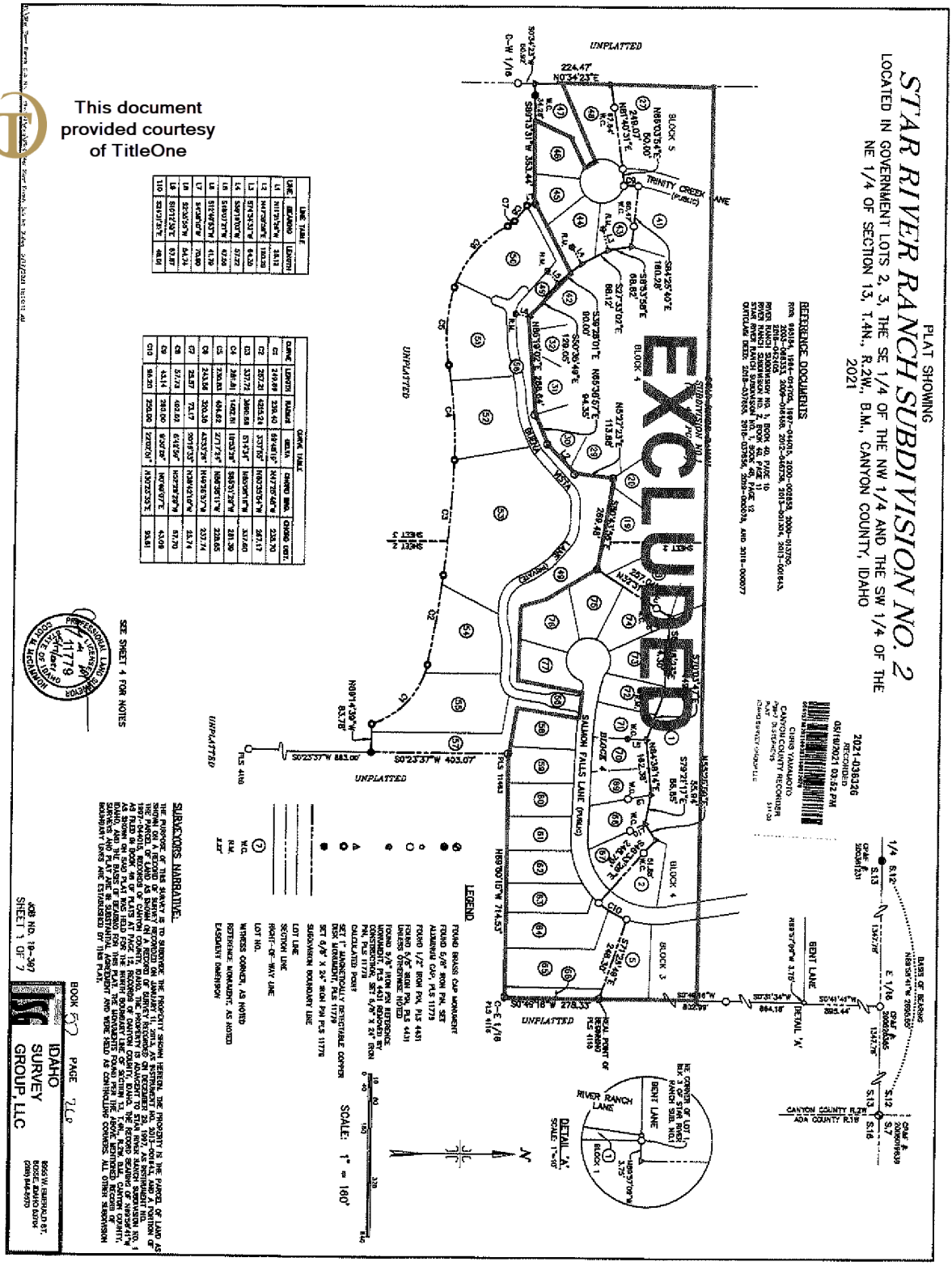
My commission expires 02/25/2025

BRAELYNN REYNOLDS
COMMISSION #20190372
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/25/2025

EXHIBIT A

This document provided courtesy of TitleOne

Lots 47, 49, 50, 51, 52, 53, 54, 55, 56, and 57 of Block 4 Plat of Star River Ranch Subdivision No. 3 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-036326



This document provided courtesy of TitleOne

EXHIBIT A

EXHIBIT B

Attach Pressure Irrigation Operation and Maintenance Manual
B-1 (low pressure) & B-2 (high pressure)

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of TitleOne

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provided courtesy
of TitleOne

PRECISION
PUMPING SYSTEMS
6515 Business Way
Boise, ID 83716
208-323-5300

VARIABLE SPEED PUMP STATION

OPERATION GUIDE

Water Feature

With

Prizm 230 HIO

Series Controller

REVISION DATE: 12/17/2007-red

Table of Contents

TOPIC

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Introduction.....2
Overview.....3
Pump Station Setup Parameters.....3
Theory of Operation.....4
Control Panel Components – Hardware description.....5
Pump Skid Components – Hardware description.....6
Front Panel – Operators & Indicators description.....7

SYSTEM SETUP FEATURES

HMI operator user interface – operation & use.....9
HMI Display unit functions & parameters.....10

NORMAL USE OPERATION & PROCEDURES

Mainline fill.....15
Automatic use.....16
System Shutdown.....16

WINTERIZATION

Procedures.....16

SYSTEM STARTUP (SPRING CHECKUP)

Procedures.....17

TROUBLESHOOTING AND HARDWARE DIAGNOSTICS

Correcting faults.....18

APPENDIX

Pump Station Drawing.....A
Motor Controller wiring schematics.....B

This document will provide basic operating instructions for operating and using a pumping station equipped with a variable frequency drive (VFD). Detailed VFD programming information and other technical data can be found in the various ABB ACS publications provided with the O & M manuals.

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The major components of this VFD pump station are as follows:

QUANTITY	DESCRIPTION	REFERRED TO IN THIS DOCUMENT AS:
1	Pump Motor Controller Panel	MCP-Motor Control Panel
1	15 HP Vertical Turbine	Recirculation Pump
1	___ HP Submersible Pump (future)	CW Pump (future)
1	___ HP Submersible Pump (future)	Pond Pump (future)
1	Programmable Logic Controller	PLC
1	Human Machine Interface Controller (touch screen display unit)	HMI unit

Illustrations of the electrical enclosure & pumping skid are for <u>reference only</u> and may not reflect the actual product.

This document provided courtesy of TitleOne

The Pump Station automation control is accomplished through the Motor Control Panel. The System's operation is automatically controlled by starting & stopping the operation of the motor and pumps based on a timed schedule, which is performed by the PLC controller. All other vital functions, such as Low Water, Low Pressure, Fault Logging, etc are also performed by the PLC controller.

Pump Station Setup Parameters

The default parameters for the Prizm PLC controller & touch screen display unit are pre-programmed by PPS at the factory and are user-adjustable. It may become necessarily to change some of the values from their defaults to optimize the system for better performance in the field during initial startup. Some changes made to certain parameters may require cycling power to the PLC unit. The most common used parameter selected is the Time & Date Off/On scheduling. All other parameters should be carefully considered. Consult PPS if you have any questions on changing other parameters.



Parameters that are entered into the PLC logic controllers are protected and stored in non-volatile memory. However, the unit does contain a time clock, and it may become necessary to set the date and time during the spring start up after the unit has been powered off for the winter seasons or for long periods of time due to the backup NI-CAD battery going dead. In any event that the program or system parameters may become lost, altered or modified accidentally or intentionally, it is recommended that a qualified technician from Precision Pumping Systems be consulted to replace or restore them.

Clock-start operation is the only type of operation for this pumping system application. The application method is described below.

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CLOCK-START:

During initial startup, the main line system is usually filled manually with water until the entire system is fully utilized & full of water. When the operator on the motor control panel is switched into the '**AUTO**' position & the '**SET PUMP TIMES**' **1 / 2** parameter settings in the touch screen unit have the correct start/stop times (with the correct days enabled), the pump will engage & start to pump water



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down when a crisis, such as low water, or low pressure shall occur.



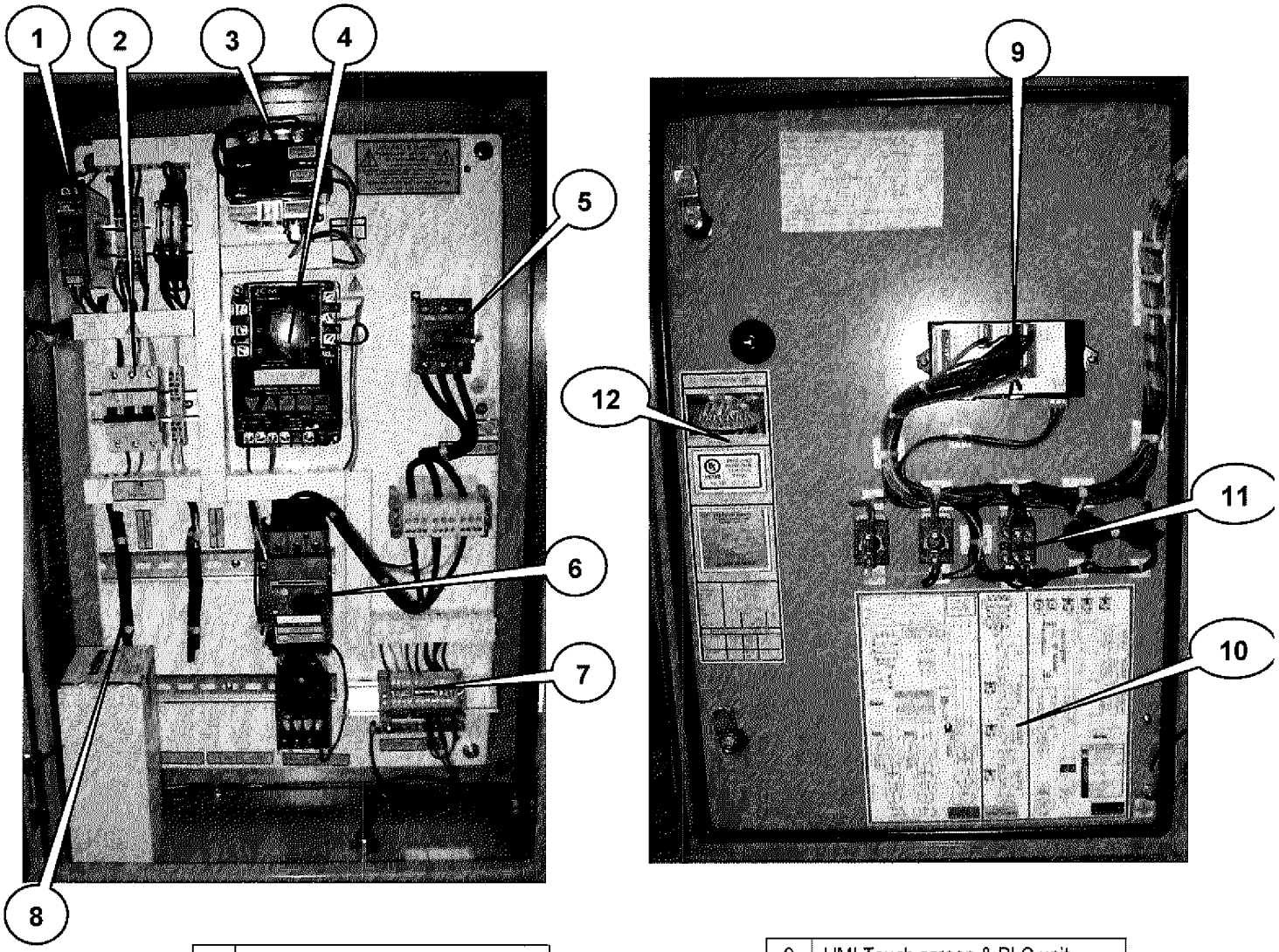
Damage to the centrifugal pumps and/or motor will occur if the system is left unattended in the 'HAND' mode and the system runs out of water or is running dry. The pumps should not be running when dry under any circumstance. If this occurs, there will be damage to the water sealed bearings & other components, and such occurrences are NOT covered under PPS warranty.

This section describes the construction of the motor control panel and explains type code information in short. Please note that the photos displayed below may not reflect your actual product.

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Overview

The motor control panel is a skid standing enclosure for controlling various aspects of the pumping station.



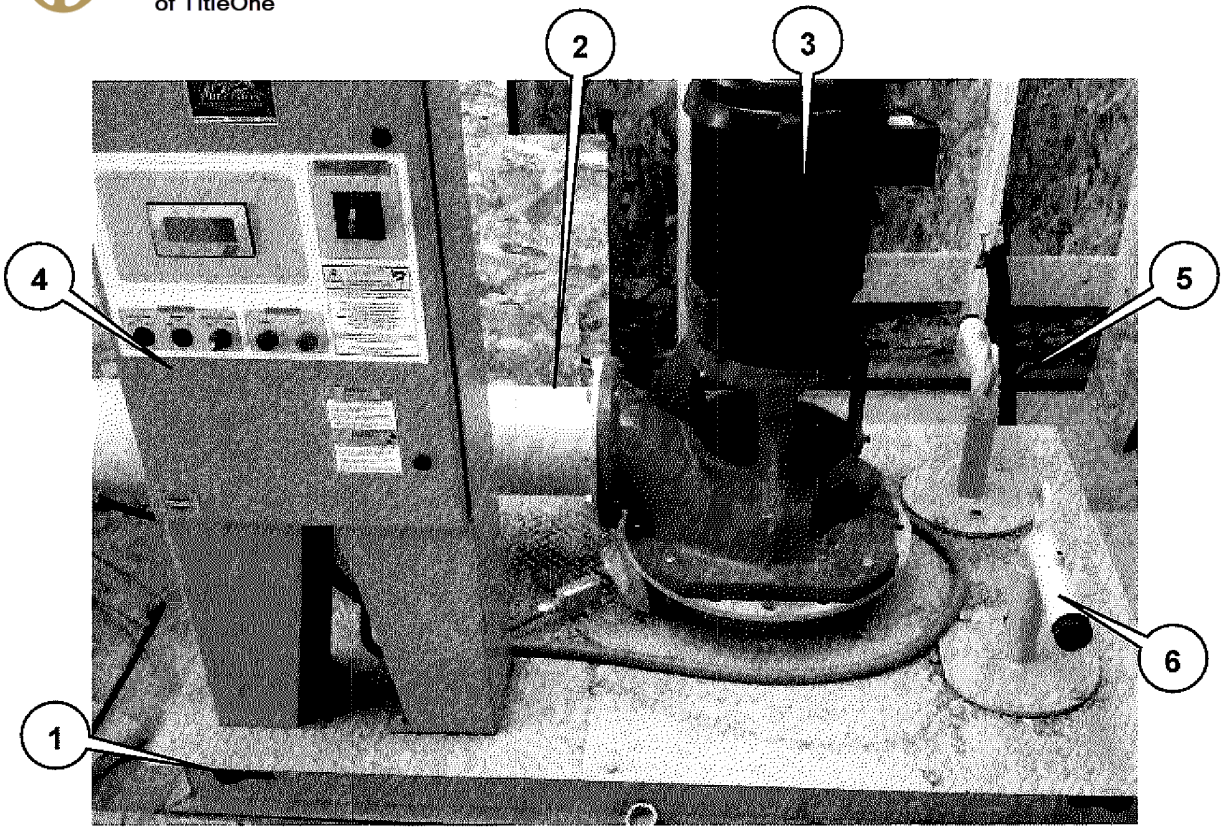
1	24VDC Power Supply
2	System Circuit Breakers
3	120/24VAC Transformer
4	Voltage Monitor
5	System Disconnect Switch
6	Recirc Pump Breaker/Starter
7	External Field Control Terminals
8	Future CW/Pond Pump control wiring

9	HMI Touch screen & PLC unit
10	Control Panel Schematics
11	Front Panel Operators & Lamps
12	PPS Specifications nameplate
13	

Overview

The pump skid is factory fabricated steel construction assembly with various components for controlling various aspects of the pumping station.

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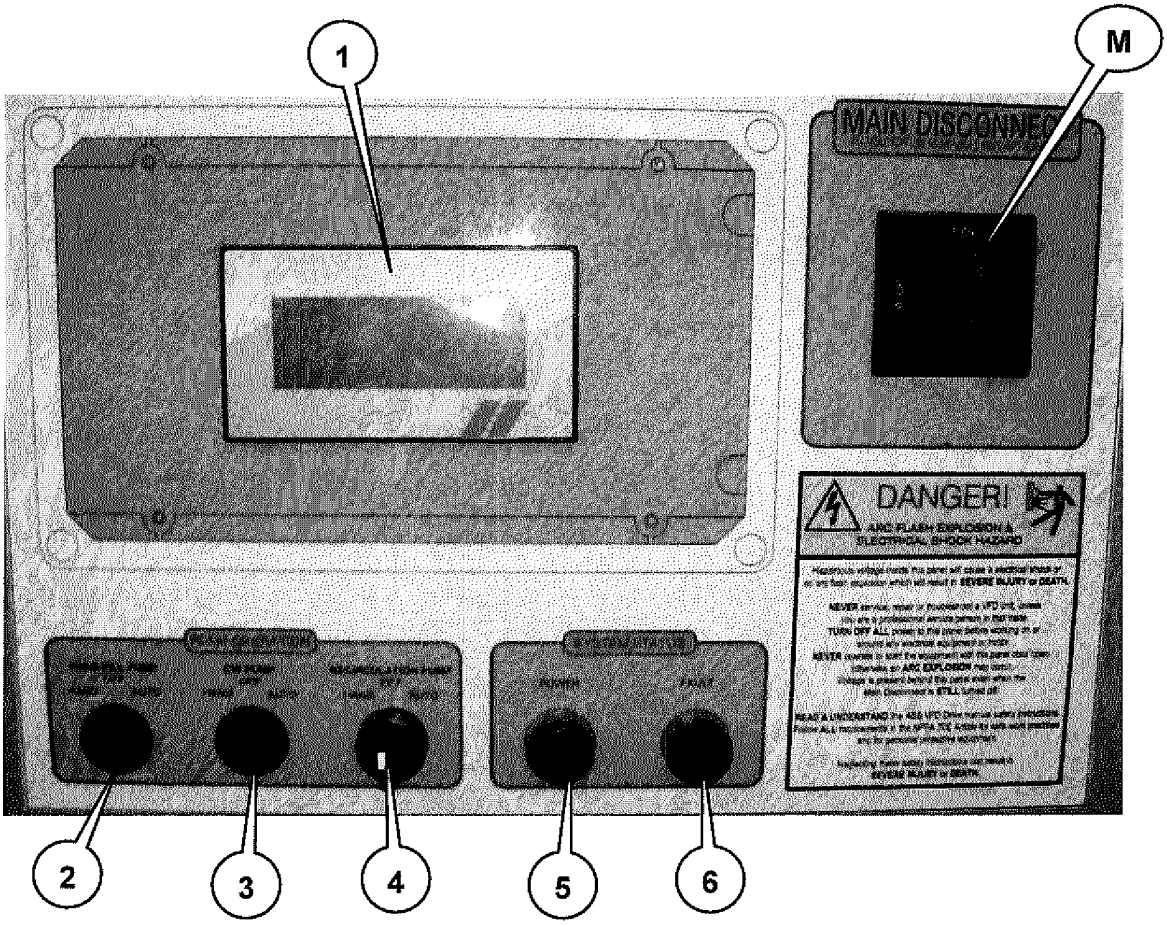
1	Powder Coated Skid
2	Pump discharge piping
3	Recirc Vertical Turbine Pump
4	Pump Motor Controller Panel
5	CW Pump Discharge (Future)
6	Pond Pump Discharge (Future)
7	

Overview

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The operator template is standard on the Titan & VFLOW series pumping stations. The PRIZM controller package is equipped with operators & devices for controlling various aspects of the control panel & pump station. A detailed explanation is on the next page.

NOTE! Some illustrations may not reflect your actual product and are either optional equipment or not part of your system.



M	Panel Power & Main Disconnect Switch
1	Monochrome HMI touch screen unit
2	Pond Pump HOA Operator (Future)
3	CW Pump HOA Operator (Future)
4	Recirc Pump HOA Operator
5	System Power Indicator Lamp
6	System Fault / Trip Indicator lamp

This section explains the functionality and the controlling of the pumping station from the previous page in more detailed description.

This document provided courtesy of TitleOne

Item	Description	Function
M	Main Disconnect	Disconnects power to panel.
1	HMI User Interface touchscreen	Please see operation instructions on the following page
2	Pond Pump Operation – HOA (Future)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
3	CW Pump Operation – HOA (Future)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
4	Recirculation Pump Operation – HOA	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
5	System Normal Lamp	Indicates that the power to the system is operational & energized.
6	System Fail Lamp	Indicates that the pump station has shut-down, or experienced a fault. * Refer to fault log on keypad



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.

Damage to the pumps and/or motor will occur if the system is left unattended and the system runs out of water. Such occurrences that happen are not covered by the PPS warranty.

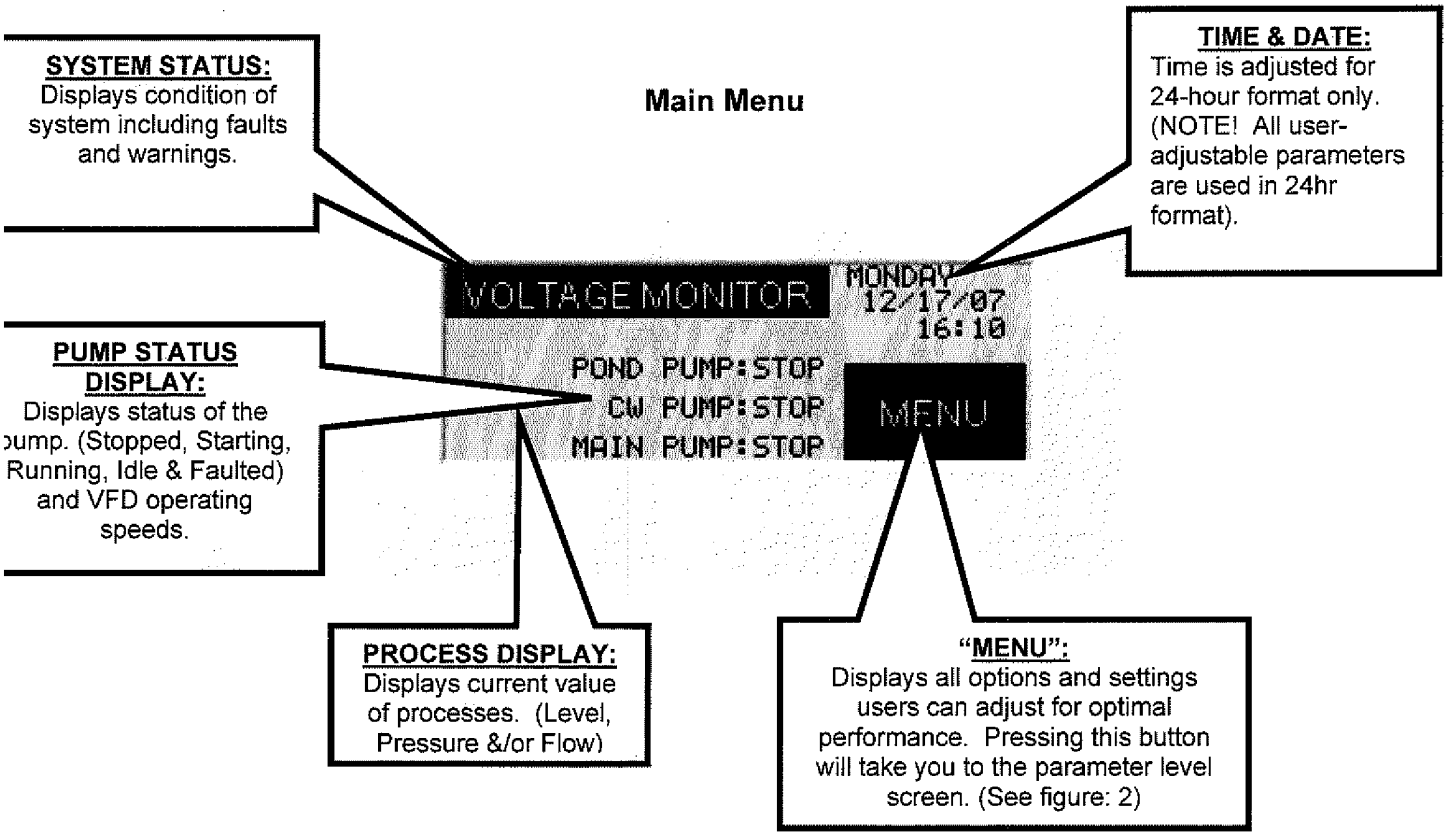
Overview

This section describes the HMI control panel buttons, display indicators, & display fields. It also instructs in using the HMI control panel in control, monitoring and changing the settings when required.

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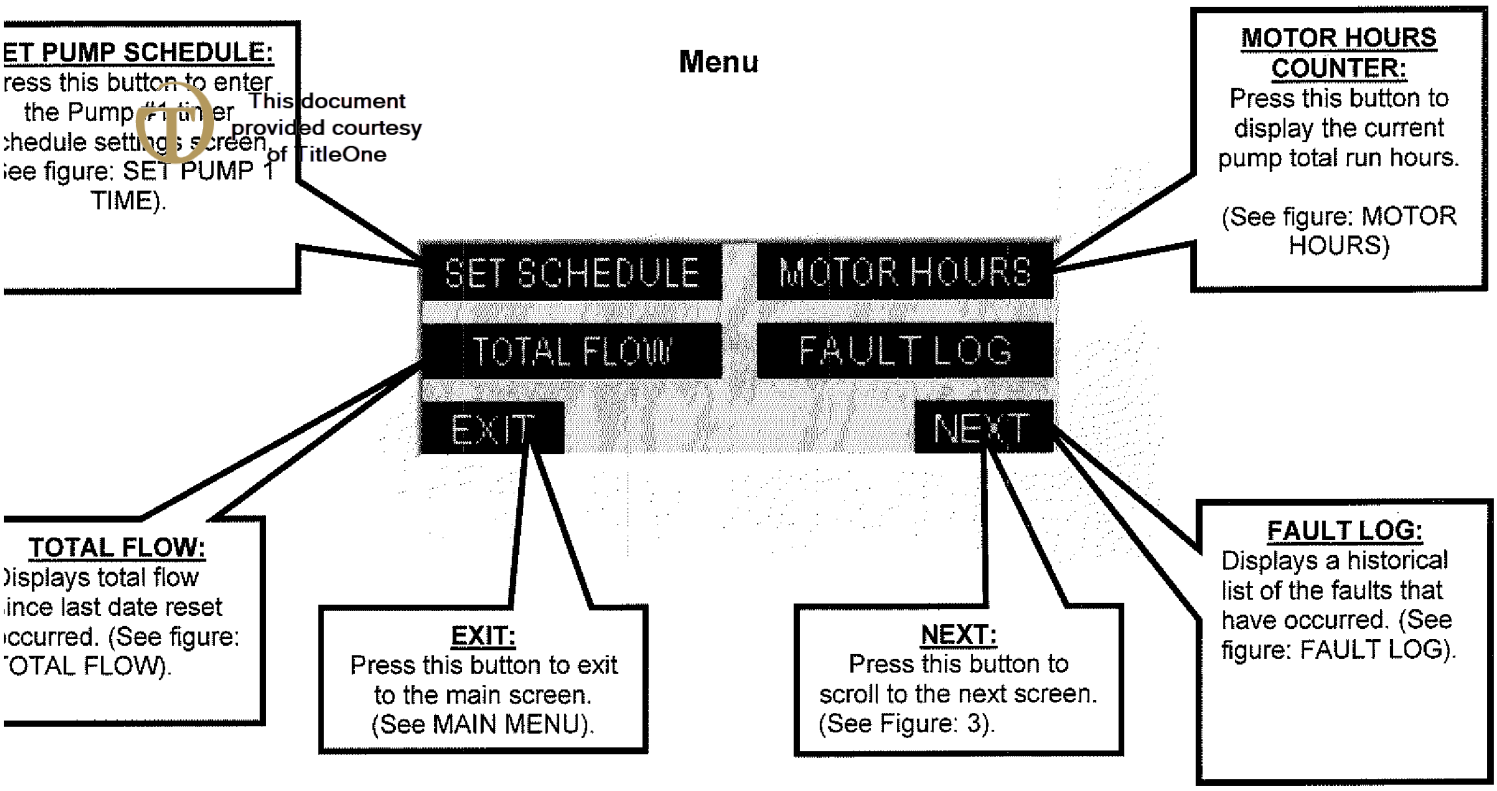
Touch Keypad Operation & features

Use the HMI touch control panel to control the system, read system status, and adjust parameters. The keypad consists of a monochrome backlit LCD display with touch sensitive pad. The dark oval shaped fields with inverted characters are represented as buttons.



