

BK 111 PG 16033

CRAFTSMAN ESTATES SUBDIVISION PHASE 1

A PART OF THE E 1/2 SW 1/4, SECTION 6, T. 4 N., R. 1 W., B.M.,
CITY OF STAR, ADA COUNTY, IDAHO
2017

N. CAN ADA ROAD



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W 1/4 COR.
SEC. 6
FOUND 5/8"
RESET ALUMINUM CAP
CAMP INST.
NO. 2017-011899

S88°39'00"E
1185.44'

C 1/4 COR.
SEC. 6
CAMP INST.
NO. 109126346

S88°39'00"E
1320.67'

BASIS OF BEARING

W. RICE ROAD

C 1/4 COR.
SEC. 6
CAMP INST.
NO. 109126346

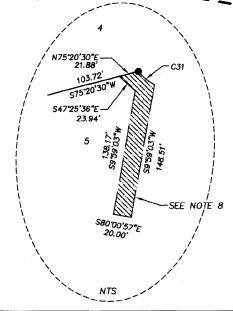
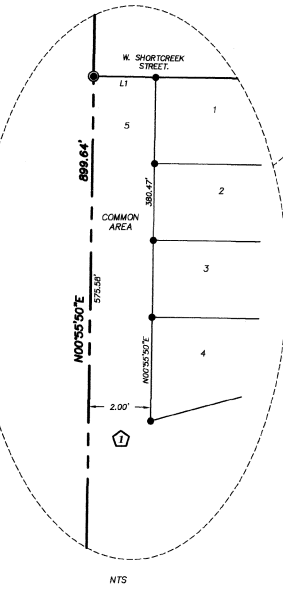
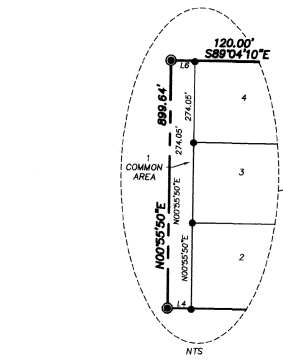
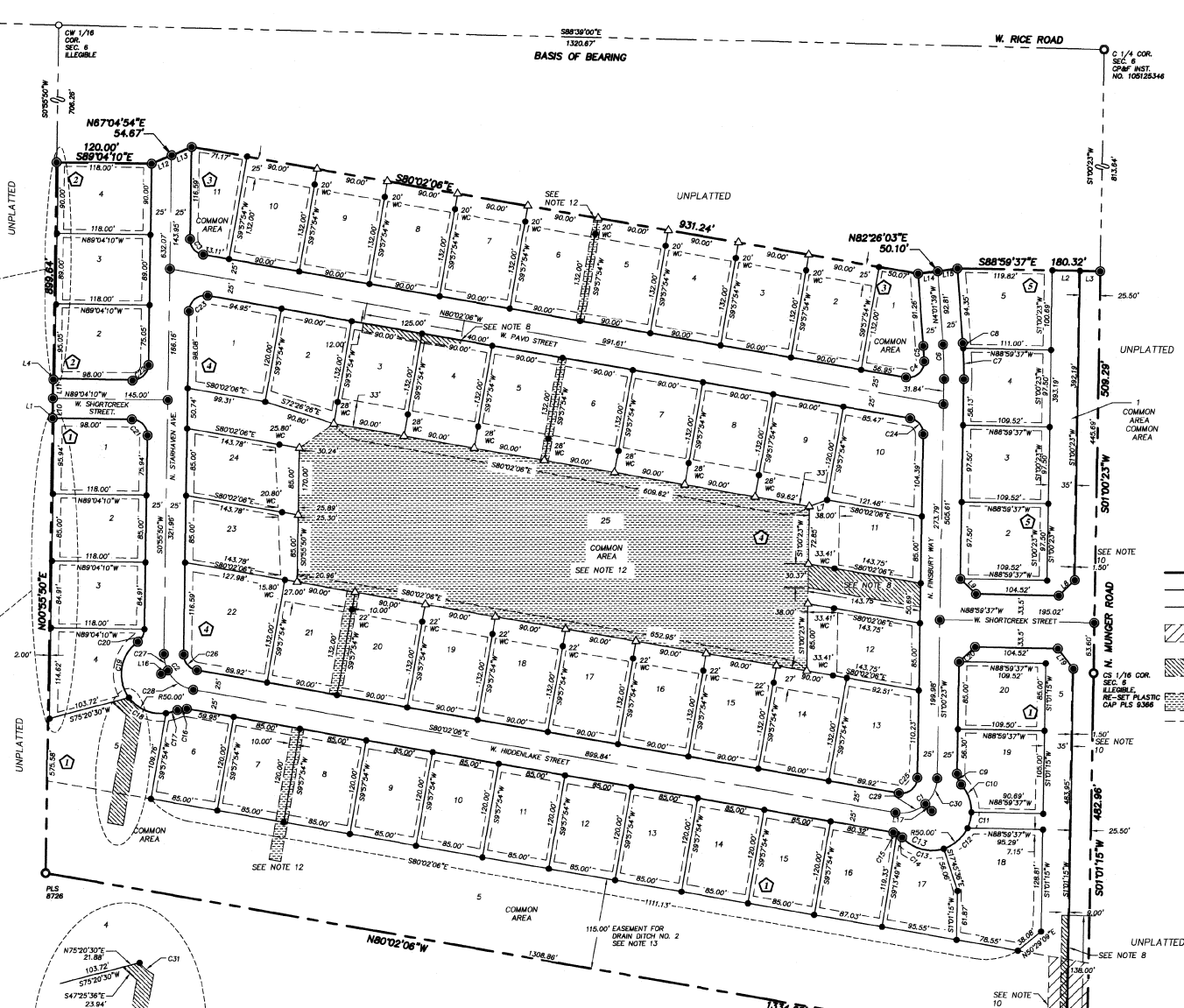


