

PLAT SHOWING WHITEBARK SUBDIVISION NO. 2

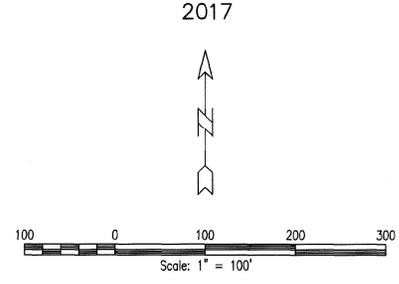
A PORTION OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T.3N., R.1E., B.M. MERIDIAN, ADA COUNTY, IDAHO

LEGEND

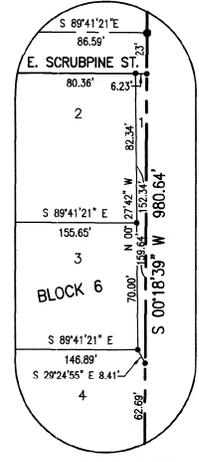
- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EXISTING PARCEL LINE
- PUBLIC UTILITY AND PROPERTY DRAINAGE & IRRIGATION EASEMENT LINE - SEE NOTE 1
- EXISTING ADA COUNTY HIGHWAY DISTRICT PERMANENT EASEMENT INSTR. NO. 2017-064484
- OTHER EASEMENT LINE AS NOTED
- SET 5/8"x30" REBAR w/PLASTIC CAP (AS NOTED)
- SET 1/2"x24" REBAR w/PLASTIC CAP (AS NOTED)
- FOUND 5/8" REBAR, PLS 7729 OR AS NOTED
- FOUND 1/2" REBAR, PLS 7729 OR AS NOTED
- △ CALCULATED POINT, NOT SET
- 1WC WITNESS CORNER ON LINE AT INDICATED DISTANCE
- 18 LOT NUMBER

NOTES

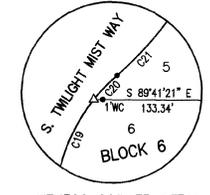
1. A TWENTY (20) FOOT WIDE PERMANENT PUBLIC UTILITIES AND PROPERTY DRAINAGE EASEMENT IS HEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY. UNLESS OTHERWISE SHOWN AND DIMENSIONED, EACH LOT IS HEREBY DESIGNATED AS HAVING A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND WHITEBARK SUBDIVISION HOMEOWNERS' ASSOCIATION PRESSURE IRRIGATION EASEMENT ADJACENT TO THE REAR LOT LINES, AND A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE, AND WHITEBARK SUBDIVISION HOMEOWNERS' ASSOCIATION PRESSURE IRRIGATION EASEMENT ADJACENT TO THE INTERIOR SIDE LOT LINES.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
3. LOTS 13 AND 20, BLOCK 3; LOTS 5 AND 6, BLOCK 4; LOT 1, BLOCK 5; AND LOT 1, BLOCK 6, ARE COMMON LOTS SUBJECT TO A BLANKET PUBLIC UTILITIES EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE WHITEBARK SUBDIVISION HOMEOWNERS' ASSOCIATION.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN.
5. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT 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 NON-AGRICULTURAL 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, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
6. IRRIGATION WATER HAS BEEN PROVIDED BY THE NEW YORK IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NEW YORK IRRIGATION DISTRICT. ANY PROPOSED AND/OR FUTURE USAGE OF THE BOISE PROJECT BOARD OF CONTROL FACILITIES ARE SUBJECT TO IDAHO STATUTES TITLE 42-1209.
7. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
8. DIRECT LOT OR PARCEL ACCESS TO E. AMITY ROAD IS PROHIBITED.
9. LOT 13, BLOCK 3; AND PORTIONS OF LOTS 14, 15 AND 20, BLOCK 3, AS SHOWN HEREIN ARE SERVED TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302, IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
10. PORTIONS OF LOTS 4, 5 AND 6, BLOCK 4 ARE ENCUMBERED BY AN EXISTING CITY OF MERIDIAN SANITARY SEWER EASEMENT AS SHOWN HEREON. SEE INSTRUMENT NO. 2017-116163, ADA COUNTY RECORDS.
11. BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE ESTABLISHED NORMAL HIGH GROUNDWATER ELEVATION.
12. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 10701111, AND AN ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 114028847, RECORDS OF ADA COUNTY, IDAHO.
13. THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2017-094139, RECORDS OF ADA COUNTY, IDAHO.
14. LOT 1, BLOCK 5 AND LOT 1, BLOCK 6 ARE COVERED BY A BLANKET EASEMENT FOR THE BEASLEY LATERAL IN FAVOR OF THE BOISE PROJECT BOARD OF CONTROL.
15. THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF A NAMP & MERIDIAN IRRIGATION DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2017-072182, RECORDS OF ADA COUNTY, IDAHO.



EASEMENT NOTE: EASEMENT LINES SHOWN ARE PARALLEL WITH OR PERPENDICULAR TO LOT LINES UNLESS NOTED OR DIMENSIONED OTHERWISE.



LOT 1, BLOCK 6 DETAIL
N.T.S.



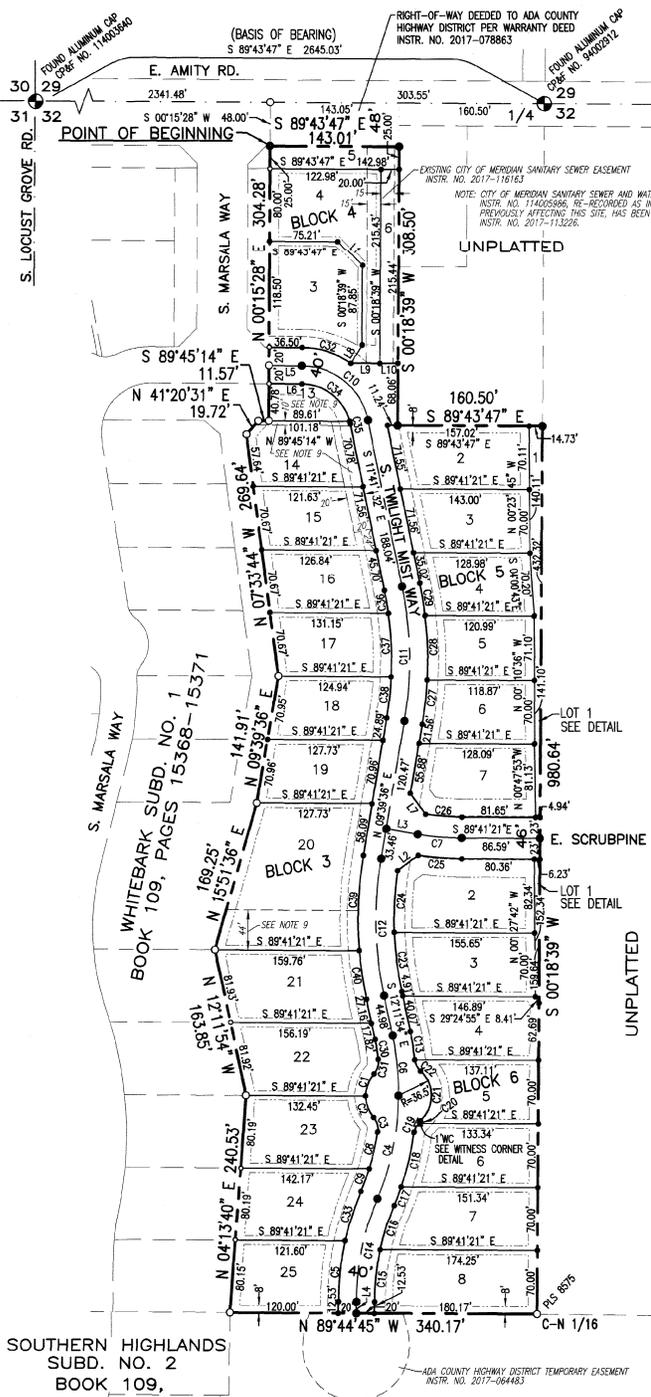
WITNESS CORNER DETAIL
(ACTUAL CORNER FALLS IN FIRE HYDRANT)
N.T.S.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 44°42'32" E	39.15'
L2	N 53°31'15" E	28.47'
L3	N 80°20'24" W	35.55'
L4	S 00°15'15" W	12.53'
L5	S 89°43'50" E	36.50'
L6	S 89°43'50" E	36.50'
L7	N 35°50'10" W	28.53'
L8	S 31°50'35" W	23.31'
L9	S 89°41'21" E	32.19'
L10	S 89°41'21" E	20.00'

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	26.82	36.50	42°06'29"	S 20°30'09" W	26.23	C22	14.47	20.00	41°27'39"	S 27°19'04" E	14.16
C2	25.39	36.50	39°51'10"	S 20°28'41" E	24.88	C23	65.86	380.00	9°55'51"	S 07°13'59" E	65.78
C3	17.16	20.00	49°10'25"	N 15°49'10" W	16.84	C24	69.07	380.00	10°24'49"	S 02°56'21" W	68.97
C4	116.06	300.00	22°09'58"	N 11°39'32" E	115.34	C25	48.40	323.00	8°35'06"	S 85°23'48" E	48.35
C5	67.81	320.00	12°08'26"	S 06°18'28" E	67.68	C26	40.40	277.00	8°21'26"	S 85°30'36" E	40.37
C6	66.89	300.00	12°46'28"	N 05°48'40" W	66.75	C27	49.02	420.00	6°41'15"	N 06°18'59" E	48.99
C7	48.95	300.00	9°20'57"	S 85°00'53" E	48.90	C28	71.24	420.00	9°43'06"	N 01°31'12" W	71.15
C8	41.82	280.00	8°33'29"	N 13°02'53" E	41.78	C29	36.26	420.00	4°56'47"	N 09°13'09" W	36.25
C9	26.46	280.00	5°24'53"	S 20°02'04" E	26.45	C30	22.39	280.00	4°34'52"	N 09°54'28" W	22.38
C10	102.15	75.00	78°02'18"	N 50°42'41" W	94.44	C31	17.16	20.00	49°10'25"	N 16°58'11" E	16.64
C11	149.07	400.00	21°21'08"	N 01°00'58" W	148.21	C32	57.55	95.00	34°42'35"	N 72°22'32" E	56.67
C12	152.60	400.00	21°51'30"	S 01°16'09" E	151.68	C33	57.79	320.00	10°20'50"	S 17°34'06" W	57.71
C13	31.34	320.00	9°36'40"	N 09°23'34" W	31.33	C34	71.97	55.00	74°58'38"	N 52°14'31" W	66.95
C14	117.75	300.00	22°29'16"	S 11°29'53" W	116.99	C35	2.94	55.00	303°40'	N 13°12'32" E	2.94
C15	58.06	280.00	11°52'51"	S 06°11'40" W	57.96	C36	25.70	380.00	3°52'30"	N 09°45'17" W	25.70
C16	51.84	280.00	10°36'25"	S 17°26'19" E	51.76	C37	70.19	380.00	10°34'57"	N 02°31'33" W	70.09
C17	21.92	320.00	3°55'31"	N 20°46'48" E	21.92	C38	45.73	380.00	6°53'41"	N 06°12'46" E	45.70
C18	61.87	320.00	11°04'39"	N 13°16'41" E	61.77	C39	106.09	420.00	14°28'21"	S 02°25'26" W	105.81
C19	10.77	20.00	32°56'45"	S 23°04'44" W	10.74	C40	54.14	420.00	7°23'09"	S 08°30'19" E	54.10
C20	3.71	20.00	10°36'54"	S 42°53'33" W	3.69						
C21	61.95	36.50	97°14'54"	N 08°34'34" E	64.78						