This document provided courtesy of TitleOne

Menu



ET PUMP SCHEDULE:
ress this button to enter the Pump #1 timer chedule settings screen. iee figure: SET PUMP 1 TIME).

MOTOR HOURS COUNTER:
Press this button to display the current pump total run hours.

(See figure: MOTOR HOURS)

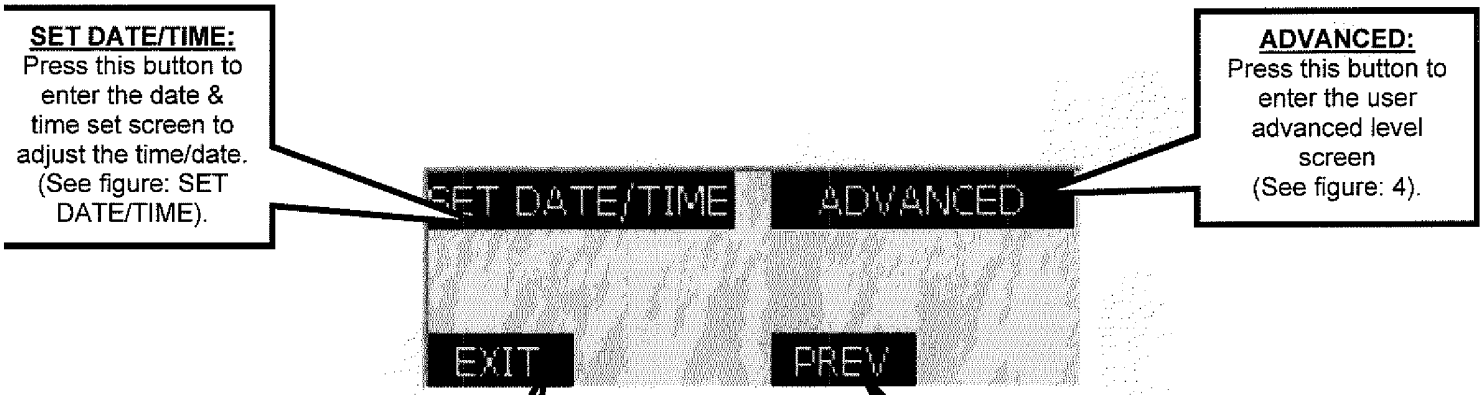
TOTAL FLOW:
)isplays total flow ince last date reset ccurred. (See figure: OTAL FLOW).

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

NEXT:
Press this button to scroll to the next screen. (See Figure: 3).

FAULT LOG:
Displays a historical list of the faults that have occurred. (See figure: FAULT LOG).

Menu Continued



SET DATE/TIME:
Press this button to enter the date & time set screen to adjust the time/date. (See figure: SET DATE/TIME).

ADVANCED:
Press this button to enter the user advanced level screen (See figure: 4).

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

PREV:
Press this button to scroll to the previous screen. (See Figure: 2).

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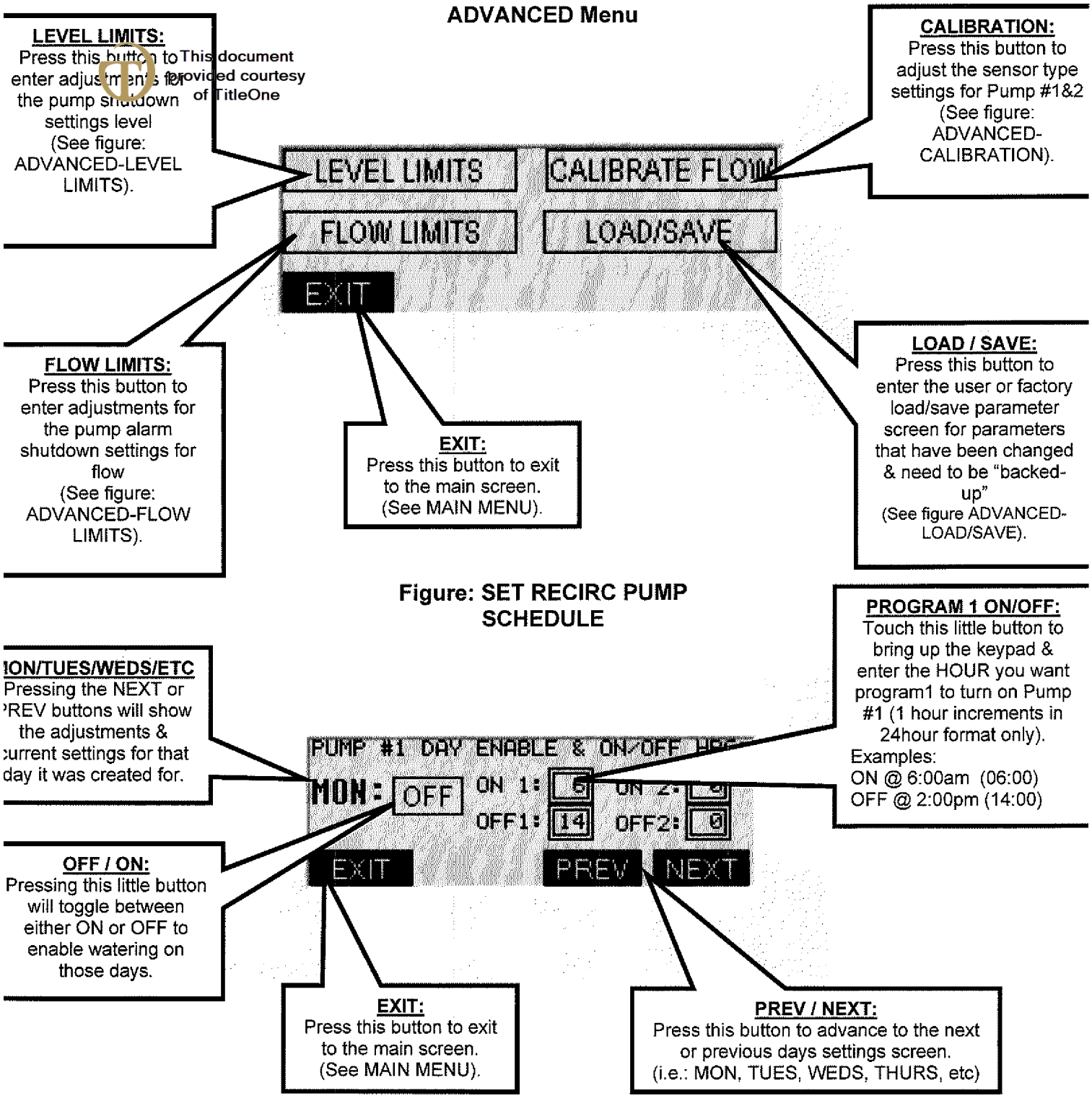
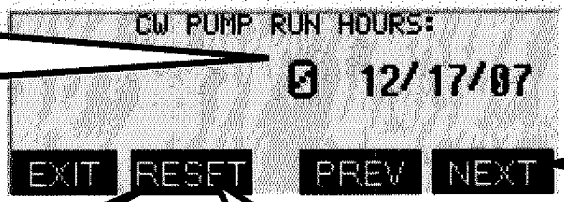


Figure: SET RECIRC PUMP SCHEDULE

Figure: MOTOR HOURS

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TOTAL RUN HOURS:
This field will display the motor total running hours since the date it was last reset.



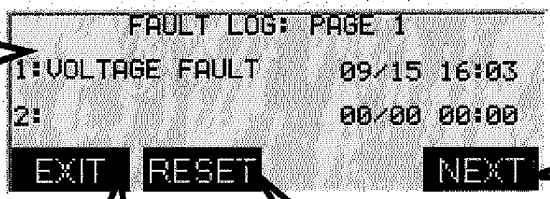
NEXT:
Press this button to advance to the MAIN PUMP HOURS screen. (Example is same as CW PUMP screen)

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

RESET:
Pressing this button will reset the hours counter to zero. When pressed, the current Date will be stamped.
NOTE! Document hours & file when possible to track age of equip.

CURRENT FAULT:
This field will display the most current fault that has occurred since the last reset. If the clock is set correctly, it will display the fault's date & time of occurrence. If a new fault occurs, it will roll the 1st fault down to the 2nd field, and so on.

Figure: FAULT LOG

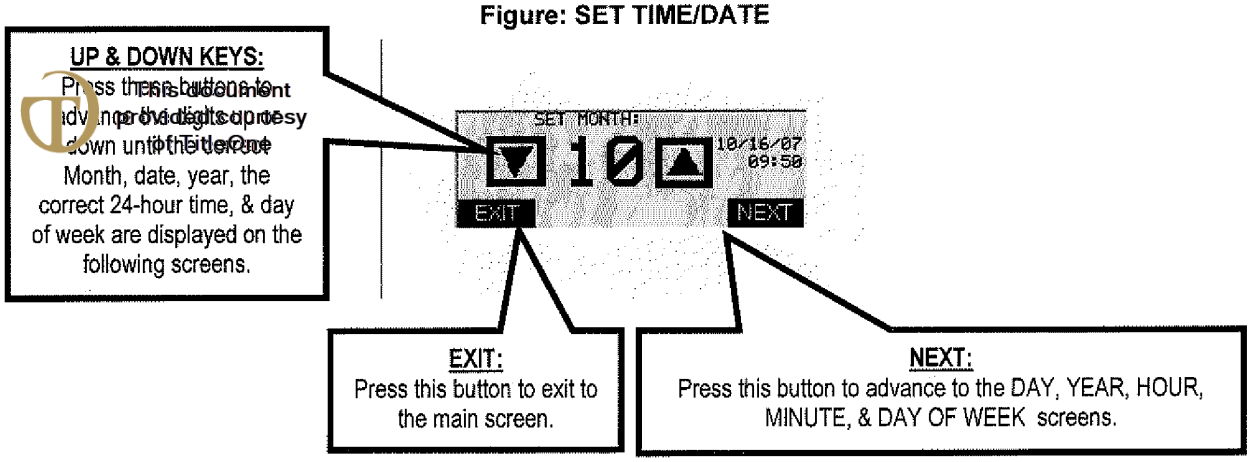


NEXT:
Press this button to advance to the next fault message screens. Up to 8 total faults can be displayed.

EXIT:
Press this button to exit to the main screen. (See MAIN MENU).

RESET:
Pressing this button will reset the all of the faults to zero values.

Figure: SET TIME/DATE

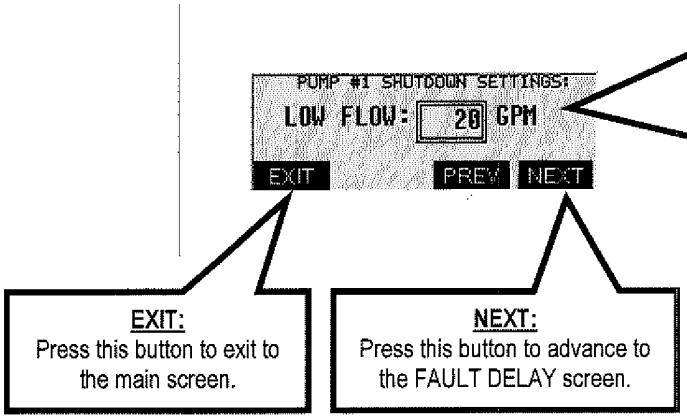


UP & DOWN KEYS:
Press these buttons to advance through the choices or press down until the correct Month, date, year, the correct 24-hour time, & day of week are displayed on the following screens.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the DAY, YEAR, HOUR, MINUTE, & DAY OF WEEK screens.

Figure: (ADVANCED) FLOW LIMITS LOW FLOW

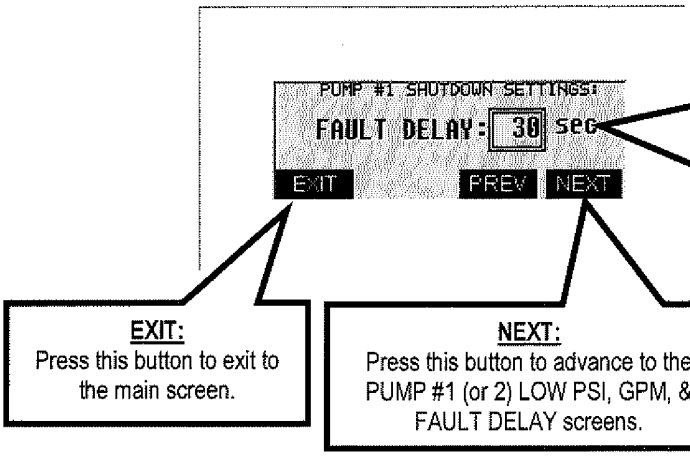


EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the FAULT DELAY screen.

LOW FLOW LIMIT:
Pressing this little box button will bring up a keypad to allow you to enter the LOW FLOW limit threshold settings. Example: if the system GPM falls below 20 GPM of flow, the system will shut itself down AFTER a specific time delay set under "FAULT DELAY". **NOTE!** To prevent nuisance tripping, do not set the thresholds to close or higher than the normal operating flows. ONLY available when a flowmeter sensor is installed. Set to "0" will disable this feature.

Figure: (ADVANCED) FLOW LIMITS LOW FLOW



EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the PUMP #1 (or 2) LOW PSI, GPM, & FAULT DELAY screens.

FAULT DELAY:
Pressing this little box button will bring up a keypad to allow you to enter the FAULT DELAY timer settings. Example: if the system GPM falls below 20 GPM of flow, the system will shut itself down AFTER 30 SECONDS. A manual restart by switching to OFF will reset the faults.
NOTE! To prevent nuisance tripping, do not set the timers to low when possible. This timer ONLY functions when either a flowmeter or pressure sensor is installed. This timer is ignored when no sensors are installed.

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(ADVANCED) LEVEL LIMITS LOW WATER RESETS



LOW WATER AUTO RESETS:
Pressing this little box button will bring up a keypad to allow you to enter the LOW WATER AUTO RESETS counter settings. Example: if the system faults on low water it will automatically reset in 600 seconds, if it faults more than 1 times in 6 hours it will NOT automatically reset. **NOTE!** To prevent nuisance tripping, do not set the counters too low when possible. This counter ONLY functions when either a low level switch or level sensor is installed. This counter is ignored when no sensors are installed.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the LOW PSI, GPM, & FAULT DELAY screens.

(ADVANCED) LEVEL LIMITS LOW WATER RESET DELAY



LOW WATER RESET DELAY:
Pressing this little box button will bring up a keypad to allow you to enter the LOW WATER RESET TIMER counter settings. Example: if the system faults on low water it will automatically reset in 600 seconds, if it faults more than 1 times in 6 hours it will NOT automatically reset. **NOTE!** To prevent nuisance tripping, do not set the timers too low when possible. This timer ONLY functions when either a low level switch or level sensor is installed. This timer is ignored when no sensors are installed.

EXIT:
Press this button to exit to the main screen.

(ADVANCED) CALIBRATION: MAX FLOW



MAX FLOW
Pressing this little box button will bring up a keypad to allow you to enter the values for the correct type of flowmeter sensor installed. Example: if the flow transmitter is a 4/20ma device with a 0-2500 GPM range, you would enter 2500. Only 2-wire 24vdc powered 4/20ma current type flow transmitters can be used on t his system.

EXIT:
Press this button to exit to the main screen.

NEXT:
Press this button to advance to the PUMP #2 screens.

Normal use operation & procedures

This section describes the step-by-step procedures to operate the pumping station for normal use. Whenever the system is temporarily turned off for maintenance, or any other reason, these guidelines can be used as a tool to get the system back online and operating in the same manner it was operating before it was stopped.

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MAINLINE FILL:
(Only perform this function after the pump station has been through a 'spring checkup' on the last page).

STEP 1:
Turn all operators to the 'OFF' position before turning on power. Turn on power & wait for the SYSTEM FAULT lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
If the pump station 'spring checkup' has been performed, and the mainline is completely empty, it may be necessary to throttle the system isolation butterfly valve (page 7, figure 18) partially ¼ turn from the closed position using the level operator. This is recommended to prevent the AMIAD automatic filter from clogging to quickly (if so equipped).

STEP 3:
Turn the MANUAL SPEED CONTROL (page 8, figure 8) potentiometer knob counterclockwise to the zero (0) position. Turn the AMIAD operator to the 'AUTO' position, and then turn the MAIN pump operator to the 'HAND' position. The main pump will start to run & accelerate to approx 28 Hz of motor speed, this is normal. Slowly turn the speed knob clockwise paying attention to the upstream & downstream pressure gauges (page 7, figures 6 & 9) while filling the lines. If the main pump does not start, quickly turn the main operator to the 'OFF' position & call PPS. On submersible models, this indicates a stuck shaft in the pump assembly from dry mud during winterization and will required special procedures to get it unstuck from the pump bearings.

STEP 4:
While the mainline is slowly filling the lines and maintaining 5-30 PSI, slightly open the system isolation valve a little bit more. Avoid allowing the downstream pressure to be 7 PSI less than the upstream gauge. If this happens, the AMIAD filter will attempt to engage & start the flushing cycle. The Amiad autofilter WILL NOT clean the filter if the downstream system pressure is less than 35psi. If that happens, quickly close the isolation valve until more than 35psi is achieved to get the filter cleaned properly.

STEP 5:
After the system starts to build more than 50psi of water pressure (it may take anywhere from 10 minutes to approx 2 hours, depending on the area it was designed for), switch the PONY operator (page 8, figure 2) to the 'AUTO' position & switch the MAIN operator to the 'AUTO' position.

STEP 6:
While the system is pumping and has achieved it's desired setpoint reference (indicated under page 11, figures 2a/2b settings), then switch the LAG operator to the 'AUTO' position.

(Continue on next page)

AUTOMATIC USE:
(Use only after a spring checkup has been performed and the system is manually filled with water).

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STEP 1:
Turn all operators (page 8, figures #1,2,3,4) to the **'OFF'** position before turning on power (page 8, figure M). Turn on power & wait for the **SYSTEM FAULT** (page 8, figure #6) lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
If the system is already filled with water with a minimum of 20 PSI or more, turn the AMIAD & PONY operators to the 'AUTO' position. The pony pump should start. Wait 5 to several minutes then turn the MAIN operator to the 'AUTO' position, the main pump should start. Wait until the pressure has reached approx. 50 PSI or more. After the pressure has reached 50 PSI or more, turn the LAG operator (if the system is equipped with the pump) to the 'AUTO' position. NOTE: The LAG pump will only start when it is needed if the system pressure can not be achieved. The AMIAD autofilter will only start if the pressure differential is more than 7PSI and the flushing cycle will only be effective if the downstream pressure is more than 35PSI.

SYSTEM SHUTDOWN:

STEP 1:
Turn operators (page 8, figures #1,2,3,4) to the **'OFF'** position in the following order (largest last motor to the smallest): LAG first, MAIN second, PONY next, & AMIAD last.

STEP 2:
If the system is going to be off for long periods of time, go ahead and turn off the main power switch (page 8, figure M). If the system is going to be off for the end of the season, follow WINTERIZATION procedures.

WINTERIZATION:

STEP 1:
Follow 'System Shutdown' procedures BEFORE performing winterization. Failure to do so may result in injury & equipment damage. Empty the mainline pressure by relieving pressure outside of the pumping station. Do not attempt to use the pump station to relieve system pressure. Open hose bib to ensure the pressure is relieved.

STEP 2:
After the system pressure is relieved, open the drain plugs below the manifold header (page 7, figure 18). The pumps are self draining by their vacuum relief valves, no maintenance is required. Leave the drain plugs off and store it in a safe place.

STEP 3:
It may be essential and wise to remove the Red Hat valve assy from the blue flushing valve (page 7, figure 20). In extreme freezing weather, there has been reported problems and failures on the valves freezing by water partially left inside the brass valve assy. Also remove the flush valve control filter (page 7, figure 21), leave it off. Also recommended removing the pressure transmitter unit.

STEP 4:
After the system is winterized, go to the main disconnect switch handle, and lock it out with a wire or plastic tie & tag it with a label " WINTERIZED BY:_____" with a date stamp.

SYSTEM STARTUP: Spring Checkup

When the spring season starts and the system water is present in the sump, pond, or canal, it may be necessarily to check the pump skid & electrical panel for proper operation before starting. Below are the most common things to check for before applying power to the system & starting the pumps. However, most of the items will be needed to be checked by a qualified person who has experience in this field of work. When in doubt, please contact PPS if you have any questions regarding the spring checkups.

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- ❑ CHECK AMP DRAW – ALL PUMPS
- ❑ CHECK PACKING AND GREASE– (CENTRIFUGAL PUMPS)
- ❑ CHECK OVERLOADS - SET FOR CORRECT TRIP RATING
- ❑ CHECK CIRCUIT BREAKERS FOR TRIP RATING
- ❑ TEST ALL INDICATOR LAMPS, BULBS; REPLACE IF NECESSARY
- ❑ TEST HOA'S, SWITCHES, SELECTORS, SPEED POTS, ETC.
- ❑ CHECK SAFETY OF ALL ELECTRICAL COMPONENTS
- ❑ INSPECT, TIGHTEN ALL ELECTRICAL CONNECTIONS, LUGS
- ❑ INSPECT AND TEST ALL FUSES AND FUSE HOLDERS; REPLACE IF NECESSARY
- ❑ INSPECT, TIGHTEN ANY LEAKING JOINTS AND COUPLERS; REPLACE IF NEEDED
- ❑ INSPECT, CLEAN COMPONENT FILTERS
- ❑ TEST, ADJUST QUICK PRESSURE RELIEF VALVE
- ❑ TEST AND CLEAN ALL ELECTRICAL VALVES
- ❑ TEST AND CLEAN ALL MANUAL VALVES
- ❑ TEST, ADJUST HIGH & LOW PRESSURE SWITCHES
- ❑ TEST, ADJUST LOW WATER FLOAT
- ❑ TEST PRESSURE GAUGES; REPLACE IF NEEDED
- ❑ INSPECT, TEST FLUSH DISCHARGE FILTER
- ❑ EXAMINE, TEST SELF CLEANING CW SCREEN FEED VALVES AND LINES
- ❑ TEST AND REVIEW PLC OPERATION; MAKE CORRECTIONS AND UPDATE
- ❑ CHECK ALL PARAMETERS; ADJUST WHERE NEEDED
- ❑ TEST MANUAL OPERATION OF MOTORS, SPEED POT
- ❑ TEST, RECALIBRATE TRANSDUCER PRESSURE READINGS
- ❑ TEST OVERALL VFD OPERATION, LAG STARTS/STOPS
- ❑ INSPECT ALL COOLING COMPONENTS – RADIATORS, A/C UNITS, FANS

Notes_____

_____

_____

_____

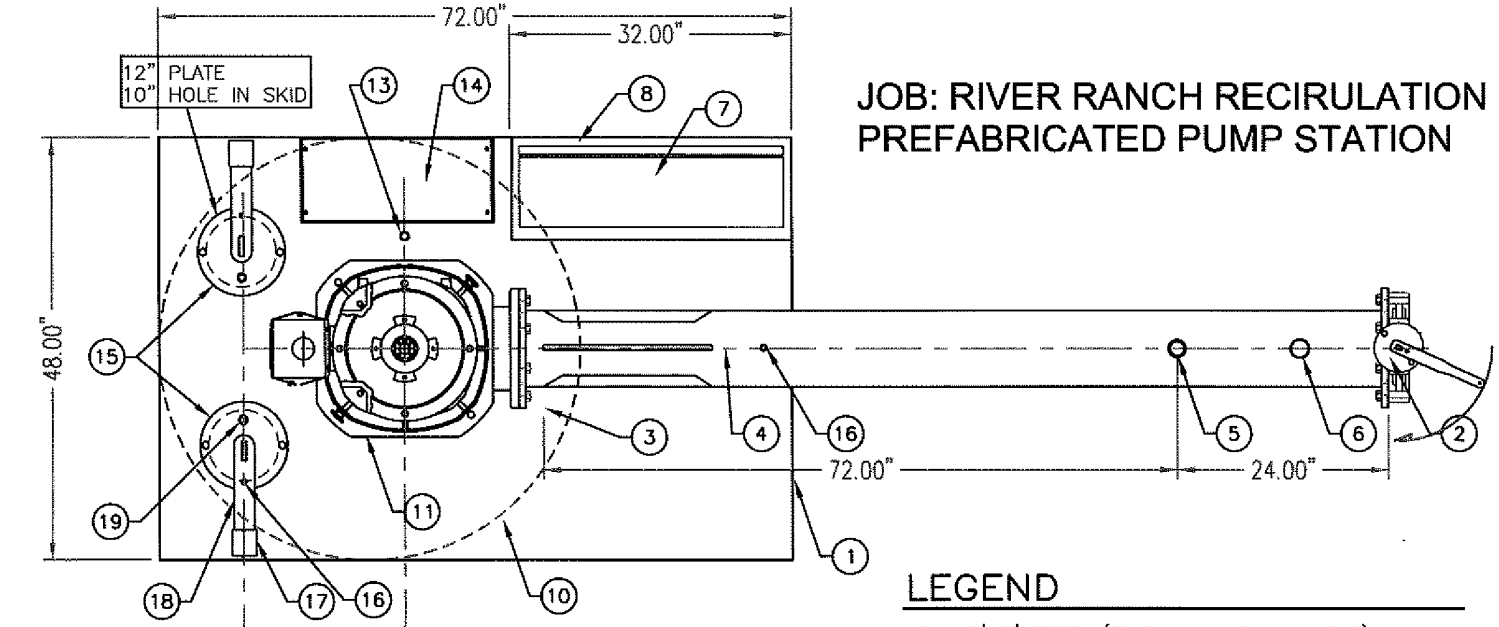
PPS offers a service program which includes all mainline fill, start-up and winterization procedures. For more information call: 208-323-5300

This section lists all the fault messages including the possible cause and corrective actions. A fault message on the panel display indicates abnormal operation status. Using the information given is this chapter most fault causes can be identified and corrected. If not, please contact a PPS representative.