0 50 100 200

Scale: 1"=100'

LEGEND

- Calculated point
- Found aluminum cap monument
- Found brass cap monument
- Set 5/8 inch dia. x 30 inch iron pin w/plastic cap PLS 9366
- Found 5/8 inch dia. iron pin
- Set 1/2 inch dia. x 24 inch iron pin w/plastic cap PLS 9366
- Found 1/2 inch dia. iron pin
- Block Number
- WC
- Witness corner
- Subdivision boundary line
- Lot Line
- Section line
- ACHD Permanent Easements
- Master Storm Drain Easements
- Non-Exclusive Storm Drain Easements
- Easements
- Unless otherwise noted widths shall be:
 - 10 foot utility, drainage and irrigation easement along subdivision boundary
 - 10 foot utility, drainage and irrigation easement along street frontage
 - 10 foot utility, drainage and irrigation easement along rear lot lines
 - 5 foot utility, drainage and irrigation easement along side lot lines.



NOTE
LINE AND CURVE TABLES AND SUBDIVISION
NOTES LOCATED ON SHEET 2 OF 4

WAYFARING LANE
SUBDIVISION BOOK 83
PAGE 9105



Mason & Stanfield, Inc.
Professional Engineers,
Land Surveyors
& Planners
826 3rd St. South Nampa, ID 83651
(208) 454-0236 Fax (208) 454-0979