SOUTHERN HIGHLANDS
SUBD. NO. 2
BOOK 109,
PAGES 15616-15619

BLACKROCK SUBD. NO. 1
BOOK 96, PAGES 12003-12008



JOB NO. 170129
SHEET 1 OF 3



BHH INVESTMENTS I, LLC
DEVELOPER
EAGLE, ID

WHITEBARK SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT BHH INVESTMENTS I, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T.3N., R.1E., B.M., MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 32, FROM WHICH THE NORTHEAST CORNER OF SAID NW 1/4 BEARS SOUTH 89°43'47" EAST, 2645.03 FEET; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 SOUTH 89°43'47" EAST, 2341.48 FEET TO THE NORTHEASTERLY CORNER OF WHITEBARK SUBDIVISION NO. 1, AS FILED FOR RECORD IN BOOK 109 OF PLATS AT PAGES 15368 THROUGH 15371, RECORDS OF ADA COUNTY, IDAHO, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THAT PARCEL OF E. AMITY ROAD PUBLIC RIGHT-OF-WAY DEDICATED PER WARRANTY DEED RECORDED AS INSTRUMENT NO. 2017-078863, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE EASTERLY BOUNDARY OF SAID WHITEBARK SUBDIVISION NO. 1 AND THE WESTERLY BOUNDARY OF SAID RIGHT-OF-WAY PARCEL SOUTH 00°15'28" WEST, 48.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF E. AMITY ROAD, THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 89°43'47" EAST, 143.01 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°18'39" WEST, 308.50 FEET;

THENCE SOUTH 89°43'47" EAST, 160.50 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4;

THENCE ALONG SAID EAST LINE SOUTH 00°18'39" WEST, 980.64 FEET TO THE C-N 1/16 CORNER OF SAID SECTION 32, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF BLACKROCK SUBDIVISION NO. 1, AS FILED FOR RECORD IN BOOK 96 OF PLATS AT PAGES 12003 THROUGH 12008, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89°44'45" WEST, 340.17 FEET TO THE SOUTHEASTERLY CORNER OF SAID WHITEBARK SUBDIVISION NO. 1;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID WHITEBARK SUBDIVISION NO. 1:

THENCE NORTH 04°13'40" EAST, 240.53 FEET;

THENCE NORTH 12°11'54" WEST, 163.85 FEET;

THENCE NORTH 15°51'36" EAST, 169.25 FEET;

THENCE NORTH 09°39'36" EAST, 141.91 FEET;

THENCE NORTH 07°33'44" WEST, 269.64 FEET;

THENCE NORTH 41°20'31" EAST, 19.72 FEET;

THENCE SOUTH 89°45'14" EAST, 11.57 FEET;

THENCE NORTH 00°15'28" EAST, 304.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.30 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE-DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC; HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM, AND THE CITY OF MERIDIAN HAS AGREED, IN WRITING, TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 1st DAY OF December 2017.

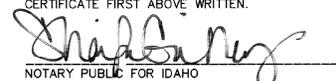

JAMES H. HUNTER
MANAGER, BHH INVESTMENTS I, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 1st DAY OF December 2017, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES H. HUNTER, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF BHH INVESTMENTS I, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.


NOTARY PUBLIC FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 3.2.2018



CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, 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.

CLINTON W. HANSEN, P.L.S.  LICENSE NO. 11118

BHH INVESTMENTS I, LLC
DEVELOPER
EAGLE, ID

ENGINEERING SOLUTIONS Land Surveying and Consulting
MERIDIAN, IDAHO
231 E. 9th St., Ste. A, Meridian, ID 83442
(208) 288-2040 • (208) 288-2557 fax

WHITEBARK SUBDIVISION NO. 2

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 17th DAY OF October, 2017.



Rebecca W. Arnold
PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Roi Badi RSHS 7.19.17
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY TREASURER

I, Vicky McIntyre, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Vicky McIntyre COUNTY TREASURER
by deputy treasurer Katie Wiley
DATE 12-20-2017



APPROVAL OF CITY ENGINEER

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

Walter Shuman 12-8-17
CITY ENGINEER

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2017-121444
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions LP AT 22 MINUTES PAST 12 O'CLOCK P.M., THIS 20th DAY OF December, 2017, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 112 OF PLATS AT PAGES 16434-16436.

[Signature] DEPUTY RECORDER
Christopher D. Ricu EX-OFFICIO RECORDER
\$100

CERTIFICATE OF COUNTY SURVEYOR

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



Jerry L. Hartung
COUNTY SURVEYOR
PLS 5359
12-19-2017

APPROVAL OF CITY COUNCIL

I, C. Jay Coles, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT, AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 5th DAY OF July, 2017, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



[Signature] 12/8/2017
MERIDIAN CITY CLERK



BHH INVESTMENTS I, LLC
DEVELOPER
EAGLE, ID

JOB NO. 170129
SHEET 3 OF 3

ENGINEERING SOLUTIONS LP Meridian, Idaho

LandSolutions Land Surveying and Consulting
231 E. 5th St. Ste. A, Meridian, ID 83642
(208) 288-2540 - (208) 288-2557 fax

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BHH Investments 1, LLC
Attn.: Chad Hamel
729 S. Bridgeway Place
Eagle, Idaho 83616

(Space Above For Recorder's Use)

**FIRST SUPPLEMENTAL TO THE
MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITEBARK SUBDIVISION
AND
NOTICE OF ANNEXATION**

THIS FIRST SUPPLEMENTAL DECLARATION AND NOTICE OF ANNEXATION is made effective on the 28th day of December, 2017, by **Whitebark Subdivision Homeowners' Association, Inc.**, an Idaho non-profit corporation (the "Association"), and **BHH Investments 1, LLC**, an Idaho limited liability company (the "Declarant").

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Whitebark Subdivision were recorded on October 14, 2015, as Instrument No. 2015-095138, Records of Ada County, State of Idaho (the "Declaration");

WHEREAS, the Declarant is authorized to amend the Declaration pursuant to Article VII, Section 7.4 of the Declaration, and the Declarant desires to amend and supplement the Declaration as set forth in this First Supplemental Declaration;

WHEREAS, the Declaration and this First Supplemental Declaration and Notice of Annexation shall be jointly and collectively hereinafter referred to as the "Declaration";

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Annexable Property" or "Annexed Property", more particularly described as follows:

WHITEBARK SUBDIVISION NO. 2, according to the official plat thereof, recorded December 20, 2017, in Book 112 of Plats at Pages 16434 through 16436 as Instrument No. 2017-121444, records of Ada County, State of Idaho;

WHEREAS, the Declarant and the Association desire to subject the Annexable Property to the covenants, conditions, restrictions and provisions of the Declaration and to annex the Annexable

FIRST SUPPLEMENTAL TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEBARK SUBDIVISION AND NOTICE OF ANNEXATION

Page 1 of 5 - 00667689.000

Property under the Declaration; and

WHEREAS, the Association is authorized to subject the Annexable Property to the covenants, conditions, restrictions and provisions of the Declaration and to annex the Annexable Property under the Declaration pursuant to Article VIII, Section 8.1 of the Declaration upon the consent of the Declarant, the affirmative majority of votes of the Members of the Owners Association and the filing of this First Supplemental Declaration in the real property records for Ada County;

NOTICE OF ANNEXATION:

NOW, THEREFORE, under and pursuant to Article VIII, Section 8.1 and 8.2 of the Declaration, the Annexable Property is hereby annexed as follows:

1. The Association and the Declarant hereby declare that the Annexable Property and each Lot, parcel or portion thereof, is and/or shall be annexed into the Association. The Annexable Property (hereinafter "Annexed Property") is hereby included in the definition of "Properties" or "Property" in the Declaration.

2. The Association and the Declarant hereby declare that the Annexed Property and each Lot, parcel or portion thereof, is and/or shall be annexed, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms, covenants, conditions, reservations, easements and restrictions set forth in the Declaration, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Annexed Property, and to enhance the value, desirability and attractiveness of the Annexed Property.

3. The terms, covenants, conditions, reservations, easements and restrictions set forth in the Declaration shall run with the land constituting the Annexed Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Annexed Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon the Association, the Declarant, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by the Association, the Declarant, by any Owner or his successors in interest.

4. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Annexed Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Annexed Property, nor Declarant's right to post signs incidental to construction, sales or leasing.

SECOND SUPPLEMENTAL DECLARATION:

NOW, THEREFORE, under and pursuant to Article VII, Section 7.4 of the Declaration, the Declarant does hereby amend, restate and supplement the Declaration as follows:

ARTICLE VIII

ANNEXATION

Section 8.1 of the Declaration is hereby amended as follows: The phrase “this Article XIII” is amended to read “this Article VIII.”

GENERAL PROVISIONS

Declaration Controlling. Except as amended by this First Supplemental Declaration, the Declaration shall remain unchanged and in full force and effect.

Recitals. All of the recitals referenced herein in this First Supplemental Declaration are fully incorporated by this reference as if set forth in full, and are deemed included.

Binding on Successors. The Declaration, including this First Supplemental Declaration, shall be binding upon and inure to the benefit of the Declarant, the Association, and any Owner, as defined in the Declaration, their successors and assigns.

[End of text. Execution on following pages.]

IN WITNESS WHEREOF, the Association and the Declarant have executed and acknowledged this Supplemental Declaration effective as of the day and year first written above.

ASSOCIATION:

Whitebark Subdivision Homeowners' Association, Inc., an Idaho corporation

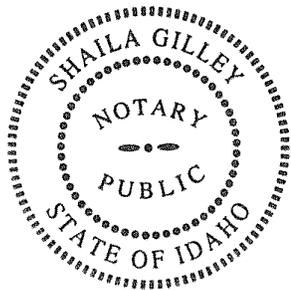
By: [Signature]
Name: Chad Hamel
Its: President

By: [Signature]
Name: Landon Northey
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 28 day of December, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared Chad Hamel and Landon Northey, known or identified to me to the President and Secretary, respectively, of **Whitebark Subdivision Homeowners' Association, Inc.**, an Idaho corporation, the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 3.2.2018

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=38 DAWN TRIVOLIS
FIRST AMERICAN TITLE / EAGLE

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**THIS PAGE IS BEING ADDED TO ACCOMMODATE
RECORDING INFORMATION**

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WHITEBARK SUBDIVISION**

ACCOMMODATION

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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

THIS DECLARATION is made effective on the 14th day of October, 2015, by **BHH INVESTMENTS 1, LLC**, an Idaho limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property," more particularly described as follows:

WHITEBARK SUBDIVISION NO. 1, according to the official plat thereof, recorded October 9th, 2015, in Book 109 of Plats at Pages 15368 through 15371 as Instrument No. 2015-094101, records of Ada County, State of Idaho.