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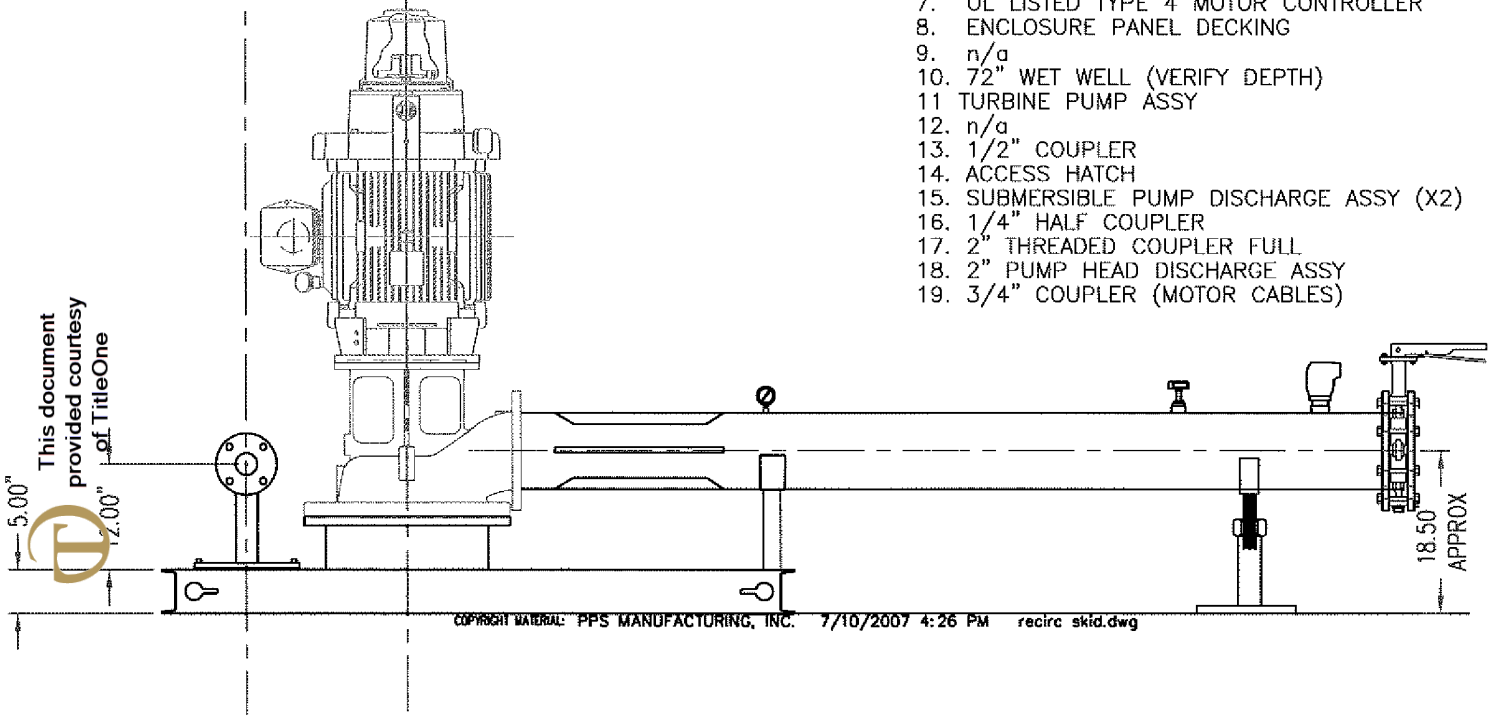
Fault:	Source:*	Indication:	Repeat indicates:	Check:	Reset:
"VOLTAGE MONITOR"	Panel voltage monitor*	Incoming power is not within voltage tolerances	Bad power	Pump control panel voltage monitor	Automatic
"Low PSI/FLOW"	Intake pressure transducer*	Intake supply cannot maintain minimum user pressure setting	Intake pumps not operational	Intake source pumps	Reset button or All HOA's to "OFF"
		Intake supply cannot reach acceptable pressure within user time setting	Insufficient intake water supply	Intake source water	Reset button or All HOA's to "OFF"
"Low flow"	Flow meter*	Pumps cannot maintain minimum user flow setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Flow switch*	Pumps cannot reach acceptable flow within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"Low pressure"	System pressure transducer*	Pumps cannot maintain minimum user pressure setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Pressure switch*	Pumps cannot reach acceptable pressure within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"High pressure"	System pressure transducer*	System pressure is above user pressure setting	Closed/failed valves	Valve operation	Reset button or All HOA's to "OFF"
Pump XXX Fault	Breakers*	Breakers have "tripped"	Problem with motor	Breaker settings and motor (megger)	Manual (reset breaker)
	Overload modules*	Overload modules have "tripped"	Problem with motor	Overload settings and motor (megger)	Manual (reset overload)

JOB: RIVER RANCH RECIRULATION
PREFABRICATED PUMP STATION



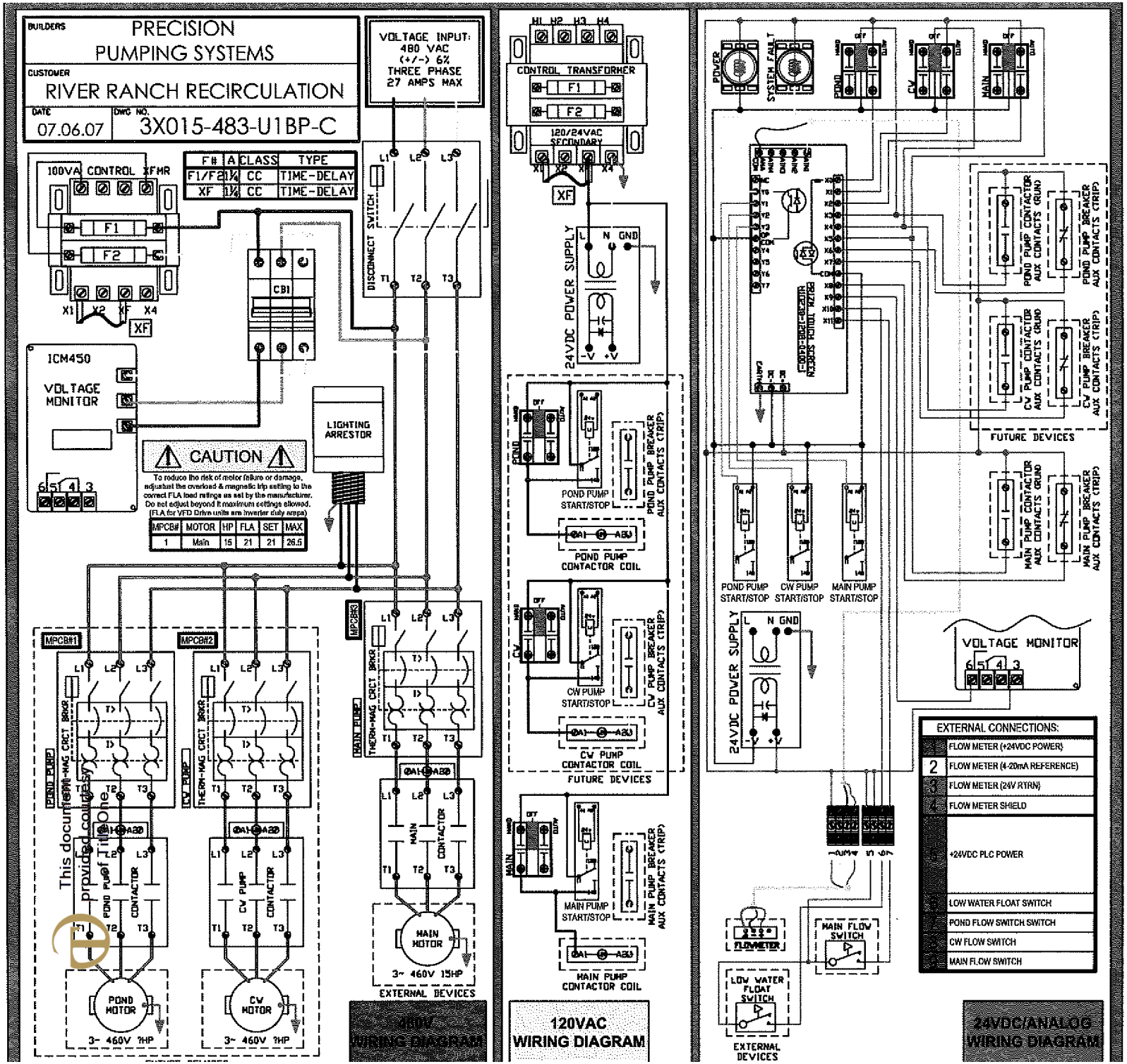
LEGEND

1. 4'x6' SKID (Drylac powder coated)
2. 8" DISCHARGE SPOOL ASSY
3. 8" LEVER OPERATED BUTTERFLY VALVE
4. STRAIGHTING VEINS FOR FLOWMETER
5. 1–1/2" HALF COUPLER (FLOWMETER)
6. 2" HALF COUPLER (VAC & AIR RELIEF)
7. UL LISTED TYPE 4 MOTOR CONTROLLER
8. ENCLOSURE PANEL DECKING
9. n/a
10. 72" WET WELL (VERIFY DEPTH)
11 TURBINE PUMP ASSY
12. n/a
13. 1/2" COUPLER
14. ACCESS HATCH
15. SUBMERSIBLE PUMP DISCHARGE ASSY (X2)
16. 1/4" HALF COUPLER
17. 2" THREADED COUPLER FULL
18. 2" PUMP HEAD DISCHARGE ASSY
19. 3/4" COUPLER (MOTOR CABLES)



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PRECISION
PUMPING SYSTEMS
6515 Business Way
Boise, ID 83716
208-323-5300

VARIABLE SPEED PUMP STATION

OPERATION GUIDE

Titan Series

With

Pentra Prizm

Controller

REVISION DATE: 12/17/2007-red

Table of Contents

TOPIC

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Introduction.....3
Overview.....4
Pump Station Setup Parameters.....4
Theory of Operation.....5
Control Panel Components – Hardware description.....6
Pump Skid Components – Hardware description.....7
Front Panel – Operators & Indicators description.....8

OPERATION & SYSTEM SETUP FEATURES

Operator user interface – operation & use.....10
Titan Display flowchart.....11
Titan Display unit functions & parameters.....13
Normal use operation & procedures.....16
Mainline fill operation & procedures.....16
System Start-up procedures.....17
System Shutdown procedures.....17

TROUBLESHOOTING AND HARDWARE DIAGNOSTICS

System Trip Resetting.....14

WINTERIZATION

Procedures.....17

APPENDIX

Pump Station Drawing.....18
Motor Controller wiring schematics.....19

Introduction

This document provides the basic instructions for operating and using a pumping station equipped with a variable frequency drive (VFD). Detailed VFD programming information and other technical data can be found in the various ABB ACS publications provided with the O & M manuals.

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The major components of this VFD pump station are as follows:

QUANTITY	DESCRIPTION	REFERRED TO IN THIS DOCUMENT AS:
1	Pump Motor Controller Panel	MCP-Motor Control Panel
1	5 HP submersible pump (VFD controlled)	Pony or Jockey Pump
1	75 HP submersible pump #1 (VFD controlled)	Main Pump
1	75 HP submersible pump #2 (if equipped)	Lag1 Pump
1	5 HP variable frequency drive	Pony VFD
1	75 HP variable frequency drive	Main VFD
1	Programmable Logic Controller	PLC
1	Human Machine Interface Controller (touch screen display unit)	HMI unit

Illustrations of the electrical enclosure & pumping skid are for <u>reference only</u> and may not reflect the actual product.

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The Motor Control Panel equips the pump station for automation control. VFD units that automatically vary the speed of the motor and the pumps control the system's pressure. The LAG pumps (if equipped) are the only motors that are used across-the-line starting. They are automatically started when they receive the request from the Main VFD and the Titan PLC.

The Titan PLC unit performs all other vital functions, including Low Water, Low Pressure, High Pressure, Fault Logging, etc. The Titan PLC unit is the primary controller in determining which pumps are allowed to operate in the system's automation.

Pump Station Setup Parameters

The default parameters for the VFD keypad units are located in the ABB ACS550 and ACS140 manuals. Default parameters have been modified by Precision Pumping Systems during initial programming, but should not be altered by the end-user. Any changes made to the VFD units from PPS defaults may result in unpredictable operation.

The default parameters for the Titan PLC & keypad unit are pre-programmed by PPS at the factory and can be set by the user. During initial startup, it may be necessarily to change some of the values from their defaults in order to optimize the system's performance in the field. The most commonly selected parameter is the Pressure Set point reference, but all other parameters should be carefully considered. Some changes made to certain parameters may require cycling power to the PLC unit. Consult PPS if you have any questions on changing other parameters.



Parameters that are entered into the VFD and the PLC logic controllers are protected and stored in non-volatile memory. However, the units do contain a time clock & it may become necessary to set the date and time during the spring start up after the unit has been powered off for the winter seasons. In an event that the program or system parameters may become lost, altered or modified accidentally or intentionally, it is recommended that a qualified technician from Precision Pumping Systems be consulted to replace or restore them.

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During initial startup, the system is manually filled with water. Once the system's backpressure is fully utilized, all the operators are switched into the 'AUTO' position. In order to keep the system's pressure at a constant level, both VFD pumps will operate at varying speeds dictated by the system's set point reference.
The pony VFD will act as the primary controller for the pony pump at low demands (0-35GPM). As demands increase and the Pony pump can no longer keep up, the Main VFD will act as the primary controller for the main pump. When this occurs, the Main VFD will put the Pony VFD into the maximum 'locked' position. As the demands increase, the LAG pumps (if equipped) will automatically start and will operate at the same workload as the main VFD. This, in turn, allows the main VFD to drop down to a slower speed and maintain pressure at a constant level.

When all of the pump motors are fully utilized and the demands start to decrease, the Main VFD will slow the speed of the pump motor until it reaches a level that will automatically shut the LAG pumps off (if equipped). The Main VFD will then increase in speed to meet the desired pressure set point. As the demands continue to decreases, the Main VFD will decrease its speed until it reaches a level where it is automatically enters 'sleep' mode. Once the Main VFD enters 'sleep' mode, the Pony VFD will become 'unlocked' from its position and take on the responsibilities as the primary controller for maintaining the system pressure at various speeds. If there is no demand, the Pony VFD will slow the speed of the pump motor, and it will automatically enter 'sleep' mode. When demand is present again, the pressure will drop to a deviation of factory settings of 15 PSI (unless field adjustments were made). It will 'wake' itself up to maintain the pressure back to its original constant set point and will operate in the same cycle as mentioned in the paragraph above.



During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.



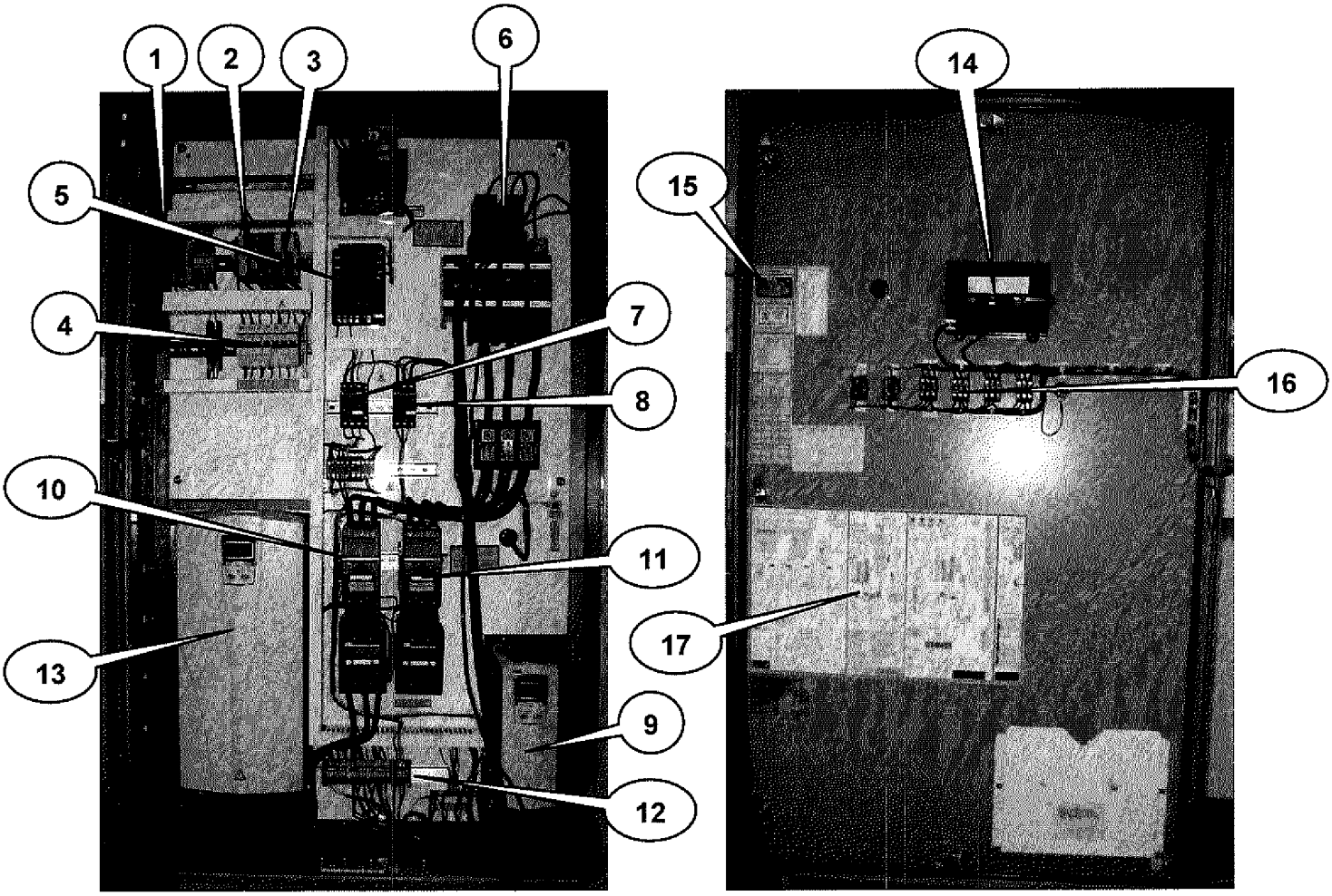
Damage to the pumps and/or motor will occur if the system is left unattended and the system shall run out of water or is dry. Such occurrences are not covered by PPS warranty.

This section describes the construction of the motor control panel and type code information in short. Please note that the photos displayed below may not reflect your actual product.

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Overview

The motor control panel is a skid standing enclosure for controlling various aspects of the pumping station.



1	24vdc Power Supply
2	PLC w/ Expansion Modules
3	Analog Module (if equipped)
4	System Circuit Breakers
5	Voltage Monitor
6	Main Disconnect Switch

7	Amiad Auto filter Circuit Breaker
8	Pony Pump VFD Circuit Breaker
9	Pony Pump VFD Drive Unit
10	Main Pump VFD Circuit Breaker
11	LAG Pump Starter Circuit Breaker
12	External Field Control term block
13	Main Pump VFD Drive Unit

14	HMI Touch screen unit
15	PPS Specifications nameplate
16	Front Panel Operators & Lamps
17	Control Panel Schematics
18	

Pump skid components – Hardware description

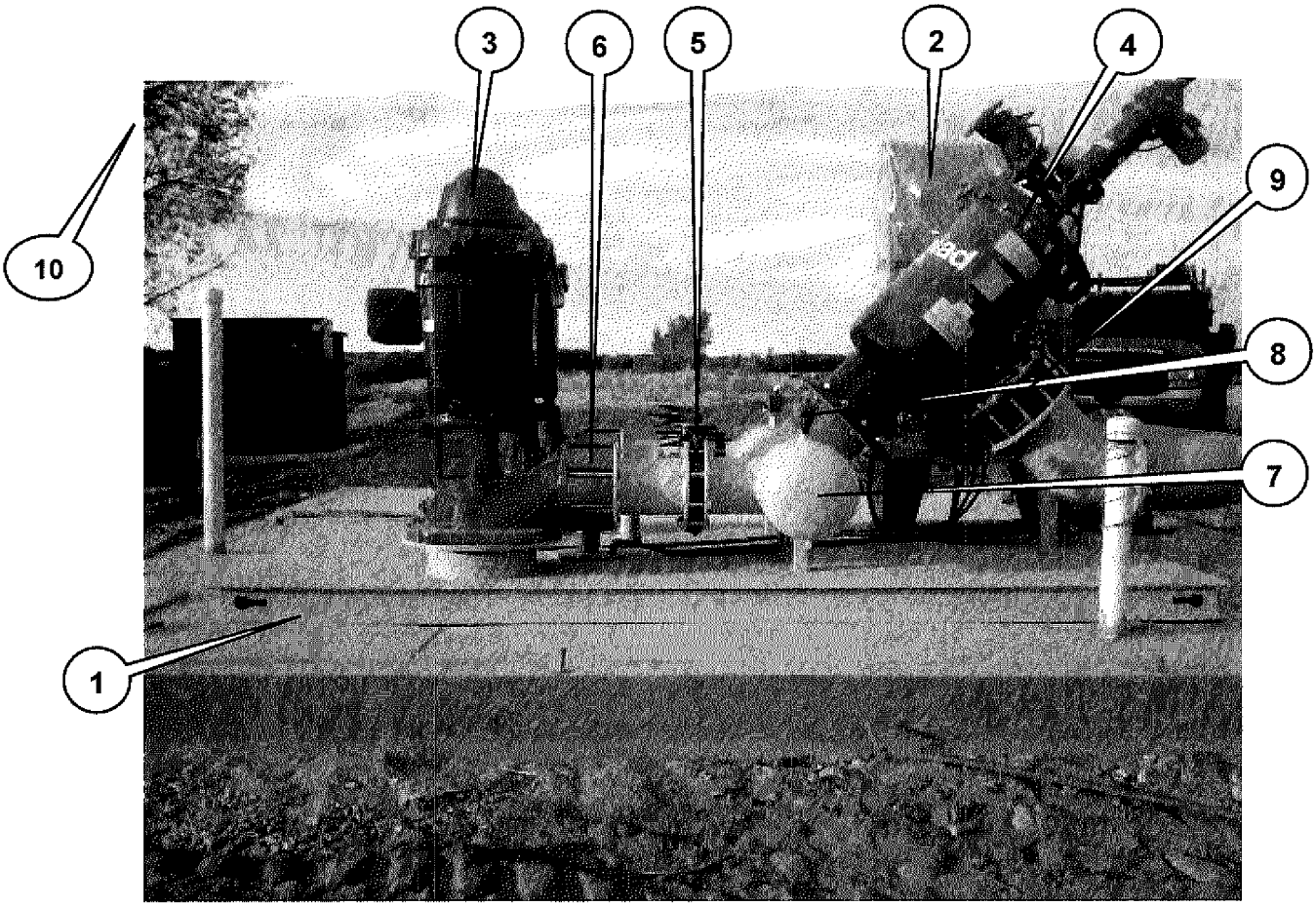
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What this chapter contains

This chapter describes the construction of the pump skid, assembly, and type code information in short.

Overview

The pump skid is a factory fabricated steel construction assembly with components for controlling various aspects of the pumping station.



1	Powder coated fabricated pump skid
2	Motor Controller Panel
3	Vertical Turbine Pumps
4	Amiad EBS Automatic Filter
5	Lead/Lag Pumps Isolation Valves
6	Lead/Lag Pumps Check Valves
7	Manifold collector tank
8	Manifold Air Relief Valve
9	Downstream backflow prevent (modified)
10	

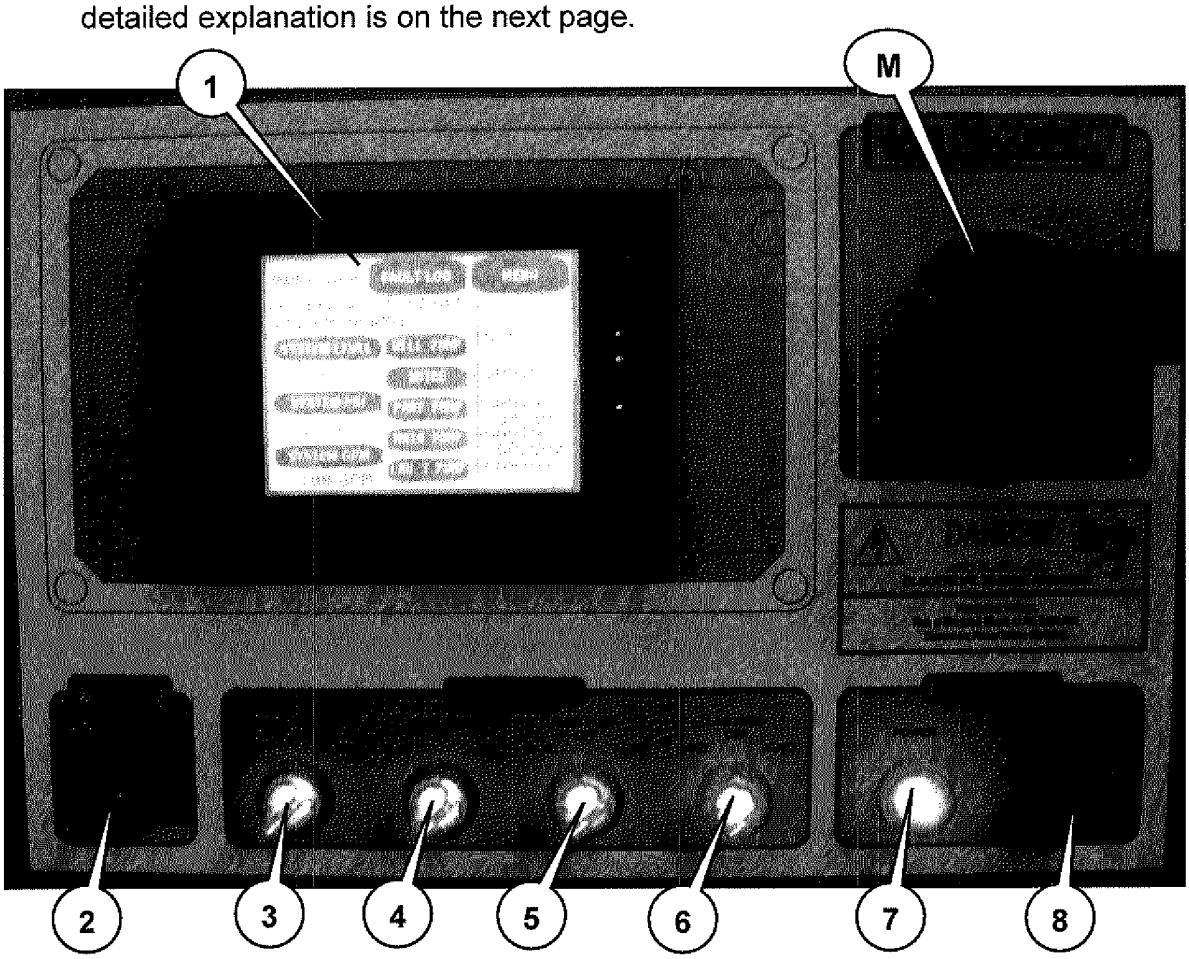
What this chapter contains

This chapter explains the Motor control panel's operators, indicators, speed potentiometer, & HMI touch screen display unit and its type code information in short. Some illustrations may not reflect your actual product and are either optional equipment or not part of your system.