NV0115002PH1 2/8/17
SHEET 1 of 4
BK. 111, PG 16033

S 1/4 COR.
SEC. 6
CAMP INST.
NO. 114007430
W. FLOATING
FEATHER ROAD

BK 111 pg 16034

CRAFTSMAN ESTATES SUBDIVISION PHASE 1

A PART OF THE E 1/2 SW 1/4, SECTION 6, T. 4 N., R. 1 W., B.M.,
CITY OF STAR, ADA COUNTY, IDAHO
2017

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NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF STAR STANDARDS FOR THE APPLICABLE ZONE.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT TO THE TIME OF THE RE-SUBDIVISION.
3. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF NOT A NUISANCE -- EXCEPTION: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
4. UNLESS OTHERWISE SHOWN, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR ACHD STORM WATER DRAINAGE, PUBLIC UTILITIES, PRISTINE SPRINGS HOMEOWNERS ASSOCIATION, INC. PRESSURE IRRIGATION, ADJOINING LOT DRAINAGE, AND CITY OF STAR STREET LIGHTS OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
5. MINIMUM BUILDING SETBACKS IN THIS SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS IN EFFECT AT THE TIME OF THE ISSUANCE OF INDIVIDUAL BUILDING PERMITS, OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
6. IRRIGATION WATER HAS BEEN PROVIDED FROM MIDDLETON IRRIGATION ASSOCIATION. IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(B), LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION.
7. DIRECT LOT OR PARCEL ACCESS TO N. MUNGER RD. IS PROHIBITED
8. LOT 5 BLOCK 1, LOTS 3, 4, AND 25, BLOCK 4, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCOMBERED 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 ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. SAID EASEMENT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS (INCLUDING FENCES, EXCEPT ALONG SIDE LOT LINES, AND TREES) WHICH MAY ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE STORM DRAINAGE FACILITIES.
9. THIS PLAT IS SUBJECT TO A LANDSCAPING LICENSE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT PER INSTRUMENT NUMBER 2017-000380.
10. LOT 5 BLOCK 1 AND LOT 1 BLOCK 5 ARE SUBJECT TO AN ACHD PERMANENT EASEMENT ALONG N. MUNGER ROAD. INST. NO. 2016-119380.
11. LOT 5, BLOCK 1, LOTS 1, & 11 BLOCK 3, LOT 25 BLOCK 4, AND LOT 1 BLOCK 5 ARE COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PRISTINE SPRINGS HOMEOWNERS ASSOCIATION, INC..
12. LOTS 5, 7, AND 8 BLOCK 1, LOTS 5, 6, 20, 21, AND 25, BLOCK 4, AND LOTS 5 AND 6 BLOCK 3 ARE SUBJECT TO A NON-EXCLUSIVE STORM DRAIN EASEMENT FOR THE GRAVITY IRRIGATION POND RECEIVING ADA COUNTY HIGHWAY DISTRICT STORM WATER PER INSTRUMENT NUMBER 2016-119378.
13. LOT 5 BLOCK 1 CONTAINS THE DRAIN DITCH NO. 2 EASEMENT AS SHOWN CRAFTSMAN ESTATES SUBDIVISION PHASE 1 IS SUBJECT LICENSE AGREEMENT INST. NO. 2016-088920.
14. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE CRAFTSMAN ESTATES SUBDIVISION PHASE 1 & PRISTINE SPRINGS HOMEOWNERS ASSOCIATION, INC AND THE OWNERS OF THE LOTS WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AS INSTRUMENT NUMBER 2016-089772, AS AMENDED AND AS MAY BE AMENDED FROM TIME TO TIME.
15. LOT 1 BLOCK 2 TO BE OWNED BY THE PRISTINE SPRINGS HOMEOWNERS ASSOCIATION, INC., SAID LOT FOR THE USE OF ADJACENT PROPERTY AND MAINTAINED BY ADJACENT PROPERTY.