PREAMBLE

NOW, THEREFORE, 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, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons 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 interest therein, and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any Owner or his successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and 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, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE I

DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation of the Association.

1.2 "Assessments" shall mean those payments required of Owners and Association Members including Regular, Special, Limited, Enforcement, Initial Regular and Special, Transfer, Setup, ACC and Construction Deposit Fee Assessments of the Association as further defined in this declaration.

1.3 "Association" shall mean and refer to Whitebark Homeowners' Association, Inc., an Idaho non-profit corporation, its successors and assigns.

1.4 "Association Rules" shall mean those rules and regulations promulgated by the Association governing

conduct upon the use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

1.5 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

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

1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property, except Lots 1, 2, 4, 6 and 9, Block 1; Lot 6, Block 3; Lot 1, and 2, Block 4.

1.8 "Bylaws" shall mean the bylaws of the Association.

1.9 "Committee" shall mean the Architectural Committee described in Article V hereof.

1.10 "Common Area" shall mean all real property (including all the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area in Whitebark Subdivision No. 1 to be owned by the Association at the time of conveyance of the first Lot is described as follows: Lots 1, 2, 4, 6 and 9, Block 1; Lot 6, Block 3; Lot 1, and 2, Block 4.. The Common Area Lots are reserved for landscaping, irrigation and Association recreation facilities. Said Lots are covered by blanket public utility and irrigation easements. These Lots are to be owned and maintained by the Southern Highlands Homeowners' Association, or its assigns. Provided, however, that:

1.10.1 A portion of Lot 6, Block 3; is servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. This lot is encumbered by that Certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system as set forth therein. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and heavy maintenance of the storm drainage facilities.

1.11 "Declaration" or "Supplemental Declaration" shall refer to this declaration as hereafter amended and supplemented from time to time.

1.12 "Declarant" shall mean and refer to **BHH INVESTMENTS 1, LLC**, an Idaho limited liability company, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant expressly assigns and transfers in writing to such transferee the Declarant's rights with respect to such Lots.

1.13 "Fine" shall mean and refer to a penalty imposed and levied by the Board of Directors of the Association against an Owner for a violation of any of the general covenants, conditions and restrictions described in Article II, which fine shall be subject to the provisions of Idaho Code § 55-115.

1.14 "Grantor" shall mean and refer to the Declarant.

1.15 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

1.16 "Lot" shall mean and refer to a Building Lot, except Lots 1, 2, 4, 6 and 9, Block 1; Lot 6, Block 3; Lot 1, and 2, Block 4 which are Common Area Lots.

1.17 "Member" shall mean each person or entity holding a membership in the Association.

1.19 "Mortgage" shall mean and refer to any mortgage or deed to trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.20 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.21 "Plat" shall mean the recorded Plat of WHITEBARK SUBDIVISION NO. 1 recorded on October 9th, 2015, as Instrument No. 2015-094101, official records of Ada County, Idaho, and the recorded Plat of any other Properties annexed hereto.

1.22 "Properties" or "Property" shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.

1.23 "Set Back" means the minimum distance established by law between the dwelling unit or other structure referred to and a given street, road or Lot line.

1.24 "Subdivision" shall have the same meaning as "Properties" or "Property" and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.

1.25 "Unit" shall mean one residence, which shall be situated upon a Lot.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **Land Use and Building Type.** All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential dwelling Unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the Subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the Subdivision; and further provided that such business does not employ any person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and

sales activities relating to the Subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. The prohibition of use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot.

2.1.1 **Size Limitations.** All Units shall have not less than 1,600 square feet of interior floor area, exclusive of porches and garages.

2.1.2 **Garages.** Each Unit constructed with the Property shall include at least a two (2) car, enclosed garage, which is an integral part of the Unit structure.

2.1.3 **Storage Buildings.** No outbuilding shall be constructed, erected or placed until the same has been approved by the Architectural Committee as to size, location and exterior design. It is Declarant's intent that the design of any outbuilding, which the Architectural Committee may approve, must be consistent with the dwelling unit existing or to be constructed on the said Lot and the placement of any outbuildings are located to minimize potential negative aesthetic impact on adjoining property and the Subdivision. No outside storage building may be constructed to be neither larger than 8' x 10' nor taller than 8' without approval of the Architectural Committee and any applicable government authority with jurisdiction over same. All outbuildings, regardless of size, must be approved in writing by the Architectural Committee and any applicable government authority with jurisdiction over same.

2.1.4 **Roofing Material.** The roof of each Unit may be constructed of asphalt shingles, or such other material as may be approved by the Architectural Committee in writing.

2.2 **Architectural Control.** No improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, exterior color and materials, physical or artistic conformity to the terrain and the other improvements on the Property, which the Architectural Committee, in their reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout of design of buildings except to the extent incidentally necessitated by use and size requirements.

2.3 **Exterior Maintenance: Owner's Obligations.** No improvements, including mail boxes and landscaping, shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. Owners shall be responsible for regular weed removal. In the event that any Owner shall permit any improvement, including trees, landscaping or the over-growth of weeds, 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 damage to Property or facilities on or adjoining their Lot which would otherwise be the Associations' responsibility to maintain, the Board, upon ten (10) days prior written notice to the Owner of said Lot, 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 set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses

including attorney's fees incurred by the Association in taking such corrective action, 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If after ninety (90) days of the repair, restoration or reconstruction of such damaged or destroyed improvements have not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon Owners Lot for the purpose of doing so and such Owner shall bear all costs incurred by the Association, a lien shall be applied to the Lot.

2.4 Improvements Location. No improvements shall be constructed in violation of set-back requirements established by law, or by this Declaration as set forth on the recorded plat of the Subdivision.

2.5 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.6 Temporary Structures. No improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.7 Signs. All signs shall be subject to the prior written approval of the Architectural Committee, and no sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales period, and the design of all such signs shall be aesthetically consistent with the style, artwork, color and design of Declarant's signs for the Subdivision and approved by the members of the design committee. Political signs no more than 2x2 may be displayed for a period up to one month before Election Day and shall be removed from the Lot on the day immediately following Election Day.

2.8 Oil, Gas and Mining Operations. No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil or natural gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property without the prior written authorization of Declarant which may be withheld in Declarant's sole discretion. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property without the prior written authorization of Declarant which may be withheld in Declarant's sole discretion.

2.9 Livestock and Poultry. Livestock, including, without limitation, roosters, horses, cattle, poultry, goats, sheep, swine, pot-bellied pigs, llamas, alpacas or any other species of farm animal or livestock, shall not be permitted to be raised, kept or bred on any Lot. Domestic dogs, cats or other household pets may be kept on any Lot provided that the Owner of such domestic pets complies with all city and county laws, rules and regulations. Such domestic pets may be kept only for personal and recreational purposes and shall not be kept, bred, or maintained for any commercial purpose. Exceptions may be granted on a case by case basis by the Declarant for 4-H, FFA or other youth programs.

2.10 **Garbage and Refuse Disposal.** No rubbish, trash, garbage, refuse, debris or recycling materials shall be placed or allowed to remain on the Property except trash and recycling materials kept and maintained within the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition, and shall be appropriately screened and kept out of view from any street except as necessary on trash pickup days.

2.11 **Water Supply.** No individual domestic water supply system shall be permitted on any Lot.

2.12 **Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot. All Lots shall be subject to all sewer requirements and charges of the City of Meridian, including the following:

2.12.1 Each Owner shall submit to inspection by the Department of Public Works, the Department of Building, or other Department whenever a subdivided Lot is to be connected to the sewage system constructed and installed on and within its Property.

2.12.2 The Declarant/Owner of this Subdivision, or Lot or Lots therein, shall and hereby does vest in the City of Meridian the right and power to bring all actions against the Owner of the premises hereby conveyed or part thereof for the collection of any charges herein stated.

2.12.3 A monthly sewer charge must be paid after connecting to the City of Meridian public sewer system, according to the ordinances and laws of City of Meridian.

2.13 **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fences must at all times comply with City of Meridian and Ada County Highway District laws, rules and regulations.

2.14 **Declarant's Right.** Declarant reserves the right to construct residences and other improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

2.15 **Boats, Campers, and Other Vehicles.** No boats, trailers, tractors, recreational vehicles, (i.e., any trailers, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, un-repaired, broken-down or unsightly vehicles, or similar equipment, off-road motorcycles, snowmobiles, personal watercraft, commercial vehicles or trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) for more than forty-eight (48) consecutive hours unless enclosed by a structure or screened from view in a manner approved, in writing, by the Architectural Committee.

2.16 **Bathrooms.** All bathrooms sink and toilet facilities shall be inside residence buildings and shall be connected by underground pipes directly with the sewer system.

2.17 **Antennae.** No television antennae, satellite receivers, or radio aerials shall be installed on the Property, with a diameter larger than 24". Antennae with 24" diameter or less must have ACC approval as to location on premises.

2.18 **Hazardous Activities.** No activity shall be conducted on or in any Unit or Lot, which is or might be unsafe or hazardous to any person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property; no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or with a safe and well-designed interior fireplace, except such controlled and attended fires required for clearing or maintenance of land.

2.19 **Unsightly Articles.** No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Committee. "Screened" is defined as being concealed or made non-visible from eye level, at grade, from all points within the Property.

2.20 **Light, Sound - General.** No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot, which is unreasonably loud, or annoying, and no odors shall be emitted on any property, which are noxious or offensive to others.

2.21 **Construction.** During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.22 **Re-Construction.** In any case where it is necessary to reconstruct a Unit said re-construction shall be prosecuted diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, unless prevented by causes beyond control and only for such time that such causes continue.

2.23 **Maintenance and Repair.** In the event the improvements on any Lot shall suffer damage, destruction or disrepair from any cause, the Owner thereof shall undertake the repair, restoration and reconstruction thereof within thirty (30) days of such damage or destruction.

2.24 **Fences.** All fences must comply with all applicable City of Meridian and Ada County Highway District provisions and regulations, and must be approved in writing by the Architectural Committee in accordance with the procedures and provisions of section 2.2 above.

2.25 **Dog Runs and Kennels.** No dog run or kennel shall be constructed, erected or placed until the same has been approved by the Architectural Committee as to size, location and exterior design. It is Declarant's intent that the placement of any dog run or kennel be located to minimize potential negative aesthetic impact on adjoining property and the Subdivision. All dog runs or kennels, regardless of size, must be approved in writing by the Architectural Committee. No dog run or kennel shall be permitted to be kept or placed within five (5) feet of a set-back line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such dog runs or kennels shall comply with all applicable laws and rules.

2.26 **Plat Conditions.** All covenants, conditions and restrictions, notes, easements and other matters set forth on all Plats are hereby incorporated by reference as material terms of this Declaration and notice is hereby

given to the same.