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Overview

The operator template is standard on the Titan & VFLOW series pumping stations. The PENTRA/PRIZM controller package is equipped with operators & devices to control various aspects of the control panel & pump station. A detailed explanation is on the next page.



M	Panel Power & Main Disconnect Switch
1	Monochrome HMI touch screen unit
2	VFD Manual Speed Potentiometer
3	AMIAD Auto filter Operation Selector switch
4	PONY Pump Operation Selector Switch
5	MAIN Pump Operation Selector Switch

6	LAG1 Pump Operation Selector Switch
7	System Power indicator
8	System Fault/Trip lamp

Item	Description	Function
M	Main Disconnect	Disconnects power to panel
1	HMI User Interface touch screen	Please see operation instructions on the following page
2	Pump Speed (0 – 60hz)	Allows user to manually control the Main VFD in 'HAND' mode.
3	Amiad Auto filter Operation –HOA	Allows the user to disable or operate the Amiad Auto filter unit in either Test for testing or in Auto for automatic mode. TEST = Filter Test mode. OFF = pump disabled AUTO = automatic mode
4	Pony Pump Operation - HOA	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
5	Main Pump Operation - HOA	Allows the user to disable or operate this pump in either manual or automatic mode.* HAND = manual mode OFF = pump disabled AUTO = automatic mode * Always turn speed POT to 0 Hz prior to manual operation
6	Lag Pump # 1 Operation – HOA (If equipped)	Allows the user to disable or operate this pump in either manual or automatic mode. HAND = manual mode OFF = pump disabled AUTO = automatic mode
7	System Normal Lamp	Indicates that the power to the system is operational & energized.
8	System Fail Lamp	Indicates that the pump station has shut-down, or experienced a fault. * Refer to fault log on keypad

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During normal operation the HOA selectors on the control panel should always be set to the "AUTO" position. This will allow the system to function normally. The "HAND" mode is only meant for the purpose of testing the pumps & motors and manually filling the mainline. The pump should not be left unattended in this mode, as it will not automatically shut itself down if a crisis, such as low water, or high pressure shall occur.



Damage to the pumps and/or motor will occur if the system is left unattended and the system shall run out of water or is dry. Such occurrences are not covered by PPS warranty.

Chapter contents

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This section describes the HMI control panel buttons, display indicators, and display fields. It explains how to use the HMI control panel when controlling, monitoring and changing the settings.

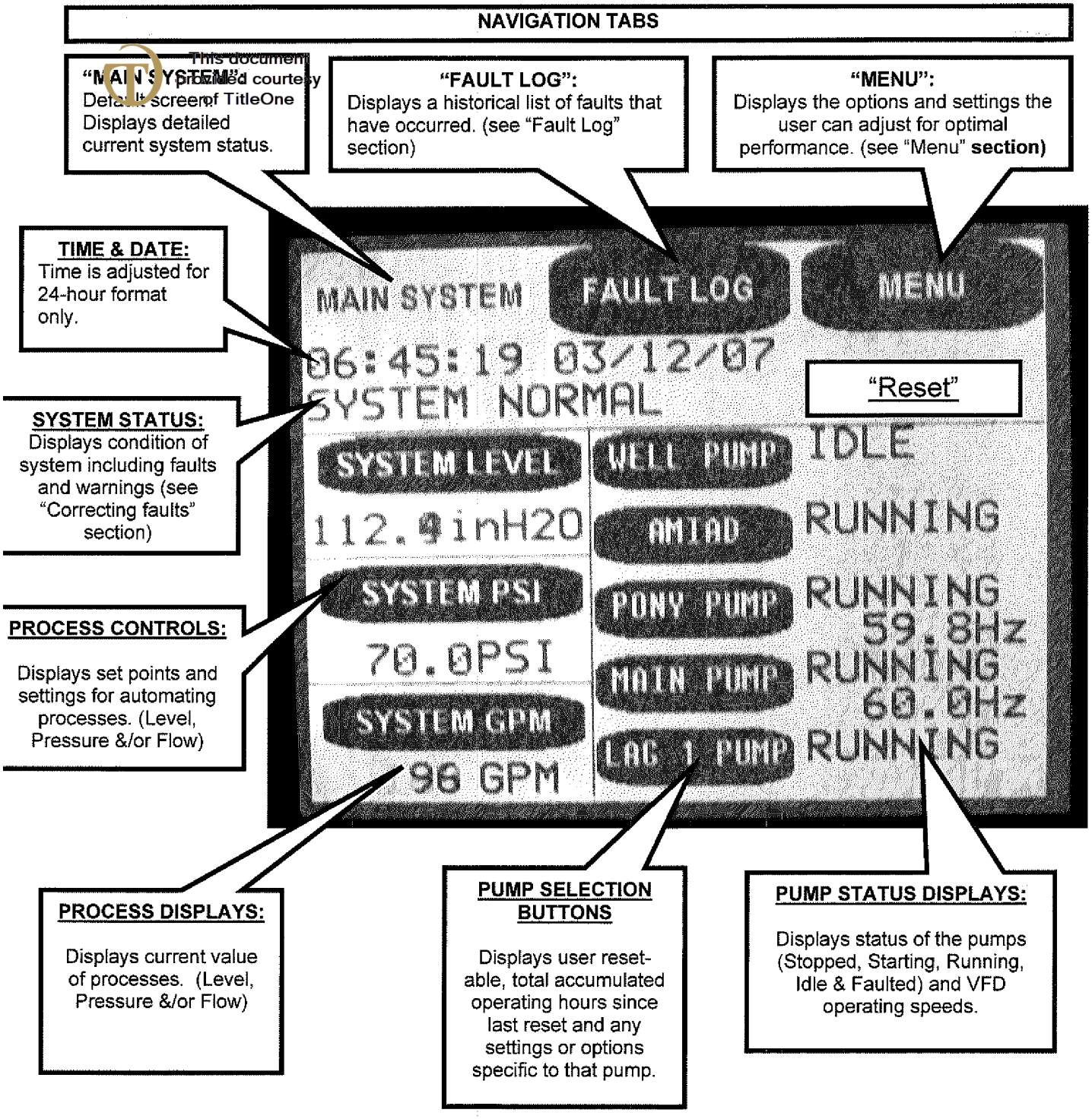
Touch Keypad Operation & Features

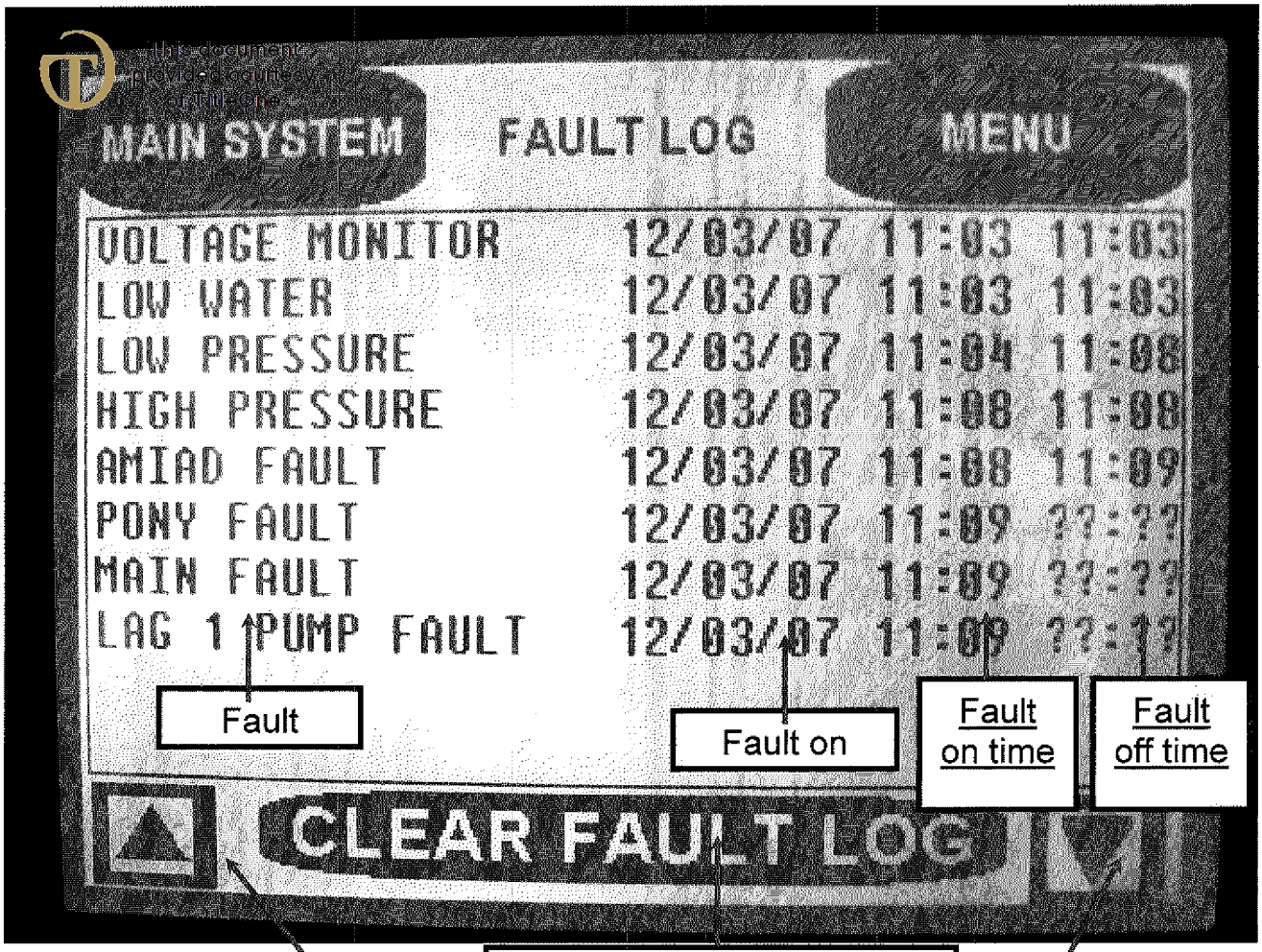
The HMI touch control panel is used to control the system, read the system's status, and adjust the parameters. The keypad consists of a monochrome, backlit LCD display with a touch sensitive pad. The dark, oval shaped fields with inverted characters represent buttons.

The HMI user interface unit is made up of three different sections, the Main System, the Fault Log and the Menu. Touching the corresponding tab will access each section. You can return to the Main System screen at any time by pressing the '**MAIN SCREEN**' or the '**X**' key on a pop-up type screen.

For illustrations, please see the following page.

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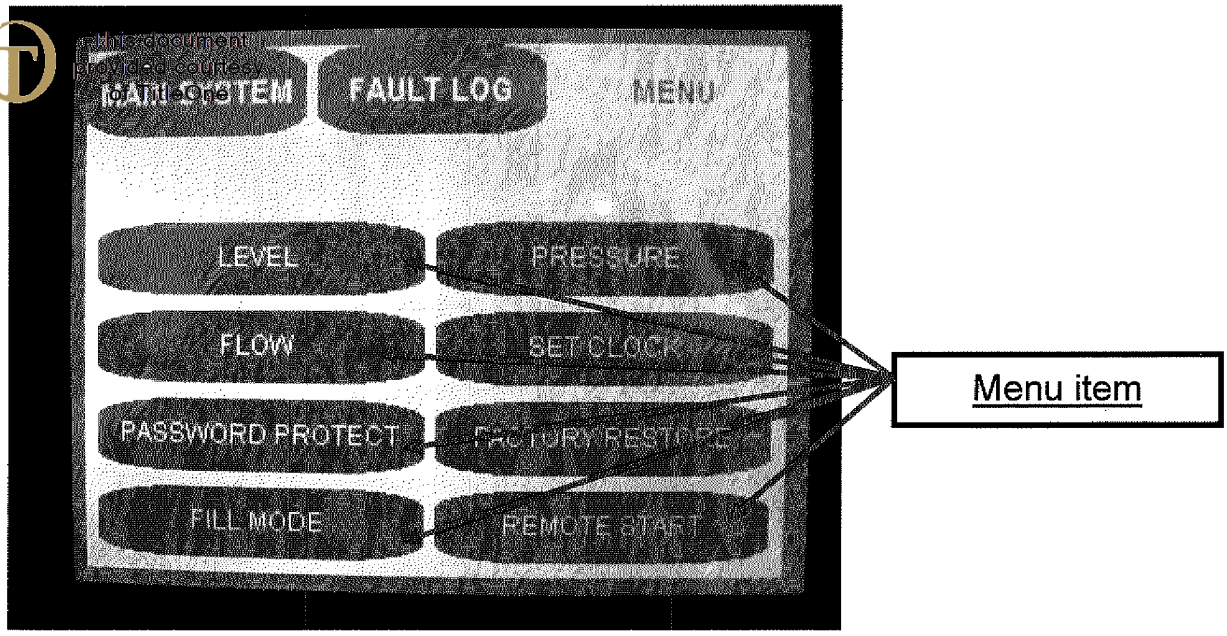
"Clear Fault Log" button:

Clears all faults and dates from the log.

Fault Log scroll buttons:

UP: **Scrolls up the fault log.**

Down: **Scrolls down the fault log.**



"Level": User adjustable "Level Set-point" (if equipped with a Well VFD), "Low Level" & "High level" alarms (if equipped with a Level Transducer). User adjustable settings and delay for automatic restarts of the "Low Water" fault (if equipped with a float switch).

"Intake Pressure": User adjustable pressure settings and delay for "Low Intake Pressure" fault (if equipped with an Intake Pressure Transducer).

"Pressure": User adjustable pressure set point, "Low Pressure" & High Pressure" faults.

"Flow": User resettable total accumulated flow since last reset. User adjustable flow settings and delay for "Low Flow" fault (when equipped with a flow meter).

"Set Clock": Set system time and date.

"Password Protect": Enable/disable password protection that requires a password to make changes.

"Factory Restore": Options for saving/loading system options and settings.

"Fill Mode": Enable/disable automated main-line fill routine. User adjustable pressure steps and delays.

"Remote Start": Enable/disable start/stop control from an external signal.

"Alternation": Enable/disable automatic alternation of pumps (when equipped). Selection of desired Lead pump. User adjustable automatic alternation time.

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Fault:	Source:	Indication:	Repeat indicates:	Check:	Reset:
"Voltage monitor"	Panel voltage monitor*	Incoming power is not within voltage tolerances	Bad power	Pump control panel voltage monitor	Automatic
"Low water"	Float switch*	Sump/Tank water level is below user level setting	Insufficient water supply	Sump/Tank water levels	Reset button or All HOA's to "OFF"
	Level transducer*				Reset button or All HOA's to "OFF"
"High water"	Level transducer*	Sump/Tank water level is above user level setting	Water source automation failure	Sump/Tank water levels & setting	Automatic
"Low Intake PSI"	Intake pressure transducer*	Intake supply cannot maintain minimum user pressure setting	Intake pumps not operational	Intake source pumps	Reset button or All HOA's to "OFF"
		Intake supply cannot reach acceptable pressure within user time setting	Insufficient intake water supply	Intake source water	Reset button or All HOA's to "OFF"
"Low flow"	Flow meter*	Pumps cannot maintain minimum user flow setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Flow switch*	Pumps cannot reach acceptable flow within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"Low pressure"	System pressure transducer*	Pumps cannot maintain minimum user pressure setting	Pumps not operational	Pumps	Reset button or All HOA's to "OFF"
	Pressure switch*	Pumps cannot reach acceptable pressure within user time setting	Mainline break	System leakage	Reset button or All HOA's to "OFF"
"High pressure"	System pressure transducer*	System pressure is above user pressure setting	Closed/failed valves	Valve operation	Reset button or All HOA's to "OFF"

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Fault:	Source:*	Indication:	Repeat indicates:	Check:	Reset:
	Pressure switch*		Automation failure	Pump control panel user pressure settings	Reset button or All HOA's to "OFF"
"Communication"	PLC communication monitor*	PLC cannot communicate with one of the VFDs or Remote Panels	VFD or Remote Panel is not operating	VFD/Remote Panel power	Automatic
			VFD or Remote Panel communications failure	Communications wiring/antenna /cable/radio	Automatic
Pump faults	Breakers*	Breakers have "tripped"	Problem with motor	Breaker settings and motor (megger)	Manual (reset breaker)
	Overload modules*	Overload modules have "tripped"	Problem with motor	Overload settings and motor (megger)	Manual (reset overload)
	VFD fault relays*	VFD has faulted	Problem with VFD or Motor	VFD keypad	Reset button or All HOA's to "OFF"
	PLC communication monitor*	PLC cannot communicate with one of the VFDs or Remote Panels	VFD or Remote Panel is not operating	Power/communication wiring/antenna / cables/radio	Automatic
"Level AI loss"	Level transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"Intake PSI AI loss"	Intake pressure transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"System PSI AI loss"	System pressure transducer*	Analog input from device is out of range	Failed or miss-wired transducer	Transducer wiring	Automatic
"Flow AI loss"	Flow meter*	Analog input from device is out of range	Failed or miss-wired transducer	Flow meter wiring	Automatic

*** Specific system equipment may vary**

This section describes the step-by-step procedures to operate the pumping station for normal use. When the system is temporarily turned off for maintenance, or any other reason, these guidelines can be used as a tool to get the system back online and operating in the same manner it was operating before it was stopped.

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NORMAL OPERATION: Mainline fill
(only perform this function after the pump station has been through a 'spring checkup').

STEP 1:
Turn all operators (page 8, figures #3,4,5,6) to the 'OFF' position before turning on power (page 8, figure 7). Turn on power & wait for the SYSTEM FAULT (page 8, figure 8) lamp to go out. If the fault lamp does not go off, see the diagnostic section.

STEP 2:
Turn the MANUAL SPEED CONTROL potentiometer knob counterclockwise to the zero (0) position. Turn the MAIN pump operator to the 'HAND' position. The main pump will start to and accelerate to approx 28 Hz of motor speed; this is normal. Slowly turn the speed knob clockwise paying attention to the upstream & downstream pressure gauges while filling the lines. If the main pump does not start, quickly turn the main operator to the 'OFF' position & call PPS. On submersible models, this indicates a shaft in the pump assembly that is stuck from dry mud during winterization and will required special procedures to get it unstuck from the pump bearings.

STEP 3:
After the system reaches more than 50psi of water pressure (it may take anywhere from 10 minutes to approx 2 hours, depending on the area it was designed for), turn the switch on the MAIN operator to the 'AUTO' position.

STEP 4:
After the system has achieved the desired set point reference, switch the LAG operator to the 'AUTO' position.

STEP 1:
Turn all operators (pg. 8 fig. 3,4,5,6) to the **'OFF'** position before turning on power. Turn on power & wait for the **SYSTEM FAULT** lamp to go out. If the fault lamp does not go off, see the diagnostic section.

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STEP 2:
If the system is already filled with water with a minimum of 20 PSI or more, turn the AMIAD & PONY operators to the 'AUTO' position. The pony pump should start. Wait at least five minutes, and then turn the MAIN operator to the 'AUTO' position. The main pump should start. After the pressure has reached 50 PSI or more, turn the LAG operator (if the system is equipped with the pump) to the 'AUTO' position.

NORMAL OPERATION : System Shutdown

STEP 1:
Turn operators to the **'OFF'** position in the following order (largest last motor to the smallest):

STEP 2:
If the system is going to be off for long periods of time, turn off the main power switch (page 8, figure M). If the system is going to be off for the end of the season, follow WINTERIZATION procedures.

SYSTEM WINTERIZATION: Season Shutdown

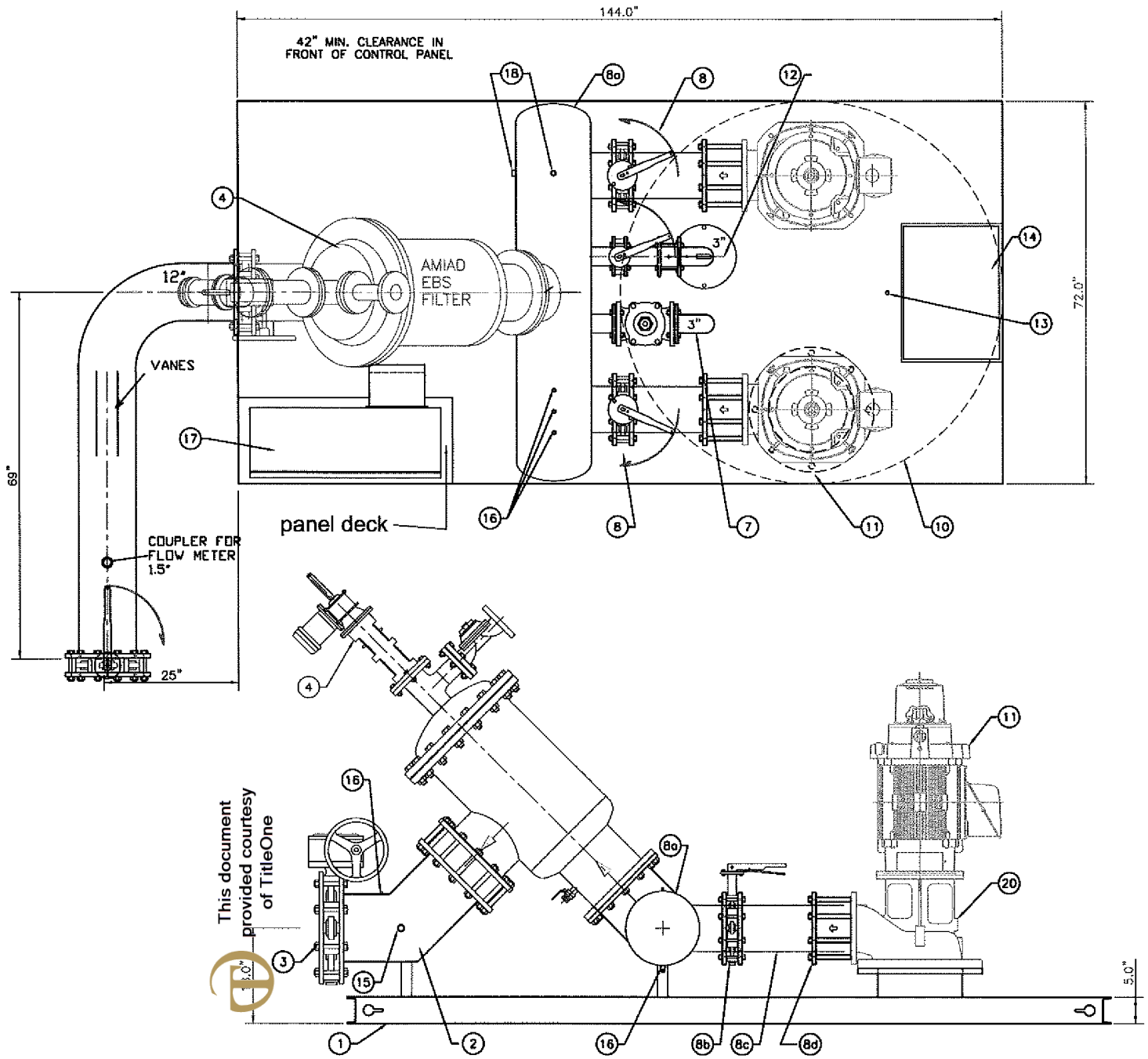
STEP 1:
Follow 'System Shutdown' procedures BEFORE performing winterization. Failure to do so may result in injury & equipment damage. Empty the mainline pressure by relieving pressure outside of the pumping station. Do not attempt to use the pump station to relieve system pressure. Open hose bibb to ensure the pressure is relieved.

STEP 2:
After the system pressure is relieved, open the drain plugs below the manifold header (page 7, figure 18). The pumps are self-draining by their vacuum relief valves, and no maintenance is required. Leave the drain plugs off and store them in a safe place.

STEP 3:
It may be essential and wise to remove the Red Hat valve assy from the blue flushing valve (page 7, figure 20). In extremely cold weather, there have been reported problems of the valves freezing and failures due to water left inside the brass valve assy. It is also recommended to remove the flush valve control filter (page 7, figure 21), and the pressure transmitter unit.

STEP 4:
After the system is winterized, go to the main disconnect switch handle, lock it out with a wire or plastic tie, and tag it with a label " WINTERIZED BY:_____" with a date stamp.