2.27 Front and Side Yards. Subject to the Architectural Committee's prior approval of a landscape plan submitted by an Owner consistent with the Architectural Committee's landscape guidelines, the front yard of each Lot, and the side yard of any Lot which is adjacent to a street, must be landscaped and planted with sod or seed within thirty (30) days of issuance of the Certificate of Occupancy for a residential dwelling Unit on any Lot, except between December 1st and February 15th, and then as soon thereafter as the weather permits, together with a minimum of one (1) Street tree, at least 2 inch caliper maple or conifer trees per the approved overall Whitebark Landscape plan, one (1) 2 inch caliper Maple and ten (10) five-gallon bushes, and an underground automatic sprinkler system attached to the pressurized irrigation system. All remaining portions of the yard area of each Lot must be planted with sod, seeded and/or landscaped, within ninety (90) days of issuance of the Certificate of Occupancy, or as soon thereafter as weather permits. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3 or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder, and the Board, upon ten (10) days prior written notice to the Owner of said Lot, 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 set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

2.27.1 Residential Lot Landscaping. If Declarant sells one or any of the lots to a third party, the new owner of the lot or lots (third party) must maintain the lot with absence of weeds, debris, and unsightly material. Following the close date of the lot sale or sales, the new owner has 1 year to begin construction or residential home which is to be diligently prosecuted to completion. If construction of the home is not started within 1 year of close date, the entire lot other than southerly graded sloped portion (if it exists) needs to be fully landscaped with grass or sod, irrigated and maintained (mowed) in a tasteful manner. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3 or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder, and the Board, upon ten (10) days prior written notice to the Owner of said Lot, 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 set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

2.28 No Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written Approval of the Declarant or the Architectural Committee. The Owner of any Lot who dumps such material shall be liable for the cleanup and/or removal costs.

2.29 **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 Architectural Committee and the Ada County Highway District (“ACHD”). For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

2.29.1 **ACHD Storm Water Drainage System**. A portion of Lot 6, Block 3; is servient to and contain the ACHD storm water drainage system. This lot is encumbered by that Certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the “Master Easement”). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system as set forth therein. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and heavy maintenance of the storm drainage facilities.

2.29.1.1 **ACHD Right to Inspect and Maintain**. ACHD shall have the right at all reasonable times, except in the case of emergency then at any time, to inspect the storm water drainage system, and perform any required maintenance and repairs.

2.29.1.2 **ACHD Approval of Amendments**. Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or any manual for the light maintenance of the ACHD storm water drainage system by the Association, having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

2.29.1.3 **ACHD Assessment and Lien Rights**. ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien on those portions of Lot 6, Block 3; that is servient to and contain the ACHD storm water drainage system for such unpaid assessments for maintenance and repair to the storm water drainage system.

2.30 **Lot Grading and Drainage**. The Owner of any Lot within the Property shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, or any other means or devices, which are not the responsibility of the ACHD or other public agency, and plantings and ground cover installed or completed thereon to the specifications and requirements set forth in the International Residential Code. Drainage directed to the adjacent road right of way shall be limited to that area as depicted on the approved Civil Grading Plan for Whitebaek Subdivision No. 1, if any. Said Civil Grading Plan is general as it pertains to grading; it does not depict final grading and in no way replaces the requirements of the International Residential Code.

2.31 **Direct Lot Access**. Direct Lot access to Amity Road and Whitebark Street is prohibited.

2.32 **Water Rights Appurtenant to Subdivision Lands; Pressurized Urban Irrigation System**. This Subdivision is within Nampa-Meridian and Boise-Kuna Irrigation Districts (the “Irrigation Districts”). The Declarant has made provisions to provide irrigation water to the individual Lots from the Irrigation Districts in compliance with Section 31-3805(b), Idaho Code. Irrigation water is delivered by the Boise Project Board of Control (the “BPBC”). Lots within the Subdivision will be entitled to irrigation water rights, and will be obligated

for assessments from the Irrigation Districts and the BPBC. The Association owns and shall maintain the gravity-flow pressurized urban irrigation system (the "PUIS") located on the Property for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Lots, and to the Association for irrigation of the Whitebark Subdivision Common Areas. The construction, ownership, operation and maintenance of the PUIS may be pursuant to the terms and conditions of an agreement for pressurized urban irrigation system, if any, including any amendments, addendums or supplements thereto (collectively, the "PUIS Agreement"), entered into or to be entered into between the Declarant and/or the Association and/or the Irrigation Districts and the BPBC pursuant to Section 43-330A, Idaho Code. A copy of the PUIS Agreement, if any, shall be available to any Owner at the offices of the Association. Each Lot shall be subject to the Irrigation Districts' and the BPBC's and/or the Association's assessments for the cost and expense of water, water delivery, and operation, maintenance, repair or replacement of the PUIS in accordance with the PUIS Agreement, if any.

Irrigation water for the PUIS is delivered through a pump station system and groundwater well facilities located on and within the neighboring Southern Highlands Subdivision No. 1, which facilities are owned, operated and maintained by the Southern Highlands Subdivision Homeowners' Association, Inc. (the "Southern Highlands Association"). The Association shall pay an annual assessment to the Southern Highlands Association for its pro-rata share of the costs for the operation, maintenance and repair of the pump station system and groundwater well facilities serving the PUIS. The Association's pro-rata share of the costs for the operation, maintenance and repair of the pump station system and groundwater well facilities shall be an amount equal to twenty five percent (25%) of the costs incurred by the Southern Highlands Association for the operation, maintenance and repair of the pump station system and groundwater well facilities. All Lots in the Subdivision shall be subject to assessment for the Association's pro-rata share of the costs for the operation, maintenance and repair of the pump station system and groundwater well facilities as part of the annual Regular Assessment provided for herein.

The PUIS shall not include any distribution lines or other improvements beyond the water service taps installed on the Lots. The Irrigation Districts, the BPBC and/or the Association shall have no duty, obligation or responsibility for any portion of the irrigation system or underground sprinkler system located on a Lot from the point of connection to the PUIS water service taps installed on the Lots, and the maintenance, repair and replacement of same shall be the responsibility and duty of the Owner of the Lot. Further, the Owner of each Lot across which passes an irrigation drainage ditch or pipe shall be responsible for the maintenance thereof unless such responsibility has been assumed otherwise pursuant to the PUIS Agreement. Each owner of a Lot waives any claim against the Association, Declarant, the Irrigation Districts and/or the BPBC for interruption or unavailability of adequate or contaminated water to or through the PUIS.

2.33 **PUIS Rules, Regulations and Information Guide.** The PUIS Rules, Regulations and Information Guide shall mean and include the guide and/or operation and maintenance manual, if any, available at the office of the Association containing the rules and regulations for the use, operation and maintenance of the PUIS for Whitebark Subdivision adopted or to be adopted by the Association, as may be promulgated by the Association and/or the Declarant and/or the Irrigation Districts and/or the BPBC, or provided for or contained in the PUIS Agreement, and as may be amended from time to time by the Association and/or the Declarant and/or the Irrigation Districts and/or the BPBC. Each Lot shall be subject to the PUIS Rules, Regulations and Information Guide. The Association and/or the Declarant and/or the Irrigation Districts and/or BPBC may establish rules regarding scheduling for utilization of the PUIS, including but not limited to establishing alternate day irrigation schedules, time limitations and volume limitations for irrigation water, pursuant to the PUIS Agreement, the PUIS Rules, Regulations and Information Guide, if any, or any other notice or publication of rules regarding the PUIS.

NOTICE REGARDING PRESSURIZED URBAN IRRIGATION SYSTEM

Water from the PUIS is unfit for human consumption. It contains untreated surface water which may contain disease causing organisms and/or other contaminants. If you drink PUIS water it is likely that it will make you sick and, while less likely, it is possible that the illness will result in your death or permanent disability. Surface water can also contain agricultural chemicals that can be hazardous to your health.

DO NOT UNDER ANY CIRCUMSTANCES DRINK WATER FROM THE PUIS.

Homeowners should ensure that all irrigation water faucets and risers are adequately marked. Do not remove tags or other warning markings from the PUIS risers. If you should find a riser that is unmarked, please notify the Association and/or the Irrigation Districts and/or the BPBC.

Homeowners should also satisfy themselves that no cross-connections between the potable water system and the PUIS were made by previous owners. Never interconnect your drinking water and the PUIS.

If you have any questions or concerns about the PUIS in this Subdivision please contact the Association, the Irrigation Districts, the BPBC, the Central District Health Department and/or the Department of Environmental Quality.

2.34 Slope Restrictions. None

2.35 Government Rules and Ordinances. This Declaration and the provisions hereof are subject to all rules, regulations, laws and ordinances of all applicable government agencies, entities and authorities having jurisdiction over the Property. In the event that any of the provisions of this Declaration are less restrictive than any applicable governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. In the event that any governmental rule, regulation, law or ordinance would render any provision of this Declaration unlawful, then such provision of this Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

2.36 Imposition of Fines for Violation of General Covenants Conditions and Restrictions. Consistent with the provisions and requirements of Idaho Code § 55-115, the Board of Directors of the Association shall have the authority to impose and levy fines against an Owner for the violation of any general covenant, condition or restriction described in this Article II. The nature and purpose of a fine authorized by this section shall be that of a penalty imposed and levied by the Board of Directors against an Owner to discourage violation of the general covenants, conditions and restrictions described in this Article II. Violations of the general covenants, conditions and restrictions described in this Article II are deemed to frustrate the intents, objectives and purposes of the Master Declaration that, as set forth in the Preamble above, the covenants, conditions and restrictions “*... 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 Board of Directors of the Association shall have the authority to determine, schedule and publish the amount and frequency of fines for violations of any of the general covenants, conditions and/or restrictions described in this Article II. All fines imposed and levied under this Article II shall be separate from and in addition to any assessment authorized under Article IV of this Declaration, including, without limitation, limited and enforcement assessments levied under Article IV, sections 4.2.3 and 4.2.4 below. Fines for violations of the general covenants, conditions and/or restrictions described in this Article II shall be a charge on the land and shall be a continuing lien upon the property against which each fine is charged. Each fine, together with interest, shall also be the personal obligation of the person who was the Owner of the property at the time when the fine fell due. The Association shall have the same remedies for non-payment of fines as it does for non-payment of assessments under Article IV, section 4.7 below. The Board of Directors of the Association shall

comply with the provisions and requirements of Idaho Code § 55-115 in imposing and levying fines for violations of the general covenants, conditions and/or restrictions described in this Article II.

ARTICLE III

WHITEBARK SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

3.1 **Organization of Association.** The Whitebark Subdivision Homeowners' Association, Inc. ("Association") is an Idaho nonprofit corporation formed under the provisions of the Idaho Nonprofit Corporation Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 **Membership.** Each Owner of a Lot subject to this Declaration (including the Declarant) by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.3 **Voting.** The Association shall have two (2) classes of memberships.

3.3.1 **Class A.** The "Class A Members" shall be the Members of the Association who are all Owners of Lots within the Property, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as the Class B Member's voting rights are granted and transferred to the Class A Members as provided below. Upon the Class B Member's grant and transfer of voting rights to the Class A Members, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

3.3.2 **Class B.** The "Class B Member" shall be the Declarant. The Class B Member shall be the only voting Member of the Association until such time as the Class B Member's voting rights are specifically and expressly granted and transferred to the Class A Members and the Class B membership is terminated in a writing recorded in the records of Ada County, Idaho. If Declarant has not specifically and expressly granted and transferred such Class B voting rights in such a recorded writing, the Owner of a Lot shall be a Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Declarant (including a transferee who becomes Declarant) specifically and expressly grants and transfers the Class B Member's voting rights to the Class A Members, terminates the Class B membership and relinquishes its rights as Declarant under the Master Declaration in a writing recorded in the records of Ada County, Idaho. The Declarant shall have the absolute right to terminate, grant, transfer and relinquish the Class B voting rights and convert the same to Class A voting rights, at any time in Declarant's sole and absolute discretion, with respect to all or any portion of the Lots and/or all or any other portion or phase of the Properties, the Subdivision and/or any annexed property by recording a written instrument specifically and expressly terminating, granting, transferring and relinquishing such Class B voting rights to the Class A Members as provided in this paragraph above. The Declarant may assign and transfer its Class B membership and Class B voting rights to its successors in title to Lot(s) who become Owners and

Members of the Association in a writing recorded in the records of Ada County, Idaho.

3.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, Bylaws, and this Declaration as the same may be amended and supplemented from time to time. For so long as BHH Investments 1, LLC, an Idaho limited liability company (the "Declarant"), or its successors or assigns, is the Class B Member and holds the Class B voting rights, or owns one (1) or more Lots, the Declarant alone shall have the unilateral right to appoint and/or elect all of the Directors to the Board as set forth in the Articles of Incorporation and/or the Bylaws of the Association consistent with Idaho Code § 30-3-66. The number of directors of the Association shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things, which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws.

3.5.1.1 Assessments. The power to levy assessments (Annual, Special, Limited, Enforcement, Initial Regular and Special, and Transfer, Setup and ACC Fee) on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

3.5.1.2 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 this Declaration of the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

3.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. 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 to delegate.

3.5.1.4 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 which are consistent with this Declaration (the Association Rules).

3.5.1.5 Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

3.5.1.6 Fines. The power to impose and levy fines against the Owners of Lots and to force payment of such fines for violations of any of the general covenants, conditions and restrictions described in Article II subject to the provisions of Idaho Code § 55-115, and in accordance with the provisions of this Declaration.

3.5.2 **Duties of the Association.** In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

3.5.2.1 **Right-Of-Way Maintenance.** Maintain repair and replace the sidewalks, landscaping, including the sprinkler system installed on any public right-of-way adjacent to the Property and such other landscaping located within the Properties, as the Board deems necessary or appropriate.

3.5.2.2 **Common Area Maintenance.** The Association shall perpetually maintain the Common Area landscaping and improvements on Lots 1, 2, 4, 6 and 9, Block 1; Lot 6, Block 3; located within the Subdivision.

3.5.2.3 **Street Lights.** The Association shall maintain, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the Ada County Highway District or other governmental entity including the City of Meridian.

3.5.2.4 **Storm Water Maintenance.** Subject to Section 2.29.1 above, the Association shall maintain the ACHD storm water drainage system located within the Subdivision for the benefit of the Ada County Highway District in accordance and compliance with this Declaration, the covenants, conditions and restrictions contained herein, or any manual for the light maintenance of the ACHD storm water drainage system by the Association, and all other applicable requirements of the Ada County Highway District.

3.5.2.5 **Insurance.** The Association may obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance.

3.5.2.5.1 Commercial general liability insurance insuring the Association's activities upon, in and about the Property against claims of personal injury, bodily injury or death or property damage or loss. The limits of liability of all such insurance shall be not less than \$1,000,000.00 for personal injury or bodily injury or death of any one person, \$1,000,000.00 for personal injury or bodily injury or death of more than one person in one occurrence, and \$1,000,000.00 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$1,000,000.00 per occurrence.

3.5.2.5.2 Full coverage directors and officers liability insurance with a limit of One Million Dollars (\$1,000,000.00), if the Board so elects.

3.5.2.5.3 Such other insurance including 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 their person charged with the management or possession of any Association funds or other property.

3.5.2.5.3 The Association shall be deemed trustee of the interests of all Members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

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

3.5.2.6 **Rule Making**. Make, establish, promulgate, amend and repeal the Association rules.

3.5.2.7 **Architectural Committee**. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

3.5.2.9 **Subdivision Approval Responsibilities**. Perform all continuing duties and responsibilities imposed upon the Grantor pursuant to any governmental approvals relating to the Property including, without limitation, those set forth in the preliminary plat approval for the Subdivision.

3.6 **Personal Liability**. No member of the Board or any committee of the Association or the Architectural Committee or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or 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 other representative or employee of the Association, the Declarant or the Architectural Committee, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation of Assessments**. Except for Declarant, each Owner of any Lot, by acceptance of a deed to the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

4.1.1 Regular annual assessments or charges.

4.1.2 Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

4.1.3 Limited assessments as hereinafter provided;

4.1.4 Enforcement assessments as hereinafter provided; and

4.1.5 Initial Regular and Special Assessment, and Transfer, Setup, ACC and Construction Deposit Fee assessments as hereinafter provided.

The Regular, Special, Limited, Enforcement, Initial Regular and Special Assessment, and Transfer, Setup and ACC Fee assessments, together with interest, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, shall

also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments.

4.2.1 Regular Assessments. The regular annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any landscaped areas maintained by the Association, to pay property taxes, insurance and other assessments, to pay the annual assessments by the Water Users Association for delivery of irrigation water, and for operation, maintenance and repair of the PUIS and the pump station system and groundwater well facilities serving the PUIS, and to pay any assessments by ACHD for the maintenance and repair of the storm water drainage system, and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association.

4.2.2 Special Assessments for Capital Improvement. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments, provided that any such assessment shall be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, for so long as Declarant owns one (1) or more Lots or has the right to elect and/or appoint the Board of Directors of the Association, the Declarant alone, without requiring a meeting or a vote of the membership of the Association or the consent of any other party, may unilaterally declare and levy a special assessment for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments.

4.2.3 Limited Assessments. The limited assessments may be levied against any owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such Owner, without limitation, costs and expenses incurred for the repair and replacement of any property maintained by the Association damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein. The nature and purpose of limited assessments are to reimburse the Association for its actual costs and expenses incurred in obtaining corrective action, repairing and replacing damaged property, and for landscaping and maintenance expenses caused by the negligent and willful acts of an Owner or occupant of a Lot.

Limited assessments are not intended and shall not be construed as Fines imposed or levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above. Limited assessments represent actual costs and expenses incurred by the Association and shall be separate from and in addition to any Fines imposed and levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above; and, therefore, limited assessments shall not be subject to the provisions of Idaho Code § 55-115.

4.2.4 Enforcement Assessments. Enforcement assessments may be levied against any Owner in an amount equal to the attorneys' fees, costs and expenses incurred by the Association in attempting to collect any assessment or enforce any covenant, condition or restriction provided for herein, or in demanding an Owner's compliance with any provision of this Declaration, including but not limited to charges for compliance demand notices, and attorneys' fees, costs and expenses necessitated by such

Owner's failure to correct non-complying conditions. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees, costs and expenses incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees, costs and expenses so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject.

The nature and purpose of enforcement assessments are to reimburse the Association for its actual costs and expenses incurred in attempting to collect any assessment or fine, enforce any covenant, condition or restriction provided for herein, or in obtaining an Owner's compliance with any provision of this Declaration. Enforcement assessments are not intended and shall not be construed as Fines imposed or levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above. Enforcement assessments represent actual costs and expenses incurred by the Association and shall be separate from and in addition to any Fines imposed and levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above; and, therefore, enforcement assessments shall not be subject to the provisions of Idaho Code § 55-115.

4.2.5 Initial Regular and Special Assessment, and Transfer, Setup, ACC and Construction Deposit Fee Assessments.

4.2.5.1 Initial Regular and Special Assessment. Upon the sale of each Lot by Grantor or an Owner, the purchaser shall pay an initial regular and special assessment equal to the balance of the prorated amount of the regular annual assessment under Section 4.3 below and any special assessment under Section 4.2.2 above then in effect remaining for the calendar year in which the Lot is conveyed and transferred by Grantor or an Owner to the purchaser. Such initial regular and special assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor or an Owner to the purchaser. Grantor or an Owner, as agent for the Association, shall be entitled to collect the initial regular and special assessment at the escrow closing of the Lot sale for payment by the escrow agent to the Association.

4.2.5.2 Setup Fee Assessment. Upon the sale of each Lot by Grantor or an Owner, the purchaser shall pay a one-time set up fee assessment of Five Hundred Dollars (\$500.00) per Lot. Such setup fee assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor or an Owner to the purchaser. Grantor or an Owner, as agent for the Association, shall be entitled to collect the setup fee assessment at the escrow closing of the Lot sale for payment by the escrow agent to the Association. The setup fee assessment shall be used to defray organizational cost for the Association and general costs of operation.

4.2.5.3 Transfer Fee Assessment. Upon the sale of each Lot by Grantor or an Owner, the purchaser shall pay a one-time transfer fee assessment of Five Hundred Dollars (\$500.00) per Lot. Such transfer fee assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor or an Owner to the purchaser. Grantor or an Owner, as agent for the Association, shall be entitled to collect the transfer fee assessment at the escrow closing of the Lot sale for payment by the escrow agent to the Association. The transfer fee assessment shall be used to defray organizational cost for the Association and general costs of operation.

4.2.5.4 ACC Fee Assessment. Consistent with Article V below, the Architectural Committee also may require a fee to accompany each application for approval of any plans and specifications for improvements to be constructed on a Lot, or additional factors which it will take into

consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed Five Hundred Dollars (\$500.00). Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

4.2.5.5 Construction Deposit Fee Assessment. Upon the initial sale of each Lot from Grantor to an Owner, Grantor may require the Owner to pay a construction deposit fee assessment of up to Five Thousand Dollars (\$5,000.00). Such construction deposit fee assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor to Owner. Grantor, as agent for the Association, shall be entitled to collect the construction deposit fee assessment at the escrow closing of the Lot sale for payment by the escrow agent to the Association. The construction deposit fee assessment may be used by the Association for cleanup on the Lot during the construction period on the Lot if, in the sole discretion of the Association, the Lot is not adequately maintained and construction debris and waste is not timely removed from the Lot during the construction period on the Lot or the construction and landscaping are not complete. The Association shall refund the construction deposit fee assessment to the Owner following issuance of the Certificate of Occupancy for the home on the Lot and the completion of all construction cleanup on the Lot, and construction and landscaping are complete. The construction deposit will expire after 24 months from the date of the lot sale and will be forfeited to the HOA general fund if work has not been completed and signed off by the HOA.