PPS offers a service program that includes all mainline fill, start-up and winterization procedures. For more information call: 208-323-5300



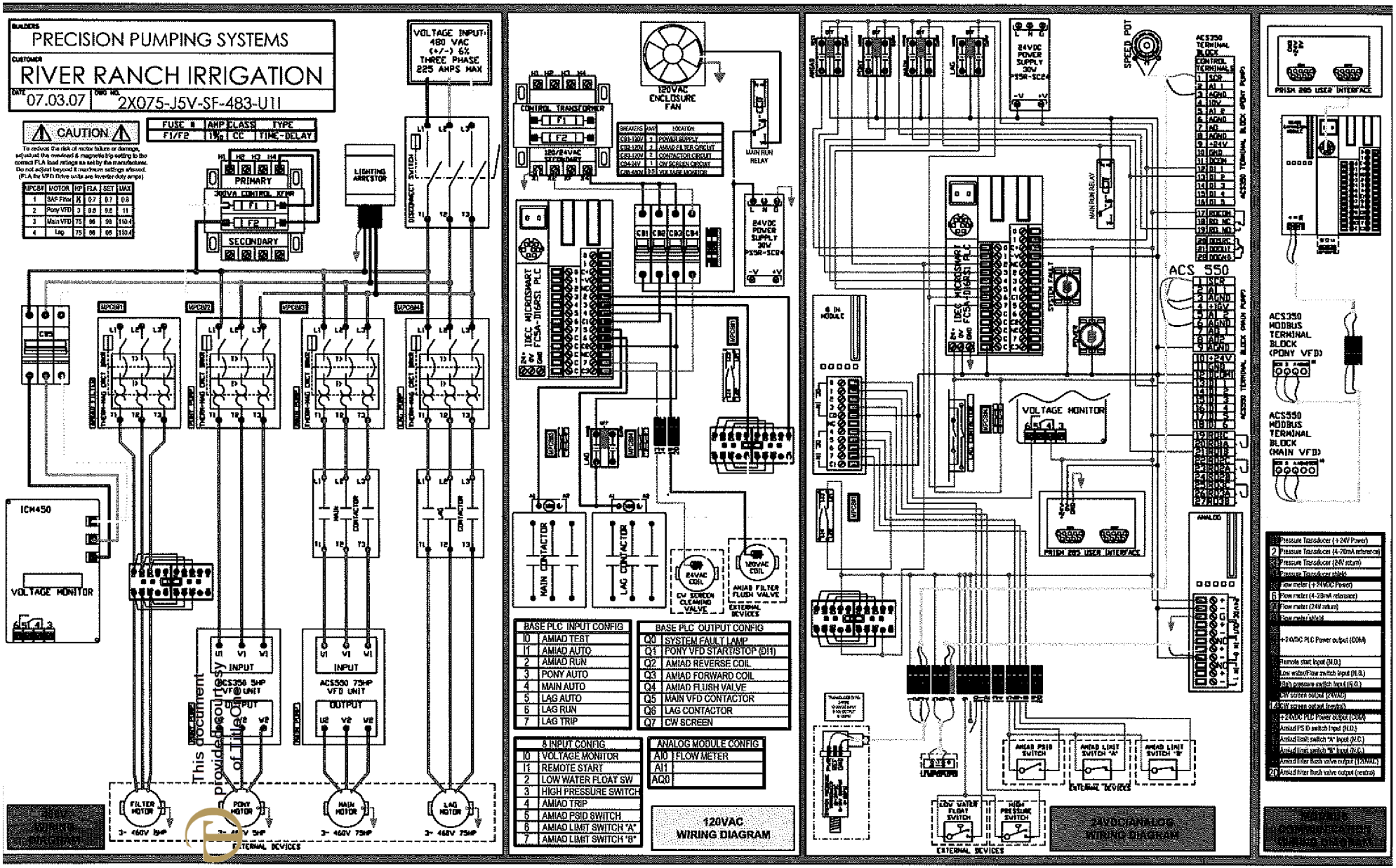
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MODEL 2T75-J5V-2200-80-EBS PREFABRICATED PUMP STATION

LEGEND

1. 6'x12' SKID (Drylac powder coated)
2. 12" DISCHARGE
3. 12" GEAR OPERATED BUTTERFLY VALVE
4. 12" AMIAD EBS AUTOMATIC FILTER
5. 3" CHECK VALVE
6. 12" SWING CHECK VALVE
7. 3" PRESSURE RELIEF VALVE
8. 8" MAIN PUMP DISCHARGE ASSY (x2)
   a. 14" MANIFOLD
   b. 8" LEVEL OP. BFV
   c. 8" SPOOL
   d. 8" SILENT CHECK VALVE
   e. N/A

9. LIFTING HOOK
10. 72" WET WELL (VERIFY DEPTH)
11. 75 HP TURBINE PUMPS 1100 GPM @ 195'
12. 5 HP JOCKEY PUMP DISCHARGE ASSY
13. 1/2" COUPLER
14. ACCESS HATCH
15. 1" HALF COUPLER
16. 1/4" HALF COUPLER
17. UL LISTED TYPE 3R VFD CONTROL PANEL
18. 3/4" HALF COUPLER (AIR RELIEF)
19. 3" BUTTERFLY VALVE
20. DISCHARGE HEAD



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EXHIBIT C

ATTACH STAR RIVER RANCH ESTATES DESIGN GUIDELINES AND STANDARDS

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STAR RIVER RANCH ESTATES HOA DESIGN GUIDELINES AND STANDARDS

This guideline provided courtesy of TitleOne

Below are guidelines and standards for the Star River Ranch Estates HOA regarding the development of all homes and Homesites. These guidelines and standards include the allowable building areas and setbacks, architectural guidelines, and the landscape improvement guidelines. The guidelines and the relative Codes, Covenants and Restrictions are subject to change through time, at the discretion of the Star River Ranch Estates Homeowner's Association (SRREHA). All home and site design shall adhere first and foremost to Star City code and ordinance.

1. STAR RIVER RANCH ESTATES CHARACTER, PLAN AND PROCESS

1.1. STAR RIVER RANCH ESTATES CHARACTER AND PLAN

Star River Ranch Estates Community is located in Star, nestled amidst a rural environment, and bordered by the Boise River. The natural environment surrounding the site hosts a number of wildlife species and naturalized vegetation. Star River Ranch Estates shall portray a "luxurious rustic Idaho" environment. A sense of extravagant spaciousness should be implemented throughout the site, to afford a sense of high quality, comfort, and easy living.

The primary principles guiding the creation and development of Star River Ranch Estates are:

- Community
- Natural Environment
- Diversity, Richness in Architectural Style
- Quality of Life
- Open Space Preservation
- Value

With this in mind, use of natural and/or native materials, natural colors and tones, and craftsmanship in materials and design is encouraged. Other design styles are acceptable if the "high quality" character is conveyed in these styles. These standards are meant to provide Owners, Builders and Designers with guidelines that promote interest, diversity, creativity and yet continuity within this development. Together with the Codes, Covenants and Restrictions, this will ensure that the character and quality of Star River Ranch Estates continues to be enhanced as building occurs.

1.2. STAR RIVER RANCH ESTATES DESIGN REVIEW PROCESS

Residential development of the Star River Ranch Estates community is guided by the Design Review Committee of the Star River Ranch Estates Homeowner's Association, referred to herein as the SRREDRC. This SRREDRC shall be responsible for the review and approval of three essential elements on each residential Homesite; the actual Homesite Grade and Elevation, the Home, and the Home's exterior improvements, otherwise referred to as the Homesite Landscape.

The application submitted and review process involves the following six tasks, which are explained in more detail in the following sections of the guidelines:

TASK ONE:	Homesite & Home: Preliminary Submittals
TASK TWO:	Homesite & Home: Design Revisions and Final Approval
TASK THREE:	Homesite & Home: Construction & Inspection
*	
TASK FOUR:	Homesite Landscape: Preliminary Submittals
TASK FIVE:	Homesite Landscape: Design Revisions & Final Approval

2. STAR RIVER RANCH ESTATES AMENITIES

2.1. AMENITIES, EASEMENTS & RIGHTS-OF-WAY

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As improvements are contemplated for each Homesite, it is important to note the special areas of the Star River Ranch Estates Community. The character of open space has been enhanced with the addition of these amenities and should be considered in all design approaches. The Owner and/or Builder can refer to ILLUSTRATION for delineation of these amenities.

TABLE A: AMENITIES

AMENITIES	Allowed Use	Developed by	Maintained by
Star River Ranch Entry & Entry Drive Streetscape This area is improved as an entry landmark for the residents of Star River Ranch and Star River Ranch Estates	Members of SRRHA and SRREHA	Grantor	SRRHA
Lot 4, Block 4, Phase 1, Common Lot "Amenity" Star River Ranch Common Lot with Recreation building, pool, and parking	Members of SRRHA and SRREHA	Grantor	SRRHA and SRREHA Members requesting use
Beach, Lake, Path & Wetlands Member access and use of the Beach, Lake and Path is restricted Exclusively to homeowners of lots 50, 51, 52, 53, 54, & 55, Block 4 of Star River Ranch Subdivision No. 2 as members of the SRREHOA. Lots 45 & 46, Block 4 of Star River Ranch Subdivision No. 2 may be allowed access and use of the Beach, Lake, and Path pursuant to entering into a license agreement with SRREHOA. The Beach and Lake reserve a restricted zone extending from the lot 50, 51, 52, 53, 54 & 55 corners into the lake 50'. Use of the beach and lake within this restricted zone is limited to the adjacent lot owner.	Members of SRREHA by Membership and Lots 45 & 46, Block 4 of Star River Ranch Subdivision No. 2 by license agreement	Grantor	SRREHA Shall maintain water flow and quality. Routine cleaning of the Beach, Path, Path landscaping and protected wetlands
Protected Wetlands The Wetland Mitigation Site and Buffer Area attached hereto as Exhibit A & B contains wetlands regulated under federal law by the U.S. Army Corps of Engineers ("COE"). The Association and its members shall not take any actions or make any alterations, including the construction of improvements, in the Mitigation Site that would violate any federal or state laws, rules or	Protected Wetlands	Grantor	SRREHA will act as the long-term steward of the Protected Wetlands and will assume responsibility for the long-

regulations applicable to the regulation of the wetlands contained therein. Specifically, there shall be: • No placement of structures or impervious surfaces in the Mitigation Site; • No excavation, grading or fill in the Mitigation Site; • No removal or thinning of vegetation is allowed with the Mitigation Site except for removal of noxious weeds, removal for fire protection or removal of hazardous trees. These specific removals will be permitted in the Mitigation Site without authorization from the COE; • No creation of beaches within the Mitigation Site; • No expansion of areas of landscaping with nonnative species such as lawn or garden into the Mitigation Site; • No filling or dumping will occur in the Mitigation Site; • No placement of additional paths will occur in the Mitigation Site; and • No temporary storage of refuse, yard debris or other material will be allowed in the Mitigation Site.			term protection and maintenance. The Protected Wetlands will be posted with wetland signage that identifies the Protected Wetlands

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TABLE B: EASEMENTS & RIGHT-OF-WAY

EASEMENT / RIGHT-OF-WAY	Width	Designated Use	Developed by	Maintained by
SRRE Community Pathway	5', 6' & 12'	Members of SRREHA by Membership and Lots 45 & 46, Block 4 of Star River Ranch Subdivision No. 2 by license agreement	Grantor	SRREHA

EASEMENT / RIGHT-OF-WAY	Width	Designated Use	Developed by	Maintained by
Irrigation and Drainage Corridors	As per Final Plat of Star River Ranch Subdivision No. 2	Utility Access	Grantor	Within SRRE common Lots SRREHOA
Sewer Corridors	As per Final Plat of Star River Ranch Subdivision No. 2	Utility Access	Grantor	Within SRRE common Lots SRREHOA
Utility Corridors	As per Final Plat of Star River Ranch Subdivision No. 2	Utility Installation, utility maintenance and Access	Grantor	Within SRRE common Lots SRREHOA

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3. STAR RIVER RANCH ESTATES HOMESITES

3.1. HOMESITE SETBACKS

Building Setbacks are established pursuant to the City of Star for setback in R2

3.2. BUILDING ENVELOPES

Building Envelope Layouts for all Homesites in Star River Ranch shall be professionally prepared by an Architect or Engineer (Professional) working on behalf of the lot owner and at the lot owners' expense, capable of uploading the CAD drawings from the Engineer of Record of Star River Ranch Subdivision No. 2 including all lot boundaries and easements. Professional shall produce a lot specific site plan (Site Plan) for owner. The Site Plan shall include all dimensioned lot boundaries, all easements with dimensions, all setbacks with dimensions, base flood elevation, lot finish grade elevation, finish floor elevation and shall reflect a building limit line (Building Envelope). The Site Plan reflecting the Building Envelope shall be submitted to the SRREDRC with the preliminary submittals.

The building envelope shall contain all of the site's hardscape improvements, including but not limited to the house, the patios, pools, ancillary structures and buildings and their related improvements. Noted exceptions to this standard are the allowance of utility routes and connections, and driveway, sidewalk and pathway access points and alignments.

Areas inside or outside of the building envelopes that are improved and/or landscaped by Grantor are to remain as originally improved and undisturbed by any one or group of residents. These areas shall enhance the Star River Ranch Estates community and be maintained by the Star River Ranch Estates Homeowners Association.

The landscape area installed by grantor between the ribbon curb and the meandering sidewalk shall be unaltered with the exception that each lot shall install a driveway approach between the curb and sidewalk. The approach shall be exclusively brushed concrete to match the existing curb and sidewalk. Once behind the sidewalk the driveway can be of alternate material and finish approved by the SRREDRC. The existing landscaping shall be neatly cut at the driveway approach boundaries, the existing irrigation will be capped and relocated to provide proper irrigation at both edges of the approach. The approach shall be completed before any other work on the lot starts and shall be the only point of ingress/egress to and from the lot. The only exception shall be on lots 50 and 51 where access can be taken directly off Buena Vista Ln. Upon completion of the driveway approach the landscaping shall be repaired immediately and restored to the condition existing before the approach was installed. In all cases it is imperative to locate driveway approaches uniformly spaced between existing trees. In the event the driveway approach conflicts with existing trees the trees may be relocated or replaced with similar caliber trees.

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3.3. HOMESITES ON MULTIPLE LOTS

If and when an Owner combines two or more residential lots, the Owner must submit the proposed combined lot plat to the SRREDRC for review. If combination of multiple lots is approved by the SRREDRC the owner will have to proceed with all governmental required processes for combining lots. Then upon successful combination of the multiple lots the owner of the combined lots will submit a Site Plan including the Building Envelope to the SRREDRC.

3.4. BUILDING ENVELOPE AND SETBACK WAIVER

The Building Envelope shall contain all of the site's hardscape improvements, including, but not limited to the house, the driveway and its turnarounds, guest parking, patios, pools, ancillary structures and buildings and their related improvements. While this standard remains a requirement, it is acknowledged that each residential lot possesses its own character and individual aspects and may sometimes pose a challenge throughout the architectural design processes. Owners and their Architects may find that creative solutions to meet these challenges may impact these building envelopes and relative setbacks. Therefore, any and all residential designs that encroach or impact beyond the designated building envelope or into established setbacks shall be submitted to the SRREDRC for review and evaluation prior to any relative development and determination of appropriateness of these submittals shall be at the sole discretion of the SRREDRC.

3.5. ARCHITECTURAL FOUNDATIONS; ELEVATIONS & GRADE

The Star River Ranch Estates community has been developed to achieve proper and positive protection from flood damage. All lots have specific areas that have been rough graded and filled to an elevation above base flood elevation. The Professional preparing the Site Plan shall verify base flood elevation and shall design the finish grade of the Site Plan including finish floor elevation adequately above base flood elevation. The finished elevation of an architectural foundation cannot be established lower than the existing grade on each Homesite, with the exception being the excavations required to construction the foundation. The finished grade of a foundation can be raised above existing finished grades, however, and appropriate structural fill materials imported to achieve this. Failure to comply with this requirement shall be at Owner/Builder's sole risk and Owner/Builder shall hold harmless and forever indemnify Developer, Grantor and all of their principles, officers, members, affiliates, and successors from any and all claims or losses.

Prior to commencement of any construction activities, it is required that Owners and/or Builders obtain the services of a professional soils engineer to test the Building Envelope for compaction and soil types. The results of the compaction testing and soil types shall be considered critical to the foundation and structural design. Failure to comply with this requirement shall be at Owner/Builder's sole risk and Owner/Builder shall hold harmless and forever indemnify Developer, Grantor and all of their principles, officers, members, affiliates, and successors from any and all claims or losses.

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Prior to commencement of any construction activities, it is required that Owners and/or Builders obtain the services of a professional Surveyor to certify the Building Envelope. Confirming that no portion of the building envelope encroaches into any setbacks, easements, right of way's or lies below the base flood elevation. Failure to comply with this requirement shall be at Owner/Builder's sole risk and Owner/Builder shall hold harmless and forever indemnify Developer, Grantor and all of their principles, officers, members, affiliates, and successors from any and all claims or losses.

4. STAR RIVER RANCH HOMES

4.1. SUBMITTAL AND APPROVAL PROCESS

It is the intent of the Star River Ranch Estates Design Review Committee to accommodate a diversity of quality home styles while maintaining a character of relaxed luxury living within Idaho's natural surrounds. The SRREDRC will carefully review each Home plan set submitted, to determine the appropriateness of the home design and materials in supporting this character, and their relationship to the site and the existing surrounds; inclusive of the homes built nearby.

TASK ONE: Homesite & Home: Preliminary Submittals

Owner and/or Builder shall prepare and submit a preliminary Home Design for review by the SRREDRC. This submittal shall include all requirements below:

Architectural Plans illustrating the following:

- Construction/Building Regulation Conformance Submittal
- Construction Area & Limit Lines Plan
- To include:
- Property lines
- Building Envelope and Setbacks
- Easements
- Construction Deposit
- Site Existing Grade Plan including base flood elevation
- Foundation Finished Elevations
- Finish floor elevations
- 1/4" or 1/8" scale Final Floor Plans
- 1/4" or 1/8" scale Final Colored Exterior Elevations (all sides)
- Building Rendering (optional, and/or at the discretion of the SRRDRC)
- Materials Schedules, inclusive of the following:
- Color samples (4" x 4" minimum)
- Color photographs (4" x 4" minimum) of roof finish materials, window frame color & styles, masonry, natural stone, shutter, railings, and other similar material elements.

A completed "Homesite & Home Submittal Checklist," **Appendix A**

The SRREDRC shall then review the submittals and make recommendations for approval and/or revisions. The Owner and/or Builder shall then proceed with TASK TWO, prior to completion of construction documents, or initiation of Homesite or Home construction.

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Allow 7 business days for a response to the original submittal. The response will be either "approved," "approved with conditions" or "denied – resubmit." The submittal fee is $750.00. If a submittal is marked "denied – resubmit" twice, the third submittal must be accompanied by an additional $500.00 re-submittal fee, out of which hourly review fees shall be debited, and the balance returned to the Owner/Builder. Allow 5 business days for a response to each resubmittal. Submittals must be approved prior to start of construction.

"Out buildings" that do not coincide with the Residence submittal require an additional Architectural Standards submittal to, and approval by the SRREDRC. The fee is $300.00 for "out building" less than 250 square feet and lacking utilities. For "out buildings" 250 square fee and larger and those requiring utilities, the full fee is required. All fees are subject to change as deemed appropriate by the SRREDRC.

TASK TWO: Homesite & Home Design Revisions and Final Approval

Upon receipt of SRREDRC initial review and recommendations of the Home Design, the Owner and/or Builder shall review and make revisions as required by the SRREDRC. This revised Home Design shall then be resubmitted with one full set of Construction Documents, concurrent with the applicant's required submittal to the governing municipality for builder permit plan check. The SRREDRC shall review this final submittal for Final Approval, and any deviation from the approved TASK ONE Preliminary Phase submittal will be cause for disapproval and stop work of the project.

TASK THREE: Homesite & Home Construction & Inspection

Upon final approval of the Home Design and Construction Documents by the SRREDRC, the Owner and/or Builder shall procure all necessary and required permits in accord with local code and ordinance and shall initiate construction of the Home and Homesite.

The SRRDRC shall inspect construction throughout the construction activities to ensure conformance to the approved documents. Should the construction waiver from the approved documentation, the construction activity shall be halted, and a conference with the SRREDRC and the Owner and/or Builder shall occur prior to resuming construction activities.

The Owner and/or Builder shall request two inspections by the SRREDRC during the Home development phase. The Owner and/or Builder shall grant 3 working days' notice to the SRREDRC in scheduling these inspections. The first site inspection shall occur when the building exterior framing is complete. Approval of the framing by the SRREDRC must be achieved prior to initiation of exterior construction. The second site inspection by the SRREDRC shall occur after the final building exterior finish materials and colors are complete.

A report will be issued by the SRREDRC to the Owner and/or Builder after each site inspection. Any deviation from the approved Preliminary Phase submittal or subsequent inspection approvals will be cause for disapproval and stop work of the project.

4.2. ARCHITECTURAL STYLES

Star River Ranch Estates Subdivision will not restrict architectural styles. Styles selected by the Builder and/or homeowner will however portray a relaxed luxury, an image of high quality amidst the surrounding rural context.

4.3. BUILDING SQUARE FOOTAGE MINIMUMS

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Star River Ranch Subdivision will require building size minimums that shall be considered the minimum livable square footages allowed. The minimum square footages shall be exclusive of garages, patios, or porches. The minimum livable square footage for a single-story structure shall be **4,500** square feet and the minimum livable square footage for a 2-story structure shall be **5,500** square feet. Split level entry structures or structures with any form of livable basement are prohibited.

4.4. BUILDING ELEMENTS

Home floor plans need to display significant projections and recesses. Major building elements and/or projections and recesses will be a minimum of 4 feet. Minor building elements such as bay windows or decorative massing features will project and/or recess a minimum of 2 feet.

Vertical building massing, exterior walls and roofs must display significant height variation and design planes. Variations will be a minimum of 2 feet. Design planes consist of gable ends, overhangs, balconies, window shutters, porches, and the like. Continuously even wall plane heights are not acceptable.

4.5. ROOFS

Roofing materials are restricted to concrete tile, slate or Tesla and need to harmonize with the home design. Roofs will be varied in height. Continuous roofs will be interrupted with gables, dormers, hips, and other features. Roofs are not to dominate the home design. The roof pitch will be consistent throughout the home design.

Composition Shingles and wood shake or shingles are prohibited. Metal roofing (steel, aluminum, or copper) is prohibited except for minor accent purposes.

Roof Fascia and Barges shall be stepped. An example would be a 4" trim applied over an 8" trim and in all cases the base trim shall have a minimum profile of 8". Fascia shall not require the step element in the event that gutter is being installed over the fascia. Roof overhangs shall be designed with a minimum depth of twenty-four inches (24"). Home designs featuring a narrow fascia, or no fascia will be denied.

4.6. EXTERIOR HOME ELEVATIONS / SIDING

Quality materials and color selections are encouraged. An overall character of solid mass and stability is sought in the appearance of the Star River Ranch Estate homes.

For this reason, Hardboard, Vinyl and Cement Fiber siding will not be allowed. Board and Batt pattern siding will not be allowed, Natural wood (veneer or solid) options are allowed installed in a horizontal lap application.

Stucco is approved provided it is a true 3 coat application. Lath installed to code over 2 layers of 60-minute paper, scratch coat, brown coat, and color coat. Color coat can be true colored stucco or Dryvit finish. Trim around windows, doors and other applications can be built up foam veneered

with stucco and color coat. The use of one coat or EIFS systems is prohibited. Finish and texture samples are to be submitted to the SRREDRC for approval.

Natural stone is approved. Tight grout is preferred. Simulated stone products are acceptable if they are comprised of individual "stone" units laid up by masons in a ledgestone application. All stone applications shall extend to an elevation below finish grade concealing the foundation. All such enhancements shall be approved by the SRREDRC.

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Brick of any sort is prohibited.

Home exterior designs will include a minimum of two primary materials on each exterior building elevation, with the materials "wrapping" the home, rather than acting as a veneer or façade on one face of the home. Avoid exclusive use of one material on the entire home, particularly street facing facades will display two or more materials used in abundance, with these materials continuing on each side of the home. The sole use of low wainscots does not constitute an "abundance" of such material, where a full wall height of such material will. Soft, muted and/or natural color tones are preferred. Bright, loud, and highly contrasting colors are not allowed. Materials and colors beyond those described herein shall be highly scrutinized, and their appropriateness determined by the SRREDRC.

4.7. EXTERIOR HOME ELEVATIONS / WINDOWS

Window products and styles must be compatible and support the design style portrayed by the proposed home. Heavier profile frames and sashes typically convey the stability, mass and character sought for the Star River Ranch Estates community.

The use of wood or aluminum clad wood windows is highly encouraged. Copper clad is acceptable. When using vinyl windows, the visible portion of the window frame that is attached to the home shall be of one and one-quarter inch (1¼") minimum width. This frame profile width is intended to equal the width of typical wood window frames. Vinyl window units with "narrow" frames will not be considered. With any window type, mutton grilles (simulated divided light) shall be either true divided glazing or grilles attached to both the exterior and interior glazing faces.

4.8. GARAGES

Garages shall accommodate a minimum of 4 vehicles. Garages and garage doors are preferably oriented to minimize impact from the street, side entry garages are highly recommended in all cases where the lot is suitable for side entry. For designs that orient garage doors to the street, it is strongly recommended to set the garage further back from the street than the occupied portion of the home, with the forward-facing garages not exceeding 50% of the overall home front street elevation. Screening of garages and motor courts facing the street with Architectural wall features including walls and columns is encouraged. Installation of individual gates on private driveways is approved.

Garage door building faces will be broken into offsets, material changes and perhaps diverse roof orientations to add interest and scale. Additionally, "Carriage" doors and garage door appliques are encouraged to enhance street views of these frontages.

Open garages will not be considered. Oversized and/or RV garages and detached shops will be considered on a site-by-site approval and only when the entry face of the oversized garage, RV garage or shop can be placed a minimum of 40' behind the required front setback requirement. The side elevation of an oversized garage shall be required to be as architecturally pleasing as the

front elevation of the home and both front and side elevation detail shall be closely scrutinized by the SRREDRC. Please refer to Section 5.3: "DRIVEWAYS AND GARAGES" for related direction.

4.9. ADDRESS NUMBERS & SIGNAGE

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Numbers shall meet the local building codes. The numbers and/or lettering styles, colors, materials, and finishes will be compatible with the home design. The scale of the signage will harmonize with the home design scale.

Design Examples that need improvement to result in positive use of Home Guidelines.

Driveway and garage doors are too dominant. The variation in materials is not acceptable. Window detailing and trim is not distinct. White window frames promote too much contrast to finishes and colors. Roof is too dominant. Floor plan projections and recesses are not acceptable.	Front elevation shows good use of varying heights, though side elevation does not. No variation in form, wall heights, façade treatment or material usage. Blank wall and garage doors face the street without interest in design. Window detailing and trim not significant and frames do not harmonize with adjacent finishes.	Not enough floor plan projections and recesses. Upper window trim and frames exhibit too much contrast. Driveway, garage, and roofs are too dominant. The use of multiple materials is not adequate.

4.10. EXTERIOR WATER CONTROL

Water from roofs needs to be managed by either providing a gutter/downspout/drainage system or gutterless/drainage system that does not stain the structure with water or dirt. The "drainage system" will convey the water away from the building in a manner that is not detrimental to the life or appearance of the landscaping or building structure. Water containment will not cause objectionable odors, erosion, or health hazards such as insect life. All foundations shall receive a waterproof treatment below finish grade to the bottom of footing around the entire perimeter to prevent water infiltration into the crawl space.

4.11. AREAS OF CONCERN

No house plan is to be repeated within the Star River Ranch Estates Subdivision. Homes using only one material, or a second materials as minor accent or trim will not be allowed. Exterior window and door frames whose colors contrast sharply with adjacent exterior wall and trim materials colors will not be allowed. An example of contrast is beige exterior walls, darker beige window trim and/or detail and white window frames that do not relate to any other white colors on the building. Flat and/or minor window and door trim will not be allowed. "Flat" is defined as a plane offset of less than 1 inch from face of siding to face of trim.