4.3 Regular Annual Assessment. The regular annual assessment to be assessed by the Association shall be Five Hundred Dollars (\$500.00) per Lot per year, exclusive of fees and assessments of the Water Users Association for delivery of irrigation water, operation, maintenance and repair of the PUIS, or any other entity for delivery of extended season irrigation water, or any assessments by ACHD for the maintenance and repair of the storm water drainage system, or any other operating costs of the Association. The regular annual assessment may be invoiced by the Association and due and payable from an Owner to the Association in prorated amounts on a monthly, quarterly, biannual, semi-annual, annual or any other basis deemed appropriate by the Association in its sole and absolute discretion from time to time.

4.3.1 The regular annual assessment may be increased by the Board each year by not more than ten percent (10%) above the regular annual assessment for the previous year without a vote of the membership of the Association as provided below. Notwithstanding the foregoing, for so long as Declarant owns one (1) or more Lots or has the right to elect and/or appoint the Board of Directors of the Association, the Declarant alone, without requiring a meeting or a vote of the membership of the Association or the consent of any other party, may unilaterally increase the regular annual assessment by any commercially reasonable amount for the purpose of meeting the costs and expenses of the Association and its obligations under this Declaration consistent with any current, proposed or estimated operating budget of the Association.

4.3.2 The regular annual assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose. Notwithstanding the foregoing, for so long as Declarant owns one (1) or more Lots or has the right to elect and/or appoint the Board of Directors of the Association, the Declarant alone, without requiring a meeting or a vote of the membership of the Association or the consent of any other party, may unilaterally increase the regular annual assessment by any commercially reasonable amount for the purpose of meeting the costs and expenses of the Association and its obligations under this Declaration consistent with any current, proposed or estimated operating budget of the Association.

4.3.3 The Board of Directors of the Association may fix the amount of the regular annual

assessment at an amount as established from time to time.

4.4 Notice and Quorum for any Action Authorized Under Sections 4.2.2 and 4.3. Notwithstanding and subject to Declarant's right to increase assessments under Sections 4.2.2, 4.3.1 and 4.3.2 above, written notice of any meeting called for the purpose of taking any action by the membership of the Association authorized under Sections 4.2.2 and 4.3 shall be sent to all members not less than ten days (10) or more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.5 Uniform Rate of Assessment. Both regular annual and special assessments must be fixed at a uniform rate for all Lots and may be invoiced and collected on a monthly, quarterly, biannual, semi-annual, annual or any other basis deemed appropriate by the Board of Directors of the Association in its sole and absolute discretion from time to time.

4.6 Date of Commencement of Assessments - Due Dates. The regular annual assessments or any special assessments then in effect as provided for herein shall commence as to a Lot or Lots on the first day of the first year following the conveyance of the Lot or Lots from Declarant to an Owner or Owners. The Board of Directors shall fix the amount of the regular annual assessment against each Lot at least thirty (30) days in advance of each regular annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.7 Effect of Non-payment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall incur a late payment fee of Two Hundred Dollars (\$200.00), and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at the highest rate allowed by law if such rate is less than 18%. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment, which become due prior to such sale or transfer but shall not extinguish personal liability. No sale or transfer but shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.9 Declarant Not Obligated to Pay Assessments. The Declarant shall not be obligated to pay any assessments under this Article IV on any Lot owned by Declarant.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.1 **Members of the Committee.** The Architectural Committee for the Property, sometimes referred to as the "Committee", shall consist of three (3) members. The following persons are hereby designated by Declarant as the initial members of the Committee for the Property:

<u>Name</u>	<u>Address</u>
Brad Pfanmuller	1025 S. Bridgeway Place, Suite 290, Eagle, Idaho 83616
Chad Hamel	1025 S. Bridgeway Place, Suite 290, Eagle, Idaho 83616
Randi Meredith	1025 S. Bridgeway Place, Suite 290, Eagle, Idaho 83616

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause by the Declarant.

5.2 **Right of Appointment and Removal.** For so long as BHH Investments 1, LLC, an Idaho limited liability company (the "Declarant"), or its successors or assigns, is the Class B Member and holds the Class B voting rights, or has the right to appoint and/or elect the Association's Board of Directors, or owns one (1) or more Lots, the Declarant alone shall have the unilateral right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

5.3 **Review of Proposed Construction.** The Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee to review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

5.3.1 **Conditions on Approval.** The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

5.3.2 **Committee Rules and Fees.** The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed Five Hundred Dollars (\$500.00) Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board.

Such rules and guidelines may establish, without limitation, procedures, specific rules and

regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

5.3.3 Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, stamped landscape plans by a landscape architect, stamped drainage plans by a civil engineer, elevation drawings, colored renderings, and descriptions or samples of exterior material colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

5.3.4 Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within seven (7) days after the date of the filing of said materials with the Committee. The said seven (7) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such application and acknowledging that such application is complete.

5.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.9. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the committee.

5.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

5.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

5.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

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

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

5.7.3 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of compliance from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

5.7.4 Upon the initial sale of each Lot from Grantor to an Owner, Grantor may require the Owner to pay a construction deposit fee assessment of up to Five Thousand Dollars (\$5,000.00). Such construction deposit fee assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor to Owner. The construction deposit fee assessment may be used by the Association for cleanup on the Lot during the construction period on the Lot if, in the sole discretion of the Association, the Lot is not adequately maintained and construction debris and waste is not timely removed from the Lot during the construction period on the Lot. The Association shall refund the construction deposit fee assessment to the Owner following issuance of the Certificate of Occupancy for the home on the Lot and the completion of all construction cleanup on the Lot. The construction deposit will expire after 24 months from the date of the lot sale and will be forfeited to the HOA general fund if work has not been completed and signed off by the HOA.

5.8 **Non-Liability of Committee Members**. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment, which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

5.9 **Variances**. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Ada County. If such variances are granted, no violation of the Restrictions contained in this Declaration or any Supplemental Declaration 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 Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration 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 his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VI

EASEMENTS

6.1 Public Utilities, Drainage and Irrigation Easements

6.1.1 All lot lines common to the public rights-of-way for S. Marsala Way have a twenty-one foot (21') wide (ten feet (10') behind back of sidewalk) permanent public utilities, property drainage, and

irrigation easement. All rear lot lines have a ten foot (10') wide permanent public utilities, property drainage, and irrigation easement. Interior lot lines have a ten foot (10') wide (five foot (5') each side of lot line) wide permanent drainage easement for the purpose of storing and transporting property drainage unless shown otherwise.

6.1.2 Lot 9 Block 3; has a ten foot (10') wide pressure irrigation easement as shown on the Plat.

6.2 **Public Right of Way Easement.** The Subdivision is subject to Permanent Easements for Public Rights-of-Way, construction, reconstruction, operation, maintenance and placement of a Highway, and statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or Public Right-of-Way in favor of the Ada County Highway District as per Permanent Easement instruments recorded on _____.

6.3 **Common Area Easements.** Lots 1, 2, 4, 6 and 9, Block 1; Lot 6, Block 3; are Common Area Lots. The Common Area Lots are reserved for landscaping, irrigation and Association recreation facilities. Said Lots are covered by blanket public utility and irrigation easements. These Lots are to be owned and maintained by the Whitebark Homeowners' Association, or its assigns.

6.4 **ACHD Storm Water Drainage Easement.** A portion of Lot 6, Block 3; is servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. This lot is encumbered by that Certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system as set forth therein. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and heavy maintenance of the storm drainage facilities.

6.7 **Temporary License Agreement.** The Subdivision is subject to a Temporary License Agreement with ACHD per instrument recorded on February, 2015, as Instrument No. 2015-061051, records of Ada County, Idaho.

6.8 **Shared Driveway Easement.** Lots 5, 7, and 8, Block 1 are subject to a shared driveway easement for ingress and egress to access said Lots as noted and shown on the Plat.

6.9 **Other Easements and Restrictions Shown on Plat.** All other easements and restrictions are as set forth on the Plat, and are hereby incorporated by reference and notice is hereby given of the same.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Enforcement.** The Declarant, Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Declarant, Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Declarant and/or the Association shall be a

continuing lien on the Owner's Lot and be added to and become a part of the assessment to which such Owner's Lot is subject.

7.2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

7.3 **Interpretation.** The terms, covenants and conditions hereof are to be read and interpreted consistently and in a manner to protect and promote Property values.

7.4 **Term and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. **Notwithstanding anything set forth in this Declaration to the contrary, for so long as Declarant, or its successors or assigns, is the Class B Member and holds the Class B voting rights, or owns one (1) or more Lots, or has the right to elect and/or appoint the Board of Directors of the Association, this Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended unilaterally by the Declarant alone, without requiring the consent of any other party, to effect any change whatsoever.** **This** Declaration may be amended, supplemented, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument executed: (i) unilaterally by the Declarant alone for so long as Declarant owns one or more Lots, or (ii) if Declarant doesn't own any Lots, by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration, or (iii) if Declarant doesn't own any Lots, by two-thirds (2/3) of the Lot Owners; provided, however, that if Declarant is still the Owner of any Lots the provisions of Article III may not be amended without the written consent and approval of the Declarant. Any amendment shall be in the form of a supplemental declaration and recorded in the records of Ada County, Idaho. No dissolution of the Association shall be accomplished without the consent of Ada County Highway District, or the City of Meridian or their assigns.

ARTICLE VIII

ANNEXATION

8.1 **Land Subject to Annexation:** Declarant and/or its affiliated development entities including any entity which James H. Hunter is an owner or managing member of, without limitation, hereby reserve the right to annex any real property adjacent or contiguous to the Subdivision, and any real property within a one (1) mile radius of the Subdivision into the Subdivision, or any portion thereof (herein referred to as annexable or annexed property) owned by Declarant or affiliates at the time of annexation into the Association, and after annexation, the annexed property will be included in the definition of "PROPERTIES." The annexation of the annexable property, or portions thereof, from time to time, shall be effected by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article XIII.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land

shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

By accepting a deed to a lot within the Whitebark Subdivision, each owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the annexation of the annexable property, and to any zoning application(s) filed by Declarant pertaining to the annexable property. Each owner further consents to the subdivision and development of such annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the annexable property, including such development as shall be required to provide access to the annexable property (including the lots subdivided therein) by the public right(s)-of-way within the Subdivision, and the extension of utility facilities located within the Subdivision to serve the annexed property (including the lots subdivided therein).

8.2 Procedure for Annexation: Any of the above-described real property may be annexed into the project by the recordation of a Supplemental Declaration setting forth any of the above-described real property subject to annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property which restrictions may be the same or different from those set forth in this Declaration.

8.3 License Agreements: Declarant may at any point while they are the Class B member of this Association, enter in to a License Agreement with any person who owns property within one mile of the Whitebark Subdivision, to use the recreational facilities at Whitebark Subdivision. Such License Agreement will be granted for a pro-rata share of the annual amount to cover the cost of the recreational facilities maintenance and upkeep costs.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Declaration effective as of the day and year first written above.

By: BHH Investments 1, LLC, an Idaho
limited liability company
Its: Manager

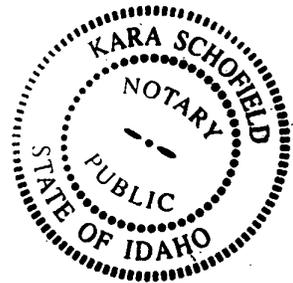
By: James H. Hunter by Randi Orm
James H. Hunter Attorney In Fact.
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of October, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared James H. Hunter, known or identified to me to be the Manager of **BHH INVESTMENTS 1, LLC**, an Idaho limited liability company, 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.

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

Kara Schofield
Notary Public for Idaho
Residing at Ada County, Idaho
My Commission Expires: 9-2-21



ELECTRONICALLY RECORDED - DO NOT
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AS AN ACCOMMODATION ONLY

ACCOMODATION

Architectural Control
& Design Guidelines for
Whitebark Subdivision

DESIGN GUIDELINES

These Whitebark Subdivision Design Guidelines (the "Design Guidelines") are promulgated this 10th day of July, 2015, pursuant to the Declaration of Covenants, Conditions and Restrictions for Whitebark Subdivision (the "Declaration"). Article V of the Declaration is attached hereto as Exhibit A for further information and guidance.

ARTICLE I: INTRODUCTION

The home designer should view the Design Guidelines as aides that will protect the special qualities of Whitebark Subdivision, not as roadblocks to creative design. These Design Guidelines are not meant to limit the imagination or personal needs of the individual homeowner. Individual design is encouraged. The Design Guidelines are to be drafted and used by the Design 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 Lot, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations. The Design Guidelines are designed to protect the special qualities and the Community-Wide Standard of Whitebark 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. The Design Guidelines are drafted to conform to the Declaration. In the event of a conflict between the Design Guidelines and the Declaration, the Declaration shall govern. All capitalized terms used in these Design Guidelines shall have the same meaning as is set forth in the Declaration.

The Design Committee has exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing structures and/or Improvements on any portion of Whitebark Subdivision.

1.1 Formation of Architectural Control Committee. In order to protect the quality and value of the homes built on the Property, to assure an attractive, compatible and aesthetically pleasing community, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three members to be appointed by the Declarant until the Change of Control Date as set forth in Section 5.1. Thereafter, the members of the Architectural Control Committee are to be appointed annually by the board of the Master Association at each annual meeting of the Board.

1.2 Purpose. The purpose of the Architectural Control Committee is to implement policies and guidelines for the design and construction of Dwellings and Improvements on the property with a view to maximize compatibility and quality of Dwellings and Improvements in the Subdivision. The Architectural Control Committee is vested with the power and authority set forth herein to further the purpose.

1.3 Consistency. A goal of the Design Committee will be to achieve high level of consistency of design on all surfaces of the houses and other improvements in Whitebark Subdivision. The average tract subdivision fails to achieve the high-quality community image that is the goal of Whitebark Subdivision, not so much through a lack of continuity of design between one house

and another, as primarily through the generalized failure of individual units making up the development to achieve a level of design consistency and substantial quality within themselves.

1.4 Design Approvals Required. No Improvement shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing or previously approved Improvements shall be made to any Lot, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail regarding the Improvements have been submitted to and approved in writing by the Architectural Control Committee as conforming with requirements of this Master Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed denied. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such Improvements, construction or alterations which, it determines are not consistent with the standards set forth in this or any other Declaration applicable to the Property. The Architectural Control Committee is hereby authorized to exercise its discretion as to all considerations herewith. The Architectural Control Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of any proposed Improvement. Actual construction shall comply substantially with the plans and specifications approved.

1.5 Denial of Plan. In the event the plan is denied, the Owner and the Architectural Control Committee shall work together to correct the deficiencies in the original plan(s) submitted by the Owner. The Owner shall re-submit such revised plan(s) to the Architectural Control Committee after each denial, if the Owner so desires. The Architectural Control Committee shall have thirty (30) days after a plan is re-submitted within which to notify the Owner whether the revised plan(s) has (have) been approved. Failure to notify the Owner within the time frame set forth above shall constitute the Architectural Control Committee's denial of the revised plan(s).

1.6 Submissions. Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

1.7 Site Plan. A site plan that shall show the all Improvements on the Lot, all applicable setbacks, and any other pertinent information related to the Improvements; and the building foot print.

1.8 Building Plan. A building plan that shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides of the Dwelling, detailed exterior specifications for each Dwelling that shall indicate, by sample, all exterior colors, material, and finishes, including roof, to be used.

1.9 Grading Plan. A grading plan for the Lot shall show grading, drainage, berms and mounding proposed for the Lot, together with the location of fences, free-standing exterior lights, driveways, parking areas and walkways. The grading plan shall be provided at a scale of not

less than 1" = 20'-0", shall show spot elevations depicting drainage for the Lot, and shall be prepared by a professional engineer, or professional landscape architect. All grading and landscaping shall comply with the provisions of Article I.

1.10 Landscape Plan. A landscape plan for the Lot shall show grading, drainage, berms and mounding proposed for the Lot, together with the location, type and size of trees, plants, groundcover, shrubs, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways. The landscape plan shall have a plant list or other indication of species, variety, size, quantity, spacing, and location on all plant material proposed for the Lot. The grading and landscape plan shall be provided at a scale of not less than 1" = 20'-0", shall show spot elevations depicting drainage for the Lot, and shall be prepared by a professional engineer, landscape architect or professional landscape company. All grading and landscaping shall comply with the provisions of Article I.

1.11 Supporting Plan Submissions. Autocad or other electronic versions of all plan submittals shall be provided if requested by the Architectural Control Committee to ensure and confirm conformance with all requirements herein.

1.12 Rules and Regulations. The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Architectural Control Committee deems appropriate in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consisted with the provisions of this Master Declaration, pertaining to matters of design, materials, colors, and esthetic interests as necessary to implement and enforce the provisions of this Master Declaration. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Master Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

1.13 Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required. The Architectural Control Committee may elect to refund a portion of such fee upon full compliance and satisfaction of the completion of all improvements consistent with the approval granted by the Architectural Control Committee. The fee shall not exceed Five Thousand Dollars (\$5,000.00) Of the fee, Three Hundred Dollars (\$300.00) shall constitute a non-refundable fee for architectural review; Two Hundred Dollars: (\$200.00) shall constitute a non-refundable fee for landscaping review, Four Thousand Five Hundred (\$4,500.00) shall be subject to retention for noncompliance with landscaping criteria, and noncompliance with the Design Standards of this Master Declaration. The Architectural Control Committee will review and provide comments to the Lot Owner and conduct a re-review of the submission at no additional cost to the Owner. However, any additional review required beyond the initial review and first re-review shall be paid for by the Owner at the then existing hourly rate charged by the professional consultants engaged by the Architectural Control Committee to undertake such matter. Upon completion of all work the Owner may request a refund of the refundable portion of

the fee from the Architectural Control Committee. The Architectural Control Committee shall evaluate completion of work and upon determination that all work has been completed consistent with the prior approval of the Architectural Control Committee under Sections 1.4 and consistent with the Design Standards set forth herein. The Architectural Control Committee, in addition to enforcing the provisions of this Master Declaration as set forth herein for noncompliance by any Owner, shall have the power to retain the fee upon determination that the Owner has not completed work consistent with the prior approval of the Architectural Control Committee under Sections 1.4 and consistent with the Design Standards set forth herein.

1.14 Variances. The Architectural Control Committee may authorize variances from compliance with, any of the development provision of this Master Declaration, including restrictions on height; size; material type and selection; floor area; or placement of structures or other similar restrictions, when circumstances such as topography. Natural obstruction, hardship, aesthetic or environmental considerations may require. Notwithstanding the foregoing, however, no variances will be granted for (a) improvements, including without limitation, manicured lawns or other Lot landscaping and any other encroachment upon the Common Area or (b) any Improvement that requires relief from, or modification to any provision of the Development Agreement. No variance shall be effective until evidenced in a written document executed by signed by at least two (2) members of the Architectural Control Committee and consented to and acknowledged by the Owner of the Lot, and shall become effective upon recordation in the office of the County Recorder of Ada County. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that if a variance is granted in accordance with the provisions of this Section, then no violation of the covenants, conditions or restrictions contained in this Master Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted and no remedies that may exist as set forth herein or otherwise exist at law may be pursued. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or any Supplemental Declaration for any purpose except as to the particular Lot 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 such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

1.15 Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to the Master Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that it has waived and released any and all claims that arise from the decisions and actions of the Architectural Control Committee and the members thereof in carrying out the responsibilities delegated to them hereunder, The sole remedy and relief available to any party seeking relief for such decisions or actions shall be declaratory or injunctive relief to the extent expressly authorized hereunder.

1.16 Construction and Sales Period Exception. During the course of construction of any permitted Improvement and during the initial sales period, the restrictions (including sign restrictions) contained in this Master Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all

dwellings; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual dwellings as models for sales purposes and, for so long as Declarant shall own any Lot, part, parcel or portion of the Property, Declarant shall have the right to use any clubhouse or similar facility owned or to be owned by the Association as a sales and marketing office or for other such similar uses.

1.17 Local Architectural Control Committee. The Declarant may, at its option, create a Sub Architectural Control Committee for any portion of the Property designated by a Supplemental Declaration. Upon its formation, all proposals, plans and specifications for Improvements within the designated property requiring approval of the Architectural Control Committee described above must be submitted to the Sub Architectural Control Committee for approval, rather than being submitted to the Architectural Control Committee. Thus, all proposals, plans and specifications for Improvements require the approval of either the Architectural Control Committee or the Sub Architectural Control Committee, if such has been created, but not both such committees. Each provision of this Article shall apply to the Sub Architectural Control Committee as if it were the Architectural Control Committee and to the Sub Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article I.

1.18 Waivers. The approval of any plans, drawings or specifications for any Improvement or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

ARTICLE II: DESIGN STANDARDS

2.1 Design Standards. The Architectural Control Committee shall apply and enforce as part of the Restrictions, the architectural and design standards ("Design Standards") set forth in this Article II. It is expected that the design of each Dwelling and all Improvements will be tailored to the unique features of each individual Lot. The Design Standards set forth, herein are intended to protect, preserve, and enhance the Property, the Common Area, and all Lots and Dwellings within the Property. The purpose of the Design Standards is not to create identical Dwellings, but rather to ensure that there is a harmonious design within the Property that is complementary to the surrounding homes, immediate neighborhood and the City of Meridian. The Architectural Control Committee shall have the power pursuant to Article II to permit such modifications to and deviations from these Design Standards for a proposed building form or design style that reasonably justifies or requires such modification or deviation in furtherance of the goals set forth herein. The Design Standards are further intended, to ensure the quality and harmony of design envisioned by the City of Meridian in approving the development of the Property and integrated into the development Agreement with the Declarant. As such each Dwelling and each Lot shall incorporate into their design the following Design Standards.

2.2 Architectural Style and Form.

2.2.1 Building Forms and Arrangement. No specific design style shall be required so long as the development of each Lot conforms to the Design Standards set forth herein and the Development Agreement.