4.12. OUT-BUILDINGS & STRUCTURES

Out-buildings & Structures are any structures with a permanent roof and contain a floor plan larger than 48 square feet and are not the primary residence. Cloth and/or fabric roofs are not considered permanent. These building elements will be of the same architectural style, materials, finishes and colors as the home. If an out-building or structure is submitted along with the home design, there is no extra fee. Buildings or structures submitted any time after the initial home design is approved will require a separate Architectural Standards submission and fee, per TASK ONE, above.

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4.13. BUILDING ADDITIONS AND EXTERIOR REMODELING

Any building additions and/or exterior remodel will require an Architectural Standards submittal to, and approval by the SRREDRC.

4.14 Fireplaces

All fireplaces shall be properly flued through framed or masonry chimneys extending through the roof to code required heights. Direct Vent or through wall discharges are prohibited

5. STAR RIVER RANCH ESTATES HOMESITE LANDSCAPES

5.1. SUBMITTAL AND APPROVAL PROCESS

It is the intent of the Star River Ranch Estates Design Review Committee to accommodate a diversity of site and landscape styles while maintaining a quality, relaxed, and spacious character throughout the community. The SRREDRC will carefully review each Homesite plan submitted, to determine the appropriateness of its style and use of materials in relation to the site and the existing surrounds; and to ensure that it offers smooth transitions between it and other homesites and common areas.

TASK FOUR: Homesite Landscape: Preliminary Submittals

No less than 60 days prior to completion of the Home or certificate of occupancy, the Owner and/or Builder shall prepare and submit a preliminary Homesite Landscape Design for review to the SRREDRC for the front yard landscaping and upon receipt of the landscape design approval shall commence and complete the front yard landscaping prior to occupancy. Occupancy before completion of the front yard landscaping is allowed only in the case of severe weather conditions preventing installation and completion of the front yard landscaping and in that event Owner and/or Builder shall provide SRREDRC with copies of 3 proposals to complete the front yard landscaping. The average of the 3 proposals shall be the accepted value (Value) to complete the front yard landscaping and an amount equal to 120% of the Value shall be retained in escrow or deposited into an account held jointly between the SRREDRC and the Owner and/or Builder (Surety). As soon as the SRREDRC determines that the weather is suitable to commence landscaping of the front yard the SRREDRC shall submit 30-day notice (Notice) to commence landscaping to the Owner and/or Builder. Owner and/or Builder shall commence landscaping within 30 days of receipt of the Notice and shall complete the landscaping within 60 days of commencement. Failure to commence within 30 days will result in forfeiture of the Value held in escrow or in the joint account to the SRREDRC and SRREDRC shall commence with the landscaping. SRREDRC assumes no responsibility for the cost of the landscaping but shall exercise reasonable effort to complete the approved landscaping for an amount equal to or less than the Surety). Prior to occupancy of the Home, the Owner and/or Builder shall prepare and submit a preliminary Homesite Landscape Design for review to the SRREDRC for the side and rear yard landscaping. Upon receipt of approval of the side and rear yard landscape design, Owner

and/or Builder agree to complete the side and rear yard landscaping within 180 days and shall maintain the side and rear yard trimmed and free of any weeds exceeding 2" in height until the landscaping is complete. Failure to complete the side and rear yard landscaping will result in a fine being assessed against the lot equal to $75.00 per day. Landscape design submittal shall include all requirements below.

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- Landscape Site Plan illustrating the following:
  - Construction/Building Regulation Conformance Submittal
  - Construction Area & Limit Lines Plan
    To include:
    Property lines
    Building Envelope and Setbacks
    Easements
    Construction Limit Lines
  - Site Existing Grade Plans
  - Foundation Finished Elevations
  - House Floor Plan w/ windows and doors, and relative structures accurately located on lot
  - Proposed hardscape improvements: pathways, patios, decks, pools, spas, etc.
  - Proposed landscape improvements: trees, shrubs, groundcovers, perennials, annuals, and vines
- Materials Schedules, inclusive of the following:
  - Plants, Trees, shrubs, groundcovers, grasses, vines: botanical species, quantity, size, and color
  - Fixed Pavement, pavers, decks, concrete: type, installation method/detail, color
  - Fence alignment and materials type, installation method/detail
- Material Samples of Loose Materials
  - Boulders, gravels, mulches, cobbles: type/color samples in quart size bags
- A completed "Homesite Landscape Submittal Checklist," **Appendix B**

The SRREDRC shall then review the submittals and make recommendations for approval and/or revisions. The Owner and/or Builder shall then proceed with TASK FIVE, prior to initiation of Homesite Landscape improvements. All submittals must be approved by the SRREDRC prior to initiation of site improvements.

Allow 7 business days for a response to the original submittal. The response will be either "approved," "approved with conditions" or "denied – resubmit." The original submittal fee is $500.00 If a submittal is marked "denied – resubmit" twice, the third submittal must be accompanied by an additional $300.00 re-submittal fee, out of which hourly review fees shall be debited, and the balance returned to the Owner/Builder. Allow 5 business days for a response to each resubmittal. Submittals must be approved prior to start of construction.

Landscape improvements, such as swimming pools or spa installations that do not coincide with the initial Homesite Landscape Design submittal require an additional SRREDRC submittal and review. The fee is $300.00 for each of these independent improvements. All fees are subject to change as deemed appropriate by the SRREDRC.

TASK FIVE: Homesite Landscape: Design Revisions & Final Approval

Upon receipt of SRREDRC initial review and recommendations of the Homesite Landscape Design, the Owner and/or Builder shall review and make revisions as required by the SRREDRC and resubmit for final approval by the SRREDRC.

TASK SIX: Homesite Landscape Construction & Inspection

Upon final approval of the Homesite Landscape Design by the SRREDRC, the Owner and/or Builder shall procure all necessary and required permits in accord with local code and ordinance and shall initiate construction of the Homesite Landscape improvements. Front yard Landscape improvements per the approved Homesite Landscape Design plan shall be completed prior to occupancy with the only exception being adverse weather pursuant to the terms defined in 5.1 (TASK FOUR). Side yard and rear yard Landscape improvements per the approved Homesite Landscape Design plan shall be completed within 180 days of occupancy or be subject to $75.00 per day penalty to be paid to the SRREHOA.

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The SRREDRC shall inspect construction throughout the construction activities to ensure conformance to the approved documents. Should the construction waiver from the approved documentation, the construction activity shall be halted, and a conference with the SRREDRC and the Owner and/or Builder shall occur prior to resuming construction activities.

5.2. GRADING & DRAINAGE OF NATURAL AND HARDSCAPE FEATURES

Grading and Drainage are crucial to the health and management of the Star River Ranch Estates community. Grading for Residential Lots within Star River Ranch Estates shall minimize alteration of the site's existing grades, and architectural and new improvements shall "naturalize" within the site. All stormwater drainage shall be retained on the Homesite. No stormwater shall be permited to drain onto an adjacent lot.

All topsoils removed from the site shall be stockpiled and reused on the site in designated landscape areas. Fills of gravel and road mix shall only be replaced on the site, in areas that will be finished with hard materials. If fills exceed available, acceptable, and appropriate cut materials as defined, appropriate fills shall be imported to restore the grades to the approved elevations in areas of structural improvement only. In areas of site landscaping, appropriate topsoils shall be imported to provide a healthy medium for all site landscaping. All cuts, fills and movement of grade shall result in smooth transition at the top and bottom of all slopes, to result in a natural appearance, blending with the surrounds, and extending natural landforms. Natural grades are to be used instead of structured retainage wherever possible, with no grade exceeding a 10:1 slope.

House Pad and Foundation

Architectural Pad and Foundation elevations shall minimize cut and fill, and work to balance the two. Each pad/foundation shall fit the contour of the exiting grade in as much as possible. All Homesites shall be graded to result in positive drainage from all foundations/pads, at a minimum of 2% for a minimum distance of 10' from the foundation/pad. Changes in elevation shall be achieved by alteration and diversity of architectural design, and not through alteration of the existing grade contour. Overall site grading shall be achieved to blend with adjacent Homesites, and to ensure that no obstacles are created which would impair positive drainage from all structures or impair the existing mass grading and drainage plan.

5.2.1. SEATWALLS AND RETAINING WALLS

Low seatwalls, retaining walls, benches and terracing may be allowed within the building setbacks, and shall be built exclusively with drystack cut sandstone with chiseled face matching exactly the existing sandstone retaining walls prevalent throughout Star River Ranch to blend with the existing surrounds and in support of positive drainage functions. These features shall be designed to blend with the natural grade, using materials similar to other architectural and landscape elements of the Homesite, to result in naturalized transitions from one area to another, and utilizing landscape plant

materials to enhance their appearance. The use of railroad ties treated with creosote, engineered concrete segmental walls and precast concrete retaining walls are prohibited.

5.2.2. BERMS

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Berms are areas of mounded grade, created for character, privacy, and division of space. When planted with trees, shrubbery and non-lawn species, berms can be graded to a maximum 3:1 slope. When berms occur in the lawn, they shall be graded to a maximum 5:1 slope.

5.2.3. NATURAL DRAINAGE COURSE

All lots in Star River Ranch Estates are graded flat at an elevation above Base Flood Elevation. The south edge of all lots are graded with a 10:1 slope to an elevation of 2450, Alternately, they may be terraced with 1' steps at 10' intervals with the lowest terrace connecting to the beach retaining wall at 18' width. Each terrace shall be grades with a slight swale in the center to mitigate runoff from terrace to terrace. The lowest terrace shall be swaled a minimum of 4' from the beach wall with a continuous French drain. The French drain shall be 4" perforated pipe minimum and shall be connected to the existing drains into the lake. Each lot contains 2 landscape drains with cast iron grates. They sit directly on top of the 6" drain that goes into the lake. It is imperative to maintain the swale and French drain to capture all runoff water and prevent runoff from going over the top of the retaining wall and washing onto the beach. Each lot owner is responsible to maintain the drainage off their lot into the French drain and prevent flow over the wall and may need to install additional landscape drains throughout their landscaping and pipe it into the drainpipe under the existing landscape drains. Each lot owner is responsible to immediately repair any beach erosion resulting from runoff from their lot.

STAR RIVER RANCH ESTATE LAKE

The Star River Ranch Estate Lake shall be preserved and protected from stormwater runoff, erosion, and sediment by all Owners of lots contiguous to the lake. Each Star River Ranch Estate Lot is constructed with a 10" pipe extending from below grade within the lot into the lake at a depth of 20' – 25'. Lots wishing to construct a water feature can install a pump with the suction slid through the 10" pipe into the lake drawing cold lake water into their water feature. The drain from the water feature shall be back into the 10" pipe. This will provide a steady supply of cold lake water circulating through the water feature. It is prohibited to add any chemicals into the water feature or into the lake.

5.2.4. CULVERTS AND PIPING

Should the use of culverts and pipes be required in the improvement of a Homesite, these installations shall be reviewed and approved by the SRREDRC in advance of installations. Other drainage improvements, such as headwalls and channels shall be built of stone or other materials and blended with the surrounding elements and shall also be approved the SRREDRC prior to installations.

5.2.5. POOL AND WATER FEATURES

Owners may develop swimming pools and water features, ponds, fountains, etc. within their building envelopes, though all such water features shall function solely from the Owner's Homesite water source unless using the lake water through the provided 10" pipe. Homeowners shall contain all off flow within their Homesite, and avoid directional flow of drainage of these

features, their hardscaping, landscaping, and all structures into adjacent Homesites or Common Areas. All pools must include an ASTM certified safety cover.

5.2.6. SUMP PUMPS

Owners may operate sump pumps as necessary, containing all off flow within their Homesite, and avoiding directional flow into adjacent Homesites.

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5.2.7. IRRIGATION DRAINAGE

Irrigation drainage shall be kept to a minimum in efforts to conserve water, and to diminish erosion. Owners shall install efficient irrigation systems and monitor their operation to ensure that the system maintains a continuous efficiency. Drip irrigation is required in all planter bed areas and spray irrigation in planter beds is prohibited. Irrigation water use can be conserved with the application of water-conserving plan materials, as designated in TABLE C. All irrigation drainage shall be maintained on the Homesite. Drainage onto adjacent lots is prohibited.

5.2.8. REVEGETATION

All grades affected or disturbed by construction shall be revegetated with approved plant seed mix; See TABLE C. A revegetation plan and schedule shall be submitted to the SRREDRC with initial submittals, and schedule amendments submitted to the SRREDRC as construction schedules are amended. The SRREDRC shall approve ultimate schedule for revegetation in accordance with seasonal climate and optimal success of revegetation.

5.3. IMPERVIOUS SURFACES

Homesites shall be required to provide "hardscape" driveways into their garages, and may provide guest parking, patios and other hardscape surfaces as granted herein. The total amount of this hard surfacing; or impervious paving, when added together with the overall footprint of the Home cannot exceed 60% of the overall lot without specific approval of the SRREDRC.

5.4. DRIVEWAYS AND GARAGES

Driveways and garages shall be designed and sited to blend with the natural grade, minimizing disruption to the Homesite, and landscaped to minimize visibility from adjacent lots, view corridors and the street. They shall be sited to minimize entry focus on the garage and maximize entry focus on the pedestrian entry to the house.

Entry walkways should come from the street to the entry, and use of the driveway as, or as a portion of an entry walk shall be avoided. If a driveway is used to accommodate a route to the front entrance of the house, the driveway shall be designed more as a courtyard, with pavement patterns and such to support more of a pedestrian use area. Please refer to Section 5.7: "WALKS, PATHWAYS, PATIOS AND DECKS."

All driveways shall be long enough to accommodate guest parking without parking encroachment onto the sidewalk and shall accommodate a minimum of 3 guest parking spaces in an area separated from owner/residential parking, wherever possible.

Driveways shall be paved from the street and into the garages, using acceptable materials such as concrete or colored concrete, stone, and pavers that blend with the surrounding elements and

compliment the architectural aspects of the house and landscape. Asphalt driveways and hardscaping is prohibited.

5.5. PARKING REQUIREMENTS

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As parking can sometimes cause neighborhood conflict, Star River Ranch Estates has developed guidelines for parking and the design of parking on Homesites.

5.5.1. ON STREET PARKING

On street parking on Buena Vista Lane is prohibited with the exception of occasional special event where overflow parking is required beyond the parking capacity of the hosts lot. In this event the on-street parking is limited to a single row parked against the vertical curb on the north side of Buena Vista Ln. Parking on the south side of Buena Vista Ln is absolutely prohibited. Driving or parking in the landscaping along Buena Vista Ln is prohibited and subject to severe penalties. The owner of any lot that drives on or parks on or has guests, visitors or deliveries that drives on or parks on any landscaping along Buena Vista Ln shall be fined $1,000.00 per occurrence. The fine shall be used to repair any damaged landscaping or irrigation and the balance shall be released to the Declarant.

On street parking of trailers, boats, recreational vehicles, motor homes, buses, campers, snowmobiles are permitted for a period not exceeding 12 daylight hours for the purpose of loading for use and unloading after use. On street parking of unlicensed cars and/or trucks is prohibited. On street parking of any commercial vehicles or vehicles displaying trade names or advertisement is prohibited.

OFF STREET PARKING

The development of Guest Parking is encouraged for each Homesite and sited to ensure that no encroachment shall occur on the sidewalks. All parking, Owner, and guest, shall be arranged to entirely clear the sidewalk area relative to each Homesite.

Owners shall include the storage of recreational vehicles including, but not limited to trailers, boats, motor homes, buses, campers, snowmobiles, or unlicensed cars and/or trucks within their site plans, to ensure that proper parking and screening with architectural and planting elements is implemented. Any such vehicular storage is not permitted until relative plans illustrating the required architectural and planting screen elements are submitted to the SRREDRC for review and approval. All vehicles shall be perked inside garages of fully screened from view from Buena Vista Ln or the adjacent lots. Commercial vehicles or any vehicles bearing trade names, logos, business names or advertisement of any sort shall be parked inside garages or entirely screened from view from Buena Vista Ln or the adjacent lots.

5.5.2. PARKING AT COMMON LOT 4, BLOCK 4, PHASE 1

The common lot located at lot 4, block 4, Star River Ranch Subdivision No. 1 (Common Lot 4,4,1) shall be improved at the sole discretion of Grantor. In the event that Common Lot 4,4,1 is improved with off street parking the parking is restricted and shall be used for Common Lot 4,4,1 activity only. Owners shall not utilize the Common Lot 4,4,1 parking for their guests or visitors to private residences.

Common Lot 4,4,1 events may result in a need for additional parking beyond the spaces available, in which case, on street parking is allowed on all streets within the community, with the exception of River Ranch Lane and Buena Vista Ln, upon which parking is restricted.

5.6. UTILITIES

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All Utility easements shown on the Plat of Star River Ranch Subdivision No. 2 within Star River Ranch Estates are to remain free of structure, hardscape encumbrances and landscape improvements other than lawn or naturalized law, to afford future access to utilities or defined uses. Owners shall maintain the landscape within easements on their property in keeping with the site maintenance standard required throughout the community.

5.7. SERVICE AREAS

The service areas of each Homesite are defined as those providing routine utility servicing and maintenance through time, to include trash collection and meter access. These areas are to be maintained in a clean orderly fashion.

The construction of trash enclosures at curbside is not an allowed installation; all trash collection containers shall be stored within garages or architectural screen attached to and constructed of the same architectural elements as the house and kept from street view. All trash collection containers shall be removed from curbside and into garages or trash can enclosures/screens within 24 hours of trash collections.

Meter access shall be blended into the site landscape, and screened from adjacent views, though acceptable access must be maintained. The installation of obstructive plant materials, the siting of fences or walls, and the placement of invisible fencing must avoid impairment to this access.

5.8. WALKS, PATHWAYS, PATIOS, AND DECKS

The Star River Ranch Estates community hosts a pathway for use by its members. Designed to blend with the natural surrounds and it shall be maintained by the SRREHOA.

Pathways, Patios, and Decks developed within each Homesite shall be constructed of materials similar in nature to those chosen for the architectural elements and driveways, with intent to blend these materials with a consistent, unified approach in color, material type and arrangement. Appropriate materials include concrete and colored concrete, pavers, and wood and wood simulated products. "Permarock" type gravels may be used, though should be limited to secondary pathways and garden areas; with color and size mix subject to SRREDRC review and approval.

5.9. RECREATIONAL EQUIPMENT & FEATURES

To maintain the openness of the Star River Ranch community, recreational elements are allowed improvements for each Homesite, though shall be installed, kept, or constructed in accordance with the following guidelines.

The use or installation of temporary or permanent recreational features such as play structures, basketball stands, soccer goals, trampolines and similar items not exceeding 8' in height is accepted in SRRE however, prior to installation the feature shall be submitted to the SRREDRC for feature and location approval. Location of these features shall be restricted to use at the rear of the Homesites, and shall be screened from view by adjacent Homesites, the street, and adjacent or nearby common areas. Noisier activities such as playgrounds and trampolines shall be sited and

screened to prevent disturbance to neighboring Homesites and shouldered with walls resembling the architectural elements of the house, or with taller vegetative screens. These facilities and walls shall be reviewed and approved by the SRREDRC in advance of installations.

All such elements shall be sited a minimum of 30' from any Common Area or lot line.

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5.10. RECREATIONAL USE OF STAR RIVER RANCH ESTATES LAKE, BEACH, AND PATH.

Access to the Star River Ranch Estates Lake, beach and surrounding path is exclusive to the Members owning lots 50, 51, 52, 53, 54, & 55, Block 4 of Star River Ranch Subdivision No. 2 as members of the SRREHOA. Lots 45 & 46, Block 4 of Star River Ranch Subdivision No. 2 may be allowed access and use of the Beach, Lake, and Path pursuant to entering into a license agreement with SRREHOA. There shall be no trespassing on private properties to access the lake.

There shall be no patios, docks or other structures extending beyond any lot line into the lake parcel. The Retaining wall and stairs along the lake parcel shall not be altered from their current condition with the sole exception that LED lighting may be installed neatly tucked in the notch at the bottom of each step. The beach and rock structures within the lake parcel shall not be altered or modified. No permanent structures of any sort will be allowed on the lake parcel including the beach. Temporary beach chairs, umbrellas and seating is allowed but shall be removed daily and shall not remain overnight. Water toys, floating structures, etc. shall be removed from the lake and beach daily and shall not remain overnight. Non-motorized boats shall be allowed to remain in the lake provided they are tied to the rock structure. They shall not be allowed on the beach except for loading and unloading during use.

Swimming is an allowed use in the lake. Non-motorized boating is allowed. Any and all recreational use of the lake and the adjacent Boise River shall occur at the user's own risk and discretion, and in adherence with the CC&R's.

5.11. SWIMMING POOLS, SPAS AND HOT TUBS

Outdoor amenities such as swimming pools, spas and hot tubs shall be designed to be adjunct to the house, and all relative mechanical equipment placed to minimize audible impact to neighboring Homesites and screened from view. Swimming pools shall be designed and installed in accord to local codes and regulation. They shall be built-in and designed to utilize materials similar in nature to the architectural and landscape elements of the Homesite to result in a unified appearance. ASTM safety covers are required. Secondary pool fencing is prohibited. Above-ground pools are prohibited.

5.12. PET FACILITIES

Star River Ranch Owners shall control the behavior of their pets and confine their unleashed activity to their Homesites. This can be accomplished with the installation of "invisible fence" as kennel installations are not permitted.

Pets of Star River Ranch are to be leashed beyond their resident homes, and Owners shall frequently and consistently clean-up all pet refuse. Owners shall adhere to all CC&R's regarding pet activity and clean-up.

5.13. WALLS, FENCES AND GATES

The installation of walls is allowed when used for screening limited recreational facilities, parking areas, motor courts and garages of each Homesite (see "Recreational Elements" above). These shall be designed to utilize materials similar to the architectural elements of the house and shall be reviewed and approved by the SRREDRC in advance of installations.

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The Star River Ranch community shall preserve the open and expansive appearance of the community, discouraging the use of fences. However, where fences are requested, the use of 4'ornamental iron fence shall be the only fence allowed and shall match exactly the fence currently installed in SRRE.

Should the Owner desire fencing on the Homesite, a request can be made to the SRREDRC for review and potential approval as part of the Homesite Landscape Design Plan process, or as a separate, later submittal per TASK ONE. Fencing layout and detail shall be illustrated on a current Homesite plan bearing all current site improvement information. All fencing will require SRREDRC approval prior to initiation of installations.

Fencing lots adjacent to the lake is prohibited.

5.14. LANDSCAPE STRUCTURES

Construction and installation of landscape structures, including but not limited to arbors, trellises and gazebos are an allowed use within each Homesite building envelope when these improvements do not exceed 8' in height subject to review and approval by the SRREDRC. All such structures shall be designed to complement the site architectural and landscape architectural elements, using similar construction materials to result in a unified approach. Elements exceeding 8' in height require review and approval by the SRREDRC.

5.15. EXTERIOR LIGHTING AND ELECTRONIC APPURTENANCES

Homeowners may install low-to-the-ground outdoor lighting not to exceed 3' in height within the site building envelope. Lighting systems shall be complementary to the architectural style of each home. Low intensity lighting styles directing light down, rather than up shall be used to avoid impact to adjacent Homesites or neighbors across the street or glaring to vehicular traffic. The use of motion or heat sensitive lights is an allowable application, providing that these lights do not light beyond the Homesite building envelope and are controlled with timers to minimize light duration. Light color shall be white or soft yellow, w/ colored light reserved for seasonal holiday lighting in the last quarter of the year within the building envelope.

Satellite dishes and similar elements shall be installed towards the rear of the property and screened from view in all directions. They shall not be visible from Buena Vista Lane, The Lake parcel, or any lots within SRRE.

5.16. IRRIGATION SYSTEMS

The Star River Ranch and Star River Ranch Estates communities possess surface water rights that provides seasonal, pressurized irrigation water to its residents; with flow time controlled by the Canyon Canal Company; generally, from mid-April to October, pending annual rainfall allowances. The Star River Ranch and Star River Ranch Estates communities also have ground water rights that allow the pumping of water out of the SRRE lake to provide pressure irrigation supply to the communities at times before and after the surface water availability from Canyon

Canal Company. The SRRHOA will be responsible for maintaining this community irrigation system and establishing fee assessments for its use. The SRREHOA shall enter into a cost sharing agreement with the SRRHOA and shall reimburse the SRRHOA quarterly for 6/140 of the SRRHOA operation and maintenance costs.

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The Owner and/or Builder may elect to install a cross connection between the Homesite potable water system and the Canyon Canal source. However, the Star Sewer and Water District does not allow for the use of potable water for irrigation purposes. Should the Owner and/or Builder achieve variance of this local regulation in the near or distant future, they must do so in accordance with local code and requirement; inclusive of those levied by the Star Sewer and Water District. Additionally, should this occur in the near or distant future, the Owner and/or Builder shall also install a check valve at their Canyon Canal source, to avoid filling the irrigation system with their potable water source and preventing the Canyon Canal Source from entering the potable water source.

In any case, these Design Guidelines requires the installation of automated, below ground irrigation systems on each Homesite. The irrigation system shall effectively and efficiently irrigate the entire site, though it shall be zoned relative to necessary water requirements of each zone on the site and controlled via automatic controller. These water requirements will vary greatly, dependent on soil conditions and plant materials. Drip irrigation systems may be used outside the manicured areas of the Homesite and is mandatory in planter bed areas to conserve irrigation water, mitigate erosion and weed growth, though it must be automated. All irrigation heads shall be adjusted to minimize run-off, and the spray adjusted to avoid adjacent homes, structures, and hardscape surfaces. No spray shall be allowed on community roadways, sidewalks, or pathways.

5.17. LANDSCAPE PALETTES

Each Owner shall achieve a landscape design that preserves the overall open-space character of Star River Ranch Estates and enhances the intent of spaciousness from one Homesite to the next. This character can be enforced while achieving privacy for each Homesite, with the use of landscape materials appropriately selected and placed. These plantings shall provide screening for privacy, blocking of non-desirable off-site views, and preservation of view corridors for all Homesites. The Homesite Landscape Palette determines the necessary plant materials for each Homesite; addressing type, quantity, and schedule. This palette will ensure a unified appearance throughout Star River Ranch.

General Guidelines

Submittal & Approval / Completion Time

- ❖ All Owners will need to submit a front yard and Landscape Site Plan no less than 60 days prior to occupancy and side and rear yard Landscape Site Plan shall be submitted prior to occupancy.

- ❖ All owners shall install the SRREDRC approved front yard landscaping improvements prior to occupancy and all approved side and rear yard landscaping within 180 days of occupancy.

Site Conditions/Irrigation

- ❖ Each Homesite shall utilize appropriate growth-enhancing topsoil for their landscape improvements. Please refer to "GRADING AND DRAINAGE OF NATURAL AND HARDSCAPE FEATURES," above.

- ❖ All Homesites shall install an automated irrigation systems with controller and zoned separately for lawn and shrub beds. Wherever practical drip irrigation shall be installed for efficient use of water per Section 5.16 IRRIGATION SYSTEMS.