2.2.2 Roof Style and Pitch. All roofs shall include hips, dormers and/or gutters in order to present heightened architectural features. Roofs shall be a minimum 2/12 pitch but shall not exceed a pitch of 12/12 so as to minimize the mass of the roof and to not make the roof the dominant feature of the Dwelling. Flat roofs and mansard roofs shall be prohibited.

2.2.3 Doors and Garage Doors.

2.2.3.1 Entryways. Entry doorways, shall be in scale and harmony with all other elements of the Dwelling. Entry doorways shall be of a material consistent with the exterior finish of the Dwelling and shall be painted or finished in a color approved hereunder.

2.2.3.2. Garage Limitations. Features such as side entry garages or smaller individual parking bays that minimize mass of garages are encouraged. Garage doors may be constructed of aluminum, wood, or other metal, provided that all garage doors shall be paneled and have an attractive decorative design. The use of individual garage doors shall be required for any bay exceeding twenty feet in width.

2.2.4 Windows.

2.2.4.1 Window Materials. Windows may be constructed of metal clad wood, wood, or vinyl provided that they are of architectural grade and comply with all other design and color requirements set forth herein.

2.2.4.2 Window Placement and Projections. Window consistency in type, style, trims and proportion will be required for each Dwelling. All windows shall be placed in such a manner as to harmonize with the size and mass of any openings in the wall. Large blank walls are prohibited. Large gable ends of a two story house shall include projections or recesses rather than windows alone.

2.2.4.3 Interior Visual Areas. Interior areas visible to the exterior shall be treated as such. All draperies and window coverings visible to the exterior shall be of materials and colors consistent with the design of the Dwelling and surrounding environment. The interior finish of all garages shall be taped, sanded and painted.

2.3 Dimensional Standards.

2.3.1. Setbacks. No Improvements including Dwellings, may be constructed or placed on a lot within the minimum building set back lines set forth, in the Development Agreement. No approval of the setbacks applicable to the Property shall excuse or allow any variance or deviation from the building setback lines specified in the Development Agreement.

2.3.2 Height. No Dwelling shall exceed thirty five (35) feet in height.

2.3.3. Dwelling Area. All Dwellings shall satisfy the minimum area requirements set forth herein. All Dwellings shall have a minimum of one thousand six hundred (1,600) square feet of finished space exclusive of garages, storage rooms, covered patios or porches or other covered exterior space.

2.4 Colors. The Architectural Control Committee shall approve all exterior colors for exterior walls and roofing finishes.

2.4.1. Exterior Color Treatments and Maintenance. Exterior finishes may be stained treated or painted such colors, provided that the Dwelling shall be maintained regularly to ensure the integrity of the exterior finish and color.

2.5 Materials.

2.5.1 Exterior Wall Finishes.

2.5.1.1. There shall be a minimum amount of brick or stone on each façade of each Dwelling. A minimum of (20%) of the front façade, excluding windows and doors, shall be brick or stone. Specific Architectural designs shall be considered for variants.

2.5.1.2 Stucco, locally appropriate stone, brick, fiber cement siding, or wood siding (redwood, cedar, or spruce, which may be painted or stained) shall be required for all exterior walls ("Exterior Finish Materials"). If the exterior walls are not exclusively comprised of the brick or stone utilized on the front façade as set forth above, then only one Exterior Finish Material shall be permitted and shall be required to be utilized consistently around the exterior of the material so that the Dwelling walls shall be continuous and consistent on all elevations of a Dwelling to achieve a uniform and complete architectural design.

2.5.2 Roofing Materials and Colors. Roofs shall be submitted with color.

All roofs shall be constructed with thirty year architectural shingles with significant visual relief. Metal, slate, masonry, or tile may be approved as roofing materials by the Architectural Control Committee, provided that all such materials satisfy the colors requirements of this Section. Wood or synthetic shakes, metal (other than copper as set forth above), and any other type of shingle or asphalt treatment shall be prohibited.

2.6 Exterior Features. Exterior Features on all Dwellings shall harmonize with the rest of the structure and shall enhance the appearance of such. The following specific Design Standards apply to the specified element.

2.6.1 Chimneys, Vents and Caps. All chimneys and other roof projections such as vents and flues must be in scale and materials compatible with the Dwelling from which it projects and shall be located on the rear elevation of the Dwelling. All exterior chimneys must be of a material architecturally compatible with the Dwelling. Any metal utilized in chimney stacks, flashing, vents, or exhaust pipes must be painted to match or blend with roofing materials. Chimney caps of a purely utilitarian design are prohibited. A false cap, appropriate to the design of the house must screen chimney caps and shall be indicated on the submitted design. In circumstances where a custom designed false cap is not desired, the chase termination shroud may receive approval by the Architectural Control Committee.

2.6.2 Gutter and Downspouts. All gutters and downspout shall be designed as a continuous architectural feature. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached. Chains may be permitted as part of a downspout system, provided that they terminate in a drain or solid material that prevents erosion and drain away from the Dwelling consistent with the drainage and grading requirements set forth herein. The location and placement of gutters and downspouts shall comply with the drainage and grading requirements set forth herein.

2.6.3 Roof and Attic Vents. Roof vents and other ventilation pipes shall be located in the rear elevation except where impractical or otherwise required to be placed on the front elevation by code. Such protrusions shall be made as inconspicuous as possible and shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner. Roof and attic vent types and locations shall be shown on the Building elevations.

2.6.4 Fascia, Soffits and Rafter Tails. Fascia shall have a finished depth of 8" wide with 4" stack unless otherwise approved in writing by the Architectural Control Committee in advance of the construction. An 8" fascia with gutter needs a Variance. Soffits shall be a minimum of 16", provided that 12" shall be permitted on accent roofs or dormers. All fascia and soffits materials shall be consistent with the exterior finish of the Dwelling.

2.6.5 Privacy Screens. When not provided by other structures, each Dwelling shall have a screened exterior area for closing garbage and trash containers, firewood, bicycles, other items of personal property, or any other structure or improvement that the Architectural Control Committee determines is visually distracting and must be placed where they will not be seen from the streets, or neighboring lots and/ or properties. Exterior HVAC equipment shall be screened so that they will not be seen from the streets. Screening shall be required of any exterior area designated for garbage. All required screens shall be an architectural extension of the Dwelling both in its design and in its material.

2.6.6 Fencing. Solid Vinyl six foot tall fencing is desired. Non Vinyl fencing will need Architectural Control Committee approval of color and style prior to construction.

2.7 Grading and Landscaping

2.7.1 Drainage and Grading. All Lots shall be graded so that will be retained within the property boundary of that Lot. No Lot shall drain on to any other Lot, Common Area, or public right of way. All drainage and detention facilities are required to comply with this obligation shall be submitted for review.

2.7.2 Compliance with Development Agreement. All landscaping shall comply with the landscaping requirements imposed under the Development Agreement.

2.7.3 Completion of Landscaping. Within thirty (30) days after substantial completion or occupancy of the Dwelling located thereon, whichever is earlier, each Lot shall be fully landscaped in accordance with a grading and landscape plan submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the discretion to extend the timing of completion of the landscaping of the Lot (to a date specified in writing to the Owner) if weather conditions preclude landscaping from being completed or if weather conditions may jeopardize the long term viability of the landscaping. If completion of the landscaping is so extended to a specific date, then the Owner shall diligently proceed to complete such landscaping of the Lot.

2.7.4 Irrigation. An automatic underground sprinkler system shall be installed throughout each Lot and shall be connected to the Irrigation Water Supply System provided herein in Article II. Each Owner shall install its own irrigation timing system to ensure automatic operation and shutoff.

2.7.5 Required Landscaping Elements.

2.7.5.1 Front and Side Yards. Subject to the Architectural Committee's prior approval of a landscape plan submitted by an Owner consistent with the Architectural Committee's landscape guidelines, the front yard of each Lot, and the side yard of any Lot which is adjacent to a street, must be landscaped and planted with sod or seed within thirty (30) days of issuance of the Certificate of Occupancy for a residential dwelling Unit on any Lot, except between December 1st and February 15th, and then as soon thereafter as the weather permits, together with a minimum of one (1) Street tree, at least 2 inch caliper maple or conifer trees per the approved overall Whitebark Landscape plan, one (1) 2 inch caliper Maple and ten (10) five-gallon bushes, and an underground automatic sprinkler system attached to the pressurized irrigation system. All remaining portions of the yard area of each Lot must be planted with sod, seeded and/or landscaped, within ninety (90) days of issuance of the Certificate of Occupancy, or as soon thereafter as weather permits. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3 or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder, and the Board, upon ten (10) days prior written notice to the Owner of said Lot, 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 set forth herein. The Owner of the offending Lot shall be personally liable, and his lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

2.7.6 Residential Lot Landscape. If Declarant sells one or any of the lots to a third party, the new owner of the lot or lots (third party) must maintain the lot with absence of weeds, debris, and unsightly material. Following the close date of the lot sale or sales, the new owner has 1 year to begin construction or residential home which is to be diligently prosecuted to completion. If construction of the home is not started within 1 year of close date, the entire lot needs to be fully landscaped with grass or sod, irrigated and maintained (mowed) in a tasteful manner. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Section 2.3 of the Declaration or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder, and the Board, upon ten (10) days prior written notice to the Owner of said Lot, 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 set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses including attorney's fees incurred by the Association in taking such corrective action, 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 therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular, Limited and Enforcement Assessments.

2.7.7. Trees located within the parking strip between the sidewalk and the street shall not be included in the calculations set forth herein. No tree requirement shall be reduced because of the prior placement of trees within the parking strip.

2.7.8 Planter Beds. Planter beds planted with shrubs and flowers shall cover a minimum of 25% of the front yard, 20% of the side yard on corner lots, 15% of the rear yards.

2.7.9 Lighting. Each Dwelling must have at least three (3) exterior lights illuminating the garage door openings and one exterior light for the front entryway. The Architectural Control Committee may approve pole-mounted lights in the front yard in lieu of building mounted lights. The primary entryway light shall be on a photocell so that it automatically turns on at sunset and turns off at sunrise.

2.7.10 Exterior Recreational Facilities, Structures and Outbuildings.

No basketball standard or court and no other recreational structure or facility shall be constructed unless such is located within the backyard of any Lot. No portable basketball or other recreational standard: shall be placed upon the sidewalk or Streets. Any permitted sport / recreational use shall be during normal hours and shall conform to community standards. No pool, hot tub, deck, awning, trellis, retaining wall, privacy screen, outbuilding, treehouse, play house, playground structure or equipment, storage shed, arbor or any other structure shall be constructed without having been approved by the Architectural Control Committee and without conforming to this provision of this Master Declaration. All such structures shall be of a harmonious design as the Dwelling and are treated as an architectural extension of the Dwelling, both in its design and in its materials. Decks may be constructed of natural wood or engineered wood products, provided that the color is approved and is harmonious with the Dwelling and the material can and is maintained to ensure that its color and condition remain so.

2.7.11 Driveways. For all front entry sidewalks, Rock or gravel shall not be utilized for landscaping or to provide parking areas adjacent to driveways. All driveways proposed for access to a back yard for permitted vehicle or other storage shall be subject to review and approval by the Architectural Control Committee.