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Trees

- ❖ The Community Pathway adjacent Homesites shall preserve and protect the Grantor installed landscaping along the pathway and shall work to integrate their site designs with this landscaping and pathway. Any damage to the Grantor installed landscaping as a result of construction or occupant activity, guest activity, deliveries, etc. including any vehicular traffic or parking in or on the landscaping shall result in an immediate fine of $1,000.00 for repairs required to return the landscaping to its condition as installed by Grantor. Any surplus funds not required for the repairs shall be paid to Grantor.

- ❖ All existing trees will be protected from damage on or near the Homesite.

Landscape Materials

- ❖ Landscape materials should consist of a unified palette of materials as listed in the Plant Species Table C, using plants that complement each other in a repetitious manner, with the ultimate size of materials as a guide in appropriate placement. It is intended that the resulting landscape look blended and not fragmented with "one of each" species used.

- ❖ Landscape plant materials shall be selected with conservation of water as a primary concern. Ultimate size of plant materials should be considered to avoid excessive pruning and cutting, and native species are strongly encouraged.

- ❖ The rear yards of Homesites shall be landscaped to create adequate privacy for the Owners, and screen outdoor facilities and features from off-site views.

- ❖ Owners are encouraged to install larger plant materials to afford a mature landscape appearance early on Homesite development.

- ❖ Manicured lawns shall be restricted to that portion of the lots that are not landscaped by grantor and sodded with approved sod materials, per TABLE C, below.

Mulch

- ❖ Mulch materials shall be used to afford water conservation and control weed growth. All shrub beds shall be mulched with a three-inch (3") depth of Cascade Compost. All mulch applications shall occur upon completion of required installations of shrub and other small plant materials.

Maintenance

- ❖ Each Owner shall maintain the irrigation system and landscaping material in zones outside their building envelope, though inside their property lines to their original condition and appearance. No landscaping shall be allowed to fall into an undesirable condition. Upon notification of poor maintenance the SRREDRC shall review the complaint and notify the owner of the violation. The owner shall have 14 days to correct to the satisfaction of the SRREDRC. If not corrected within 14 days of notice the SRREDRC shall cause the maintenance to be conducted and the costs will be charged to the owner as a special assessment.

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- ❖ The use of chemical maintenance for plant materials and lawns should be minimized, therefore hardy species should be selected to avoid this approach.

5.17.1. TREE PLANTING REQUIREMENTS

The number of trees required on each Homesite varies, as the quantity is established from the total street frontage of each lot. Each owner shall plant a minimum one tree for every 10' of street frontage, with a minimum of 25 trees per each property. Grantor installed street trees along lot frontage may count toward this total requirement. Trees shall be a minimum of three-inch (3") caliper, measured six inches (6") from the ground for deciduous trees, and 6"-8" from the ground for coniferous trees. Please refer to approved species in TABLE C below.

5.17.2. SHRUB PLANTING REQUIREMENTS

The quantity of shrubs required on each Homesite varies, as the number is established from the total square footage of building envelope. Each owner shall plant one shrub for every 200 square feet of building envelope, is recommended that larger shrub plants are installed at 5-gallon pot sizes or larger. Please refer to approved species in TABLE C below.

5.17.3. TURF PLANTING REQUIREMENTS

Homeowners shall use the turf species specified in TABLE C below for their manicured, mown lawn areas. `

TABLE C: PLANT PALETTE

PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant	Riparian
Coniferous / Evergreen Trees				
Calocedrus decurrent / Incense Cedar			❖	
Cedrus atlantica / Atlas Cedar	■			
Cedrus deodara / Deodar Cedar	■			
Chamaecyparis nootkatensis / Alaska Cedar	■			
Chamaecyparis obtuse 'Hinoki' / Hinoki Cypress	■			
Picea abies / Norway Spruce varieties	■			
Picea pungens / Colorado Spruce varieties	■			
Pinus aristata / Bristlecone Pine	■			

PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant	Riparian
Pinus flexilis / Limber Pine	■			
Pinus flexilis 'Vandewolf' / Vandewolf Pine	■			
Pinus strobus / White Pine	■			
Pinus thunbergii / Japanese Pine	■			
Toxdium distichum / Bald Cypress			❖	■
Thuja / Arborvitae species	■			
Tsuga species / Hemlock	■			
Deciduous / Shade Trees				
Acer campestre	■	✳		
Acer circinatum / Vine Maple	■			
Acer freemanii x / Scarlet Maple	■			
Acer ginalla / Amur Maple	■		❖	
Acer grandidentatum / Big Tooth Maple	■		❖	
Acer griseum / Paperbark Maple	■		❖	
Acer japonicum / Full Moon Maple	■		❖	
Acer japonicum species / Japanese Maple	■		❖	
Acer nigrum / Black Maple	■		❖	
Acer rubrum / Red Maple	■		❖	
Alnus tenuifolia / Mountain Alder				■
Betula / Birch species	■			■
Carpinus betulus / Eurpoean Hornbeam	■	✳		
Cercis canadensis / Eastern Redbud	■			
Crataegus / Hawthorne species	■			
Fagus / Beech species	■			
Fraxinus americana / White Ash	■		❖	■
Fraxinum angustifolia 'Raywood' / Raywood Ash	■		❖	■
Fraxinum pennsylvanica / Green Ash	■	✳	❖	■
Gingko biloba / Gingko species; male only	■	✳		
Gleditsia / Honeylocust species	■	✳	❖	
Koelreuteria paniculata / Kentucky Coffee Tree	■	✳		
Liquidambar styraciflua / Sweet Gum	■	✳		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant	Riparian
Liriodendron tulipifera / Tuplip Treet	■			
Magnolia / Tulip Tree species	■			
Malus / Crabapple species	■			
Morus Alba / Mulberry	■	✳		
Nyssa sylvatica / Tupelo	■			
Prunus / Cherry species	■			
Pyrus / Pear species	■	✳		
Quercus / Oak species	■			
Rhus / Sumac species	■		❖	
Salix / Willow species	■		❖	■
Sphora japonica / Japanese Pagoda Tree	■	✳		
Sorbus scopulina / Rocky Mountain Ash	■			
Tilia / Linden species	■	✳		
Zelkova serrata / Zelkova	■	✳		
Shrubs				
Aucuba japonica / Japanese Aucuba	■			
Berberis / Barberry species	■	✳		
Buddleia / Butterfly Bush species	■			
Buxus / Boxwood species	■			
Caragana / Siberian Pea Shrub varieties	■	✳		
Cornus stolonifera / Dogwood varieties	■		❖	■
Cotoneaster / Cotoneaster species	■	✳		
Forsythia / Golden Bells	■			
Fothergilla gardenia / Dwarf Fothergilla	■			
Hammamelis / Witch Hazel	■			
Hibiscus / Hibiscus species	■			
Hydrangea / Hydrangea species	■			
Holodiscus / Ocean Spray	■			
Ligustrum/ Privet varieties	■	✳		
Philadelphus / Mockorange varieties	■			
Photinia fraserii x / Photinia	■	✳		

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant	Riparian
Physocarpus opulifolius / Ninebark varieties	■	✳		
Prunus cistena / Purple Leaf Sand Cherry	■			
Prunus laurocerasus 'Otto Luyken' / Laruel	■			
Pseudoroegneria spicata / Bluebunch wheatgrass	■			
Rhamnus cathartica / Buckthorn	■	✳		
Rhus / Sumac species	■	✳		
Ribes aureum / Golden Currant	■			
Salix / Willow species	■		❖	
Spiraea / Spiraea species	■	✳		
Syringa / Lilac species	■			
Vaccinum / Blueberry species	■		❖	
Viburnum / Viburnum species	■	✳		
Grasses				
Andropogon scoparium / Little Bluestem	■	✳		
Bouteloua gracilis / Glue Grama	■			
Buchloe dactyloides / Buffalograss	■	✳		
Calamagrostis acutiflora 'Karl Foerster' / Reed Grass	■			
Carex / Sedge species	■		❖	■
Festuca ovina / Sheep Fescue	■			
Hakonechloa aureum / Hakone Grass	■			
Miscanthus sinensis 'Gracillimus' / Maiden Grass	■			
Miscanthus sinensis 'Silberfeder'	■			
Miscanthus sinensis 'Strictis' / Porcupine Grass	■		❖	
Miscanthus sinensis 'Zebrinus' / Zebra Grass	■		❖	
Molinia caerulea 'variegata' / V Purple Moor Grass	■		❖	
Panicum virgatum / Switch Grass	■		❖	
Pennisetum alopecuroides / Fountain Grass species	■			
Phalaris arundinacea picta / Ribbon Grass	■		❖	
Groundcovers, Vines, Perennials, Annuals				
Eupatorium urpureum / Joe Pye Weed	■	✳	❖	

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PLANT MATERIAL	Immediate Front or Rear Yard	Low Water Need	Wet Tolerant	Riparian
Gallium odoratum / Sweet Woodruff	■	✳		
Hedera helix / English Ivy species	■			
Hosta / Plantain Lily species	■		❖	
Houttuynia cordata / Houttuynia	■		❖	
Hypericum calcycinum / St. John's Wort	■			
Lonicera / Honeysuckle species	■			
Lysimachia / Moneywort species	■		❖	
Persicaria / Knotweed species	■		❖	
Sedum / Stonecrop species	■	✳		
Turf				
Revegetation Seed Mix: To match sod mix.	■	✳		
Sod Mix Blue Grass	■	✳		

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6. CONSTRUCTION & BUILDING REGULATIONS

6.1. CONSTRUCTION/BUILDING REGULATION SUBMITTAL

All site improvements and construction at Star River Ranch Estates shall occur in a safe and efficient manner, to afford the best quality environment possible throughout construction activities. To maintain this quality environment, damage to the natural landscape, disruption to existing improvements, and disruption or disturbance to existing residents and guests shall be minimized through the enactment of the following regulations.

All Builders and their subcontractors shall provide a signed copy of the most current "Statement of Construction and Building Regulations Conformance," available from the SRREDRC, to the SRREDRC, prior to initiation of work.

Construction shall not occur or commence until the Builder has completed "Task Two: Homesite and Home Design" and achieved subsequent SRREDRC Final Approval and has submitted the "Statement of Construction and Building Regulations Conformance" to the SRREDRC, together with a copy of the relative Star City issued building permit and has paid the construction deposit to the SRREHOA.

6.2. CONSTRUCTION AREA & LIMIT LINES PLAN

As per "Task One: Homesite & Home Preliminary Submittals," The Builder shall provide a Homesite plan illustrating the construction limit lines and general construction areas. The

SRREDRC shall review and approve this plan, prior to initiation of any construction activity on the Homesite. This plan shall denote the following:

- Limits of construction to include utility trenching areas, excavations, and all areas of disturbance
- Protected areas and elements of the site, and the methods used for protection; including but not limited to erosion, storm drainage, and existing vegetation. Methods of protection shall be in accord with Star Cities adopted NPDES Best Management Practices, and all other applicable codes and regulations. All areas NOT to be disturbed on the Homesite shall be fenced and flagged during the construction period to afford greater protection.
- Construction Activities, to include stockpiling and material storage areas, construction parking and deliveries
- Temporary Facilities, to include chemical toilet, job trailer, dumpsters, debris storage, and firefighting equipment
- Contact Information to include the Owner's and Builder's 24-hour phone numbers for emergency contact.

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This plan shall be approved by the SRREDRC prior to initiation of construction activities.

6.3. CONSTRUCTION DEPOSIT

Upon approval of the Construction Area & Limit Lines Plan, the Owner and/or Builder shall submit a Construction Deposit of $2,500.00 to the SRREHOA prior to initiation of construction activities. This Construction Deposit shall act on behalf of the SRREHOA, as a security for the Owner's full and faithful performance of Construction Activity in accord with the design and construction document plans as granted Final Approval by the SRREDRC as part of "Task Two: Homesite and Home Design." Should the Owner and/or Builder fail to adhere to the requirements herein, the SRREHOA shall use the Construction Deposit to pay for cleaning and/or repairs to property.

The SRREHOA may adjust, at the SRREHOA's discretion, this fee annually to reflect fees and charges necessitated during the previous year. The SRREHOA may utilize or retain any part of a Construction Deposit to the extent required to reimburse the SRREHOA for any costs incurred as a result of an Owner's Construction Activity. In addition, the Owner shall reimburse the SRREHOA within 30 days for these fees incurred, to restore the Construction Deposit to the original assessment.

The SRREHOA will return the Construction Deposit to the Owner within 30 days after completion of all construction activities; to include the Homesite landscape improvements.

6.4. TREE PROTECTION & REMOVAL

The Star River Ranch community will benefit from the existing trees and vegetation on site, and these shall be protected from damage by Homesite construction operations. The Builder and Contractors shall take special precaution in the excavations and installations that may occur in the vicinity of these existing trees and vegetated areas to ensure that they maintain long-term growth and health.

All trees within 50' of any construction activity shall be fenced with temporary construction fencing (4' orange synthetic mesh), to the outer limits of their driplines, branch extensions. Fill or

stockpiled materials shall not be allowed within this fencing, and compaction of the area within and adjacent to this fencing shall be deterred.

6.5. CONSTRUCTION SIGNAGE & FENCING

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Construction signage identifying the Builder and associated subconsultants and subcontractors shall be limited to one sign per Homesite. Such signs shall not exceed five total square feet and shall be located within 10' of the Homesite drive entry to the street.

Construction security shall be achieved through the use of temporary chain link construction fencing, as deemed necessary. No electric or barbed fencing, security lights, guard dogs or audible alarms shall be allowed.

6.6. CONSTRUCTION ACCESS & PARKING

Access in and around Star River Ranch Estates will be limited to the route established by the SRREDRC prior to the initiation of construction. Construction Builders, Contractors and Subcontractors shall park only within the parking areas denoted on the submitted and approved Construction Area & Limit Lines Plan. Parking on adjacent lots, streets or common areas is **prohibited** in efforts to minimize damage to existing vegetation, features and improvements.

6.7. JOB TRAILER & TEMPORARY STRUCTURES & FACILITIES

The placement of job trailers, temporary structures and facilities shall occur only in the areas as approved in the Construction Area & Limit Lines Plan, and well outside any protected areas, inclusive of trees, vegetation, and other natural features, and Star River Ranch Estates improvements. All such facilities shall be removed from the Homesite prior to the issuance of a Certificate of Occupancy from Star City.

Sanitary facilities, inclusive of chemical toilets and potable water, must be provided on site for construction personnel, as per the approved Construction Area & Limit Lines Plan. Chemical toilet facilities should be screened from adjacent Homesite and roadside views, to the best extent possible, and maintained on a regular basis, with a minimum cleaning of one/weekly.

6.8. EQUIPMENT & MATERIAL STOCKPILING & STORAGE

The storage of all construction materials shall occur only in the areas as approved in the Construction Area & Limit Lines Plan, and well outside any protected areas, inclusive of trees, vegetation, and other natural features, and Star River Ranch improvements.

Equipment necessary for the construction activities specific to the Homesite shall be stored on site, in accord with the designated area of the approved Construction Area & Limit Lines Plan. The use of equipment needed only on a sporadic basis shall not be stored on site, and Homesites shall not be used for the storage of equipment used on other Homesites. Equipment storage on Homesites shall be limited to the calendar week they are needed on that specific site.

6.9. CONSTRUCTION ACTIVITIES

Noise producing Construction activity shall be permitted Monday through Friday, 7 a.m. to 7 p.m. Other, quite construction activities, such as those that do not involve machinery or equipment, can occur earlier or later, pending review and approval of the SRREDRC.

Builders and subcontractors will limit their music and other noise producing activities to a low level to avoid disturbance to adjacent and nearby Homesites and wildlife.

No construction personnel are allowed on the Homesite after construction activity hours; living quarters on the Homesite for the Owner and/or Builder shall not be permitted.

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Builders and subcontractors shall confine any pets to their vehicles or leashed at all times.

6.10. CONSTRUCTION DEBRIS & TRASH REMOVAL

Throughout construction activities, the Homesite shall be maintained in a neat and orderly appearance at all times. Construction activities shall not affect adjacent or nearby properties or present an undesirable appearance to others.

All Homesite trash and debris shall be cleaned up daily, and consolidated in stockpiles for recyclable materials, or loaded in construction dumpsters located on the site, per the approved Construction Area & Limit Lines Plan. The dumpsters shall be emptied within one day of full capacity, in accordance with local code and regulation.

SRRHA strongly urges the recycling of reusable building supplies/materials, such as palettes, cardboard, and plastics. The Contractor may stockpile these items for weekly deposit to local recycling facilities.

Debris on Homesites, and inside dumpsters shall be weighted down to deter travel of wind-blown materials to other properties and water bodies. Dirt, mud, and debris must be promptly removed from pathways, sidewalks, driveways, and roads.

There shall be no burning, burying, dumping, or disposing of building materials on Homesites or anywhere on or near the Star River Ranch Estates community site; all debris shall be disposed of to an approval dump site facility, in accord with Star City and Canyon County code and regulation.

Should this clean-up activity not occur on a regular basis, the SRREHOA will incur costs to enforce these requirements, and debit the Construction Deposit for the Homesite to do so.

6.11. CONSTRUCTION EXCAVATIONS, DRAINAGE & STORMWATER

Builders and Contractors shall adhere to the Best Management Practices adopted by Star City and Canyon County, in accord to the NPDES, to minimize runoff and erosion relative to storm drainage and elimination of construction effluents. This shall be achieved by the use of appropriate soil stabilizations, water, and vegetative controls, as approved by Star City and Canyon County. The Builder and/or Contractor are responsible for the submittal, attainment and cost associated with all necessary permits required by Star City and Canyon County.

Contractors shall control construction dust through routine site watering, and control erosion through proper sediment controls. Excavations and Grading shall be suspended during periods of strong winds and heavy rain.

Please refer to Section 3.5: "ARCHITECTURAL FOUNDATIONS: ELEVATION & GRADE" regarding the stockpiling of topsoils and their reuse on Homesites.

6.12. DAMAGE & REPAIR

In the event of damage to existing features; including but not limited to facilities, vegetation, improvements, and adjacent Homesites, Builders and Contractors shall incur all expense for the renovation, repair, or replacement of features, improvements, or property, at the discretion and per the approval of the SRREHOA.

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All grades shall be restored to remove ruts, replace topsoils, irrigation systems and vegetation, all curbs, paving and street damage shall be repaired or replaced immediately, and all vegetation replaced to the same size as the originally damaged. Additionally, all site furniture, such as fencing, lighting and signage shall be protected from damage, and if damaged, repaired to their original condition. All culverts, ditches, swales, and drainage courses shall be restored to the satisfaction of the SRREHOA.

Should the Builder and relative subcontractors not restore the damage to the satisfaction of the SRREHOA, the SRREHOA will incur costs to enforce these requirements, and debit the Construction Deposit for the Homesite to do so. Should these costs exceed the available Construction Deposit Funds, the Owner shall reimburse the SRREHOA for all relative expenditures.

7. APPENDICES

7.1. HOMESITE & HOME SUBMITTAL CHECKLIST

7.2. HOMESITE LANDSCAPE SUBMITTAL CHECKLIST

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SRREDR HOMESITE & HOME
SUBMITTAL CHECKLIST:
Page 1 of 2
Submittal Date:

PROPERTY INFORMATION
Lot: ____ Block: _____
Address: _____
_____

APPLICANT INFORMATION
Applicant/Owner: _____
Address: _____
_____
Phone: _____

Number of Stories: _____
Total Square Footage: _____
Construction Period: _____ months
Contractor / Builder: _____
Address: _____
_____
Phone: _____

REQUIRED FEES (due with application)
_____ $750.00 SRRDR Homesite & Home Submittal Fee
_____ $500.00 SRRDR Homesite & Home Re-Submittal Fee
_____ (if this is the 3rd submittal for this project)
_____ $300.00 SRRDR Out-Building Submittal Fee if submitted separately
_____ (249 square feet or less)

REQUIRED SUBMITTALS

Submit preliminary documents for review and approval prior to completion of construction documents,

_____ Construction/Building Regulation Conformation Submittal
_____ Construction Area & Limit Lines Plan
Property Lines, Building Envelope, Setbacks & Easements
_____ Construction Deposit
_____ Site Existing Grading Plan
_____ Foundation Finished Elevation
_____ Floor Plans; 1/8" or ¼" Scale: all floors
_____ Colored Building Elevations
1/8" or ¼" Scale: all sides
_____ Colored Rendering: Image Size 18" wide min.
Rendering optional or at SRREDRC discretion

* 4" x4" minimum size
* roof material
* window and door frames & shutters
* masonry and/or natural stone
* chimneys
* stucco and/or siding
* fascia and soffits
* railings
* exterior water management. downspouts, gutters, splash blocks, perimeter drains and/or water containment
* Light fixtures
* signage/address numbers

* Other exposed finishes

_____ Color Samples and Material Photos

APPROVAL:

All "Comments/Conditions" of Design Criteria Checklist; page 2, shall be reviewed and met, despite status of approval:

This document provided courtesy of TitleOne

_____ Approved

_____ Approved with Conditions

_____ Denied-Resubmit

SRREDR HOMESITE & HOME SUBMITTAL CHECKLIST;

DESIGN CRITERIA CHECKLIST (to be filled out by SRRDRC)

This document provided courtesy of TitleOne

Rural Context Comments/Conditions: _____

Building Elements Comments/Conditions:

- vertical variation _____
- horizontal variation _____
- bldg. massing & proportions _____

Garages and Driveway Orientation, Size Comments/Conditions: _____

Roofs Comments/Conditions:

- ❖ vertical variation _____
- ❖ horizontal variation _____
- ❖ bldg. massing & proportions _____
- ❖ fascia _____
- ❖ soffits _____
- ❖ gutters _____
- ❖ downspouts _____
- ❖ chimney material _____
- ❖ color _____
- ❖ water management _____ splash blocks, _____ perimeter drain or _____ water containment _____

Exterior Elevations Comments/Conditions:

- ❖ variation in materials _____
- ❖ masonry _____
- ❖ stone _____
- ❖ siding _____
- ❖ stucco _____
- ❖ other finish _____
- ❖ colors _____

Door & Window Detailing Comments/Conditions:

- ❖ door frames _____
- ❖ door detailing _____
- ❖ window frames _____
- ❖ window detailing _____
- ❖ bow or bay windows _____
- ❖ railings _____
- ❖ shutters _____
- ❖ light fixtures _____
- ❖ colors _____

Address Numbers _____

Signage _____

Out Buildings

SRREDR HOMESITE LANDSCAPE
SUBMITTAL CHECKLIST:
Page 1 of 2

Submittal Date:

This document provided courtesy of TitleOne

PROPERTY INFORMATION
Lot ____ Block: _____
Address: _____
_____

Total LF Street Frontage: _____ /10 = _____ Trees
Total SF Building Envelope: _____/200=___ shrubs

APPLICANT INFORMATION
Applicant/Owner: _____
Address: _____
_____
Phone: _____

Construction Period: _____ months

Contractor/Builder: _____
Address: _____
_____
Phone: _____

REQUIRED FEES (due with application)
_____ $500.00 SRRDR Homesite landscape Submittal Fee
_____ $300.00 SRRDR Homesite Landscape Re-Submittal Fee
(if this is the 3rd submittal for this project)
_____ $300.00 SRRDR Independent Landscape Improvements Submittal Fee if submitted separately

REQUIRED SUBMITTALS
Submit preliminary documents for review and approval prior to completion of construction documents.

_____ Construction/Building Regulation Conformation Submittal
_____ Construction Area & Limit Lines Plan Illustration Property Lines, Building Envelope, Setbacks & Easements
_____ Site Existing Grading Plan
_____ Foundation Finished Elevations
_____ House Floor Plan; w/windows and doors, and relative structures accurately located on lot
_____ Proposed hardscape Improvements; Pathways, patios, decks, pools, spas, etc.
_____ Proposed landscape Improvements; trees, shrubs, groundcover, perennials, annuals, and vines

_____ Material Schedules
* Plants; Trees, shrubs, groundcovers, grasses, vines; Botanical species, quantity, size, and color
* Fixed Pavement; pavers, decks, concrete; Type Installation method/detail, color
* Fence alignment and material Type, Installation method/detail,
_____ Material Samples of Loose Materials; boulders, gravels, mulches, cobbles; Type/Color samples in quart size bags

APPROVAL:
All "Comments/Conditions" of Design Criteria Checklist; page 2, shall be reviewed and met, despite status of approval:
_____ Approved
_____ Approved with Conditions
_____ Denied-Resubmit

SRRDR HOMESITE LANDSCAPE
SUBMITTAL CHECKLIST:
Page 2 of 2
Submittal Date:

DESIGN CRITERIA CHECKLIST (to be filled out by SRRDR)

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Manicured vs. Naturalized Balance Comments/Conditions: _____

_____

Preservation / Enhancement of Spaciousness

_____

Site Grading Comments/Conditions:

- Retaining & Seatwalls _____
- Berming _____
- Drainage; natural and piped _____
- Water Features _____
- Revegetation of Disturbed Areas _____

Hardscape Improvements Comments/Conditions:

- Entry Walkway & Focus _____
- Driveway Orientation & Materials _____
- Guest Parking _____
- Patios & Decks _____
- Swimming Pools, Spas & Hot Tubs _____
- Walls, Fences & Gates _____
- Landscape Structures _____
- Exterior Lighting _____
- Easement Encroachments _____

Landscape Improvements Comments/Conditions:

- Irrigation System
  - Seasonal system w/Check Valve _____
  - Automated pressurized system _____
  - Valve Zones for Shrubs vs. Lawn, etc. _____
  - Drip System _____
  - Coverage for Easements w/in property _____
- Plant palette
  - Trees; min. 5; 1 for each 20 LF Street Frontage _____
  - Shrubs; 1 for every 200 SF Building Envelope _____
  - Water conserving _____
  - Plant material size _____
  - Adjacent view corridors respected _____
  - Screening value for recreational/private features _____
  - Preservation / protection of existing trees _____
  - Unified Selection / Orientation _____
  - Sod placement _____

Recreational Equipment / Screening Comments/Conditions:

_____

Utility Screening

_____

Exhibit A

This document provided courtesy of TitleOne

IDAHO SURVEY GROUP

9955 W Emerald St
Boise, ID 83704

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

Star River Ranch Subdivision
Wetlands Mitigation Area
July 12, 2018

A portion of Government Lot 3 and accretion lands appurtenant thereto of Section 13, T.4N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 13, from which the North 1/4 corner of said Section 13 bears North 89°58'41" West, 2695.55 feet; Thence South 55°47'48" West, 4,748.28 feet to the **REAL POINT OF BEGINNING**,

Thence 225.23 feet along the arc of a curve to the left having a radius of 255.85 feet, a central angle of 50°26'22" and a long chord which bears South 17°44'51" West, 218.03 feet;

Thence 61.20 feet along the arc of a non-tangent curve to the right having a radius of 127.58 feet, a central angle of 27°28'59" and a long chord which bears South 62°12'47" East, 60.61 feet;

Thence 131.10 feet along the arc of a non-tangent curve to the right having a radius of 190.08 feet, a central angle of 39°31'04" and a long chord which bears South 54°58'58" East, 128.52 feet;

Thence 38.08 feet along the arc of a non-tangent curve to the right having a radius of 41.59 feet, a central angle of 52°27'32" and a long chord which bears South 35°53'56" East, 36.77 feet;

Thence 34.50 feet along the arc of a non-tangent curve to the right having a radius of 37.71 feet, a central angle of 52°25'36" and a long chord which bears South 43°04'56" East, 33.31 feet;

Thence South 52°17'14" East, 18.04 feet;

Thence South 44°58'49" East, 52.98 feet;

Thence 58.29 feet along the arc of a non-tangent curve to the right having a radius of 66.13 feet, a central angle of 50°29'46" and a long chord which bears South 40°08'25" East, 56.42 feet;

Thence South 46°14'14" East, 65.53 feet.

11779
7/12/18

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IDAHO SURVEY GROUP

9955 W Emerald St
Boise, ID 83704

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

Thence South 31°31'35" East, 36.71 feet;

Thence South 39°20'11" East, 74.62 feet;

Thence 43.13 feet along the arc of a non-tangent curve to the right having a radius of 49.58 feet, a central angle of 49°50'06" and a long chord which bears South 34°02'46" East, 41.78 feet;

Thence South 38°23'32" East, 141.55 feet;

Thence South 32°52'31" East, 195.73 feet;

Thence South 54°39'45" East, 19.96 feet;

Thence South 44°01'44" East, 65.85 feet;

Thence South 61°22'40" East, 32.71 feet;

Thence South 48°10'37" East, 166.56 feet;

Thence 73.16 feet along the arc of a non-tangent curve to the left having a radius of 119.98 feet, a central angle of 34°56'06" and a long chord which bears South 69°49'06" East, 72.03 feet;

Thence South 52°26'24" East, 27.91 feet;

Thence South 62°11'51" West, 8.80 feet;

Thence North 79°01'11" West, 42.95 feet;

Thence 135.57 feet along the arc of a non-tangent curve to the right having a radius of 461.96 feet, a central angle of 16°48'53" and a long chord which bears North 58°41'36" West, 135.09 feet;

Thence North 58°47'45" West, 132.02 feet;



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IDAHO SURVEY GROUP

9955 W Emerald St
Boise, ID 83704

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

Thence 67.78 feet along the arc of a non-tangent curve to the left having a radius of 189.14 feet, a central angle of 20°31'57" and a long chord which bears North 57°06'21" West, 67.42 feet;

Thence 201.97 feet along the arc of a non-tangent curve to the right having a radius of 623.89 feet, a central angle of 18°32'53" and a long chord which bears North 30°39'37" West, 201.09 feet;

Thence 11.42 feet along the arc of a non-tangent curve to the left having a radius of 10.48 feet, a central angle of 62°25'56" and a long chord which bears North 54°39'07" West, 10.86 feet;

Thence 10.07 feet along the arc of a non-tangent curve to the right having a radius of 20.43 feet, a central angle of 28°14'28" and a long chord which bears North 46°33'48" West, 9.97 feet;

Thence North 34°06'22" West, 62.39 feet;

Thence 66.68 feet along the arc of a non-tangent curve to the right having a radius of 167.33 feet, a central angle of 22°49'55" and a long chord which bears North 39°48'20" West, 66.24 feet;

Thence 240.17 feet along the arc of a non-tangent curve to the left having a radius of 681.04 feet, a central angle of 20°12'18" and a long chord which bears North 39°18'04" West, 238.92 feet;

Thence 70.79 feet along the arc of a non-tangent curve to the left having a radius of 101.95 feet, a central angle of 39°47'07" and a long chord which bears North 35°20'42" West, 69.38 feet;

Thence 169.61 feet along the arc of a non-tangent curve to the left having a radius of 196.47 feet, a central angle of 49°27'46" and a long chord which bears North 46°38'08" West, 164.39 feet;

Thence North 31°25'22" West, 25.23 feet;

Thence 62.94 feet along the arc of a non-tangent curve to the left having a radius of 184.11 feet, a central angle of 19°35'16" and a long chord which bears North 64°05'21" West, 62.63 feet;



Exhibit A

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IDAHO SURVEY GROUP

9955 W Emerald St
Boise, ID 83704

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

Thence 70.99 feet along the arc of a non-tangent curve to the right having a radius of 68.29 feet, a central angle of 59°34'09" and a long chord which bears North 48°07'20" West, 67.84 feet;

Thence 20.88 feet along the arc of a non-tangent curve to the left having a radius of 74.99 feet, a central angle of 15°57'21" and a long chord which bears North 11°52'53" East, 20.82 feet;

Thence North 00°36'30" East, 125.64 feet;

Thence 68.20 feet along the arc of a non-tangent curve to the right having a radius of 108.89 feet, a central angle of 35°52'55" and a long chord which bears North 34°04'51" East, 67.09 feet;

Thence North 36°36'21" East, 23.48 feet;

Thence 30.09 feet along the arc of a non-tangent curve to the right having a radius of 24.24 feet, a central angle of 71°07'22" and a long chord which bears North 72°55'12" East, 28.20 feet;

Thence South 43°44'15" East, 24.73 feet to the **REAL POINT OF BEGINNING**.

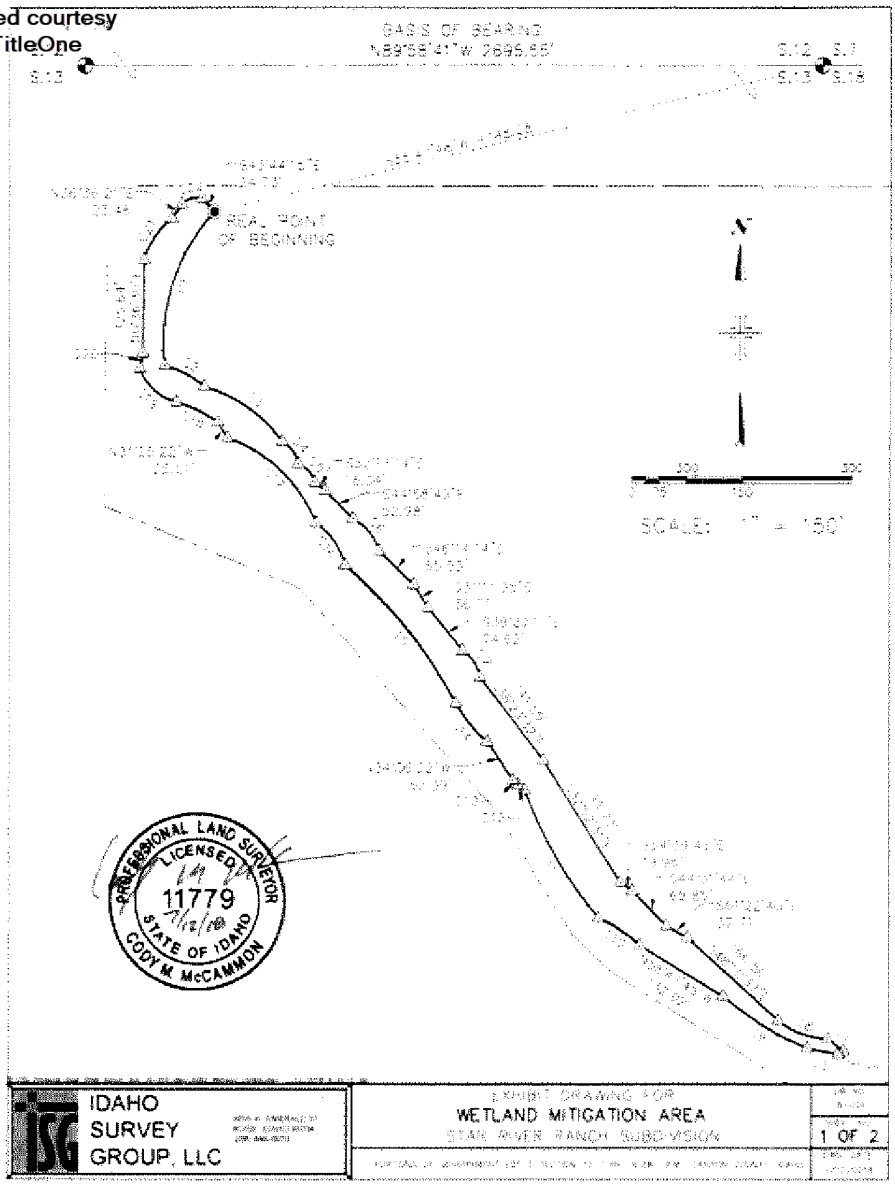
Containing 62,638 square feet or 1.44 acres, more or less.

End of Description.



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Exhibit A



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Exhibit A

DATA TABLES

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD DIST.
C1	276.23'	255.45'	61°56'22"	S17°44'51"W	263.03'
C2	61.20'	125.48'	27°56'59"	S62°12'47"E	60.61'
C3	131.10'	180.08'	41°42'04"	S54°06'58"E	128.22'
C4	36.08'	41.50'	49°48'30"	S89°53'56"E	34.97'
C5	34.30'	37.71'	52°06'38"	S42°04'56"E	33.13'
C6	58.29'	66.73'	50°03'46"	S41°08'05"E	56.42'
C7	42.13'	64.98'	37°08'08"	S34°02'48"E	41.39'
C8	72.15'	114.98'	35°56'58"	S35°49'06"E	70.97'
C9	130.52'	461.86'	16°11'37"	N59°41'36"W	130.09'
C10	67.78'	169.14'	22°57'37"	N47°05'21"W	67.32'
C11	290.97'	525.69'	31°42'53"	N30°51'17"W	287.28'
C12	11.42'	10.48'	62°25'26"	N54°39'07"W	10.86'
C13	0.07'	20.48'	28°14'28"	N46°33'46"W	9.97'
C14	60.98'	141.33'	24°43'58"	N39°49'20"W	60.54'
C15	240.17'	681.04'	20°12'01"	N38°16'04"W	238.92'
C16	70.78'	121.90'	33°16'07"	N55°20'47"W	69.78'
C17	169.61'	198.41'	49°27'46"	N46°36'06"W	164.39'
C18	62.94'	164.11'	21°57'16"	N64°05'21"W	62.53'
C19	70.99'	68.89'	59°04'09"	N40°57'30"E	67.84'
C20	20.89'	74.99'	15°57'21"	N11°52'57"E	20.82'
C21	69.20'	138.99'	28°31'55"	N34°06'51"E	67.99'
C22	30.09'	74.24'	23°12'22"	N12°06'12"E	29.89'

LINE TABLE

LINE	BEARING	LENGTH
L1	S52°26'24"E	37.91'
L2	S62°11'51"W	8.85'
L3	N79°01'16"W	42.99'

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
STATE OF IDAHO
CODY M. McCAMMON

IDAHO SURVEY GROUP, LLC

EXHIBIT DRAWING FOR
WETLAND MITIGATION AREA
STAR RIVER RANCH SUBDIVISION

SHEET NO. 2 OF 2

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provided courtesy
of TitleOne

Exhibit B

IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 130
Meridian, Idaho 83642

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

Star River Ranch Subdivision
Wetlands Buffer
July 10, 2018

A portion of Government Lots 2 and 3 and accretion lands appurtenant thereto of Section 13, T.4N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 13, from which the North 1/4 corner of said Section 13 bears North 89°58'41" West, 2695.55 feet; Thence North 89°58'41" West, 1347.78 feet to the East 1/16 corner; Thence along the East line of the NW 1/4 of the NE 1/4, South 00°41'41" West, 895.44 feet; thence departing said East line North 89°57'09" West, 3.75 feet; Thence South 00°31'34" West, 664.18 feet; Thence South 00°49'15" West, 1081.32 feet to the Northeast corner of said Government Lot 2; Thence along the North line of said Government Lot 2, North 89°50'15" West, 714.53 feet; Thence departing said line, South 00°23'37" West, 1237.32 feet to the **REAL POINT OF BEGINNING**;

Thence continuing South 00°23'37" West, 28.75 feet to the mean high-water line of the right bank of the Boise River;

Thence along said right bank the following nine courses and distances:

South 74°03'08" West, 260.95 feet;

South 80°33'45" West, 190.46 feet;

South 76°43'36" West, 204.40 feet;

North 71°02'42" West, 133.86 feet;

North 57°48'30" West, 604.75 feet;

North 46°43'09" West, 73.54 feet;

North 32°34'53" West, 197.94 feet;

North 42°08'16" West, 399.47 feet;



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Exhibit B

IDAHO
SURVEY
GROUP

1450 East Watertower St.
Suite 130
Meridian, Idaho 83642

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

North 67°36'43" West, 170.45 feet;

Thence leaving said right bank, North 00°18'00" West, 77.80 feet;

Thence 245.44 feet along the arc of a non-tangent curve to the right having a radius of 1,113.58 feet, a central angle of 12°37'42" and a long chord which bears South 59°09'11" East, 244.95 feet;

Thence 273.75 feet along the arc of a non-tangent curve to the right having a radius of 1,162.37 feet, a central angle of 13°29'37" and a long chord which bears South 38°35'11" East, 273.12 feet;

Thence South 37°24'30" East, 104.48 feet;

Thence 209.67 feet along the arc of a non-tangent curve to the left having a radius of 881.87 feet, a central angle of 13°37'20" and a long chord which bears South 32°10'11" East, 209.17 feet;

Thence South 57°43'12" East, 107.57 feet;

Thence South 57°34'49" East, 194.33 feet;

Thence 285.97 feet along the arc of a non-tangent curve to the right having a radius of 1,912.77 feet, a central angle of 08°33'57" and a long chord which bears South 62°19'39" East, 285.70 feet;

Thence 302.84 feet along the arc of a non-tangent curve to the left having a radius of 461.44 feet, a central angle of 37°36'10" and a long chord which bears South 78°42'45" East, 297.43 feet;

Thence 432.90 feet along the arc of a non-tangent curve to the left having a radius of 2,793.34 feet, a central angle of 08°52'46" and a long chord which bears North 78°18'19" East, 432.46 feet;

Thence North 77°01'04" East, 86.95 feet to the **REAL POINT OF BEGINNING**.

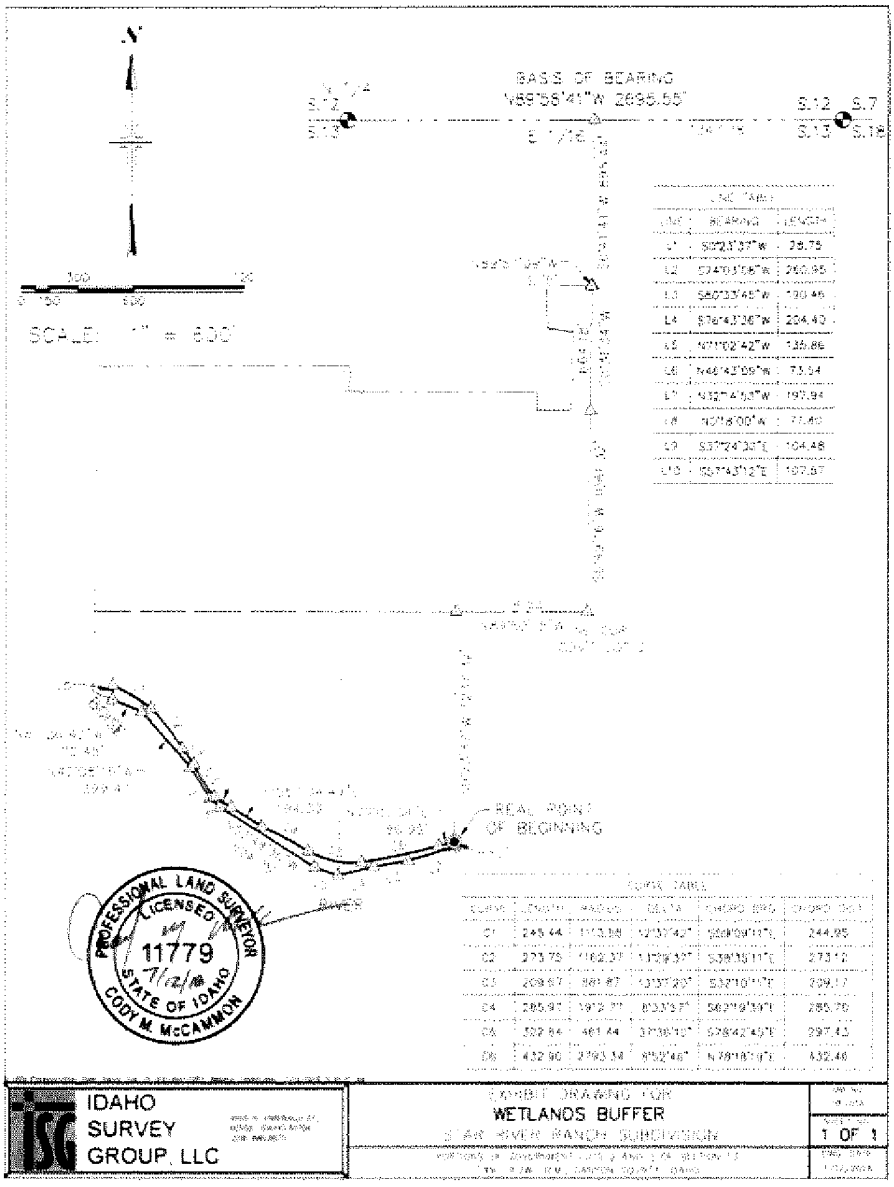
Containing 92,173 square feet or 2.12 acres, more or less.

End of Description.



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Exhibit B



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EXHIBIT D

LEGAL DESCRIPTION OF LAKE

Lake Parcel

The following real property (the "Lake Parcel")

A parcel of land located in Government Lots 2 and 3 and accretion lands appurtenant thereto, and the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 4 North, Range 2 West, Boise Meridian, City of Star, Canyon County, Idaho, more particularly described as follows: Commencing at the Northeast corner of said Section 13, from which the North 1/4 corner of said Section 13 bears North 89°58'41" West, 2695.55 feet; thence North 89°58'41" West, 1347.78 feet to the East 1/16 corner; thence on the east line of the NW 1/4 of the NE 1/4, South 00°41'41" West, 895.44 feet; thence departing said east line, North 89°57'09" West, 3.75 feet; thence South 00°31'34" West, 664.18 feet; thence South 00°49'16" West, 1081.32 feet to the Northeast corner of said Government Lot 2; thence on the north line of said Government Lot 2, North 89°50'15" West, 714.53 feet; thence departing said north line, South 00°23'37" West, 403.07 feet to the REAL POINT OF BEGINNING;

thence continuing, South 00°23'37" West, 863.00 feet to the mean high-water line of the right bank of the Boise River;

thence on said right bank the following nine (9) courses and distances:

South 74°03'08" West, 260.95 feet;

South 80°33'45" West, 190.46 feet;

South 76°43'36" West, 204.40 feet;

North 71°02'42" West, 135.86 feet;

North 57°48'30" West, 604.75 feet;

North 46°43'09" West, 73.54 feet;

North 32°14'53" West, 197.94 feet;

North 42°08'16" West, 399.47 feet;

North 67°36'43" West, 286.05 feet to the west line of said Government Lot 3;

thence on said west line, North 00°46'14" East, 430.21 feet to the Northwest corner of said Government Lot 3;

thence on the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 13, North 00°34'23" East, 30.92 feet to the south boundary line of Star River Ranch Subdivision No. 2 as filed in Book 52 of Plats at Page 26;

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thence on said south boundary line the following eleven (11) courses and distance:

North 89°13'31" East, 353.44 feet;

South 11°21'26" East, 25.12 feet;

57.73 feet along the arc of a non-tangent curve to the right having a radius of 492.52 feet, a central angle of 06°42'59" and a long chord which bears South 52°29'29" East, 57.70 feet;

25.87 feet along the arc of a non-tangent curve to the right having a radius of 73.17 feet, a central angle of 20°15'33" and a long chord which bears South 38°42'19" East, 25.74 feet;

243.56 feet along the arc of a non-tangent curve to the left having a radius of 320.38 feet, a central angle of 43°33'26" and a long chord which bears South 49°26'57" East, 237.74 feet;

230.83 feet along the arc of a non-tangent curve to the left having a radius of 484.62 feet, a central angle of 27°17'24" and a long chord which bears South 86°38'11" East, 228.65 feet;

281.81 feet along the arc of a non-tangent curve to the right having a radius of 1,482.51 feet, a central angle of 10°53'29" and a long chord which bears North 85°51'29" East, 281.39 feet;

337.72 feet along the arc of a non-tangent curve to the right having a radius of 3,690.69 feet, a central angle of 05°14'34" and a long chord which bears South 85°08'16" East, 337.60 feet;

267.21 feet along the arc of a non-tangent curve to the right having a radius of 4,215.24 feet, a central angle of 03°37'55" and a long chord which bears South 80°35'54" East, 267.17 feet;

249.89 feet along the arc of a non-tangent curve to the right having a radius of 239.40 feet, a central angle of 59°48'19" and a long chord which bears South 47°25'48" East, 238.70 feet;

South 89°14'39" East, 83.78 feet to the REAL POINT OF BEGINNING.

Containing 41.938 acres, more or less.

EXHIBIT

THIS INSTRUMENT FILED FOR RECORD BY FIDELITY NATIONAL TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

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2024-015923
RECORDED
05/24/2024 01:47 PM
RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=9 AVEGA $34.00
TYPE: CCR
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH ESTATES

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAR RIVER RANCH ESTATES (this "Amendment") is made effective as of the **1st** day of **May**, 2024, by DAS Investments, LLC, an Idaho limited liability company, Timothy W. Eck and Yvonne S. Eck, Timothy Eck as trustee of Eck Children's Trust A, Timothy Eck as trustee Eck Children's Trust B, and Scott Hedrick Construction Inc., an Idaho corporation (collectively the "Owners"). All capitalized terms not otherwise defined in the text hereof are defined in the Master Declaration of Covenants, Conditions and Restrictions for Star River Ranch Estates, recorded in records of Canyon County, Idaho on January 19, 2024 as Instrument Number 2024-1001849 (the "Declaration").

RECITALS

Whereas the Owners have the requisite power pursuant to Section 12.4 of the Declaration to amend the Declaration and desire to do so on the terms and conditions set forth in this Amendment.

1. Section 9.9. Section 9.9 of the Declaration shall be revised to state:

Discharge of Firearms. There shall be no discharge of firearms on the Property for recreational purposes. Provided, however, the riverbank and lands below the high-water mark are public lands and hunters and anglers have and will continue to have a right to fish, hunt and discharge firearms during legal hunting hours and otherwise in accordance with law. In addition, and notwithstanding the foregoing, the Owner of Lot 53 of the Plat of Star River Ranch Subdivision No. 2 recorded in Records of Canyon County, Idaho dated May 19, 2021, as Instrument Number 2021-036326 ("Lot 53") and its invitees and licensees , shall be permitted to discharge firearms on Lot 53, provided such firearms are suppressed.

[end of text]

IN WITNESS WHEREOF, the undersigned has duly executed this Master Declaration this 1st day of May 2024.

This document provided courtesy of TitleOne

DAS Investments, LLC, an Idaho limited liability company

By: _____
Timothy W. Eck, Manager

State of Idaho)
)ss.
County of Ada)

On this 1st day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the manager of DAS Investments, LLC, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

BRITTANY M SOFRO NOTARY PUBLIC COMMISSION NUMBER 20212366 STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Boise, ID
My Commission expires 5/13/2027

Timothy Eck as Trustee of Eck Children's Trust A

By: _____
Timothy W. Eck, Trustee

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State of Idaho)

) ss.

County of Ada)

On this 1st day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the trustee of Eck Children's Trust A, the trustee that executed the instrument or the person who executed the instrument as trustee of the trust, and acknowledged to me that such his signature was aa trustee, for Eck Children's Trust A.

BRITTANY M SOFRO COMMISSION NUMBER NOTARY PUBLIC 20212366 STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

Timothy Eck as Trustee of Eck Children's Trust B

By: _____
Timothy W. Eck, Trustee

This document provided courtesy of TitleOne

State of Idaho)

) ss.

County of Ada)

On this 14 day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the trustee of Eck Children's Trust B, the trustee that executed the instrument or the person who executed the instrument as trustee of the trust, and acknowledged to me that such his signature was aa trustee, for Eck Children's Trust B.

BRITTANY M SOFRO COMMISSION NUMBER NOTARY PUBLIC 20212366 STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

This document provided courtesy of TitleOne

Timothy W. Eck

State of Idaho)

) ss.

County of Ada)

On this 1st day of ~~January~~ May, 2024, before me, Brittany Sofro, a Notary Public in and for said state, personally appeared Timothy W. Eck, known or identified to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they 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.

Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

BRITTANY M SOFRO
COMMISSION NUMBER
NOTARY
PUBLIC
20212366
STATE OF IDAHO

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Yvonne S. Eck

State of Idaho)

) ss.

County of Ada)

On this 1st day of ~~January~~ May, 2024, before me, Brittany Sotro, a Notary Public in and for said state, personally appeared Yvonne S. Eck, known or identified to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they 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.

BRITTANY M SOFRO COMMISSION NUMBER 20212366 NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

ATTESTATION

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Pursuant to Section 12.4 of the Declaration, the undersigned are the President and Secretary of the Star River Ranch Estates Homeowners Association, Inc. an Idaho non-profit corporation (the "Association"), and they hereby certify and attest this Amendment was approved by more than 51% of the voting power of the Association as cast by the Members.

PRESIDENT:

Timothy W. Eck, President
Star River Ranch Estates Homeowners Association, Inc.,
an Idaho non-profit corporation

State of Idaho)
) ss.
County of Ada)

On this 1st day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Timothy W. Eck, known or identified to me to be the President of Star River Ranch Estates Homeowners Association, Inc., the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

BRITTANY M SOFRO
COMMISSION NUMBER
NOTARY
PUBLIC
20212366
STATE OF IDAHO

Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

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Scott Hedrick Construction, Inc., an Idaho corporation

By: _____
Scott Hedrick, President

State of Idaho)
) ss.
County of Ada)

On this 1st day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Scott Hedrick, known or identified to me to be the manager of Hedrick Construction, Inc. , the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

BRITTANY M SOFRO COMMISSION NUMBER 20212366 NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Eagle, ID
My Commission expires 5/13/2027

SECRETARY:

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Brittany Sofro, Secretary
Star River Ranch Estates Homeowners Association, Inc.
an Idaho non-profit corporation

State of Idaho)
) ss.
County of)

On this 1 day of May, in the year of 2024, before me, a Notary Public in and for said State, personally appeared Brittany Sofro, known or identified to me to be the Secretary of Star River Ranch Estates Homeowners Association, Inc., the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

ADRIENNE BLACKSTOCK
Notary Public - State of Idaho
Commission Number 69108
My Commission Expires Jun 22, 2029

Adrienne Blackstock
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission expires 6-22-29