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	77.72	45.00	98°57'30"	N50°29'09"E	68.42	52.65
C2	63.59	45.00	80°57'57"	S39°33'08"E	58.43	38.41
C3	28.26	20.00	80°57'57"	S39°33'08"E	25.97	17.07
C4	35.46	20.00	101°35'21"	N49°10'13"E	31.00	24.52
C5	19.92	475.00	2°24'12"	N2°49'33"W	19.92	9.96
C6	43.93	500.00	5°02'02"	N1°30'38"W	43.92	21.98
C7	39.41	525.00	4°18'02"	N1°08'37"W	39.40	19.71
C8	6.72	525.00	0°44'00"	N3°39'39"W	6.72	3.36
C9	15.00	20.00	42°58'55"	S20°29'04"E	14.65	7.87
C10	38.48	50.00	44°05'36"	N19°55'51"W	37.54	20.25
C11	20.67	50.00	23°41'07"	N13°57'45"E	20.52	10.48
C12	40.52	50.00	46°26'06"	N49°01'21"E	39.42	21.45
C13	57.54	50.00	65°56'17"	S74°47'27"E	54.42	32.43
C14	8.10	20.00	23°11'57"	N53°25'17"W	8.04	4.11
C15	5.24	20.00	15°00'51"	N72°31'41"W	5.23	2.64
C16	12.14	20.00	34°46'39"	S82°34'34"W	11.95	6.26
C17	15.25	50.00	17°28'22"	N73°55'25"E	15.19	7.68
C18	53.04	50.00	60°47'03"	S66°56'52"E	50.59	29.33
C19	79.46	50.00	91°02'57"	S8°58'08"W	71.36	50.92
C20	18.70	20.00	53°33'46"	N27°42'43"E	18.02	10.09
C21	31.42	20.00	90°00'00"	N44°04'10"W	28.28	20.00
C22	31.42	20.00	90°00'00"	N45°55'50"E	28.28	20.00
C23	34.57	20.00	99°02'03"	S50°26'52"W	30.42	23.43
C24	28.29	20.00	81°02'30"	N39°30'51"W	25.99	17.09
C25	34.54	20.00	98°57'30"	N50°29'09"E	30.41	23.40
C26	28.26	20.00	80°57'57"	S39°33'08"E	25.97	17.07
C27	21.60	45.00	27°30'16"	S12°49'18"E	21.40	11.01
C28	41.99	45.00	53°27'40"	S53°18'16"E	40.48	22.66
C29	40.84	45.00	51°59'35"	N73°58'06"E	39.45	21.94
C30	36.89	45.00	46°57'55"	N24°29'21"E	35.86	19.55
C31	23.63	50.00	27°04'25"	S50°05'33"E	23.41	12.04

Parcel Line Table		
Line #	Length	Direction
L1	2.00	N89°04'10"W
L2	35.00	S88°59'37"E
L3	25.50	S88°59'37"E
L4	2.00	N89°04'10"W
L5	25.81	N80°02'06"W
L6	2.00	N89°04'10"W
L7	23.65	S69°28'29"W
L8	28.28	S46°00'17"W
L9	27.59	S45°27'44"E
L10	25.00	N00°55'50"E
L11	25.00	N00°55'50"E
L12	27.33	N67°04'54"E
L13	27.33	N67°04'54"E
L14	25.05	N82°26'03"E
L15	25.05	N82°26'03"E
L16	9.59	N63°25'33"E
L17	11.84	N42°01'41"W
L18		NOT USED
L19	32.10	S37°32'49"E
L20	27.59	N47°28'31"E



Mason & Stanfield, Inc.
Professional Engineers,
Land Surveyors
& Planners
226 3rd St. South Nampa, ID 83851
(208) 454-0258 Fax (208) 454-0979

CRAFTSMAN ESTATES SUBDIVISION PHASE 1

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CERTIFICATE OF OWNERS

WE, Pristine Development, L.L.C., a Limited Liability Company, an Idaho Corporation, being first duly sworn, depose and say we are the owners of the following described tract known as CRAFTSMAN ESTATES SUBDIVISION PHASE 1 more particularly described in the legal description below, state that it is our intention to include said property in this subdivision plat, that we do for ourselves, our heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the public streets shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat and no permanent structures other than those for utility, irrigation, or drainage purposes is to be erected within the limits of said easements. The owners further certify that all lots in this subdivision will receive domestic water from the City of Star Water Department, and that the City has agreed in writing to serve all of the lots in this subdivision.

A parcel of land being a portion of the E1/2 SW1/4 of Section 06, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the southeast corner of the E1/2 SW1/4;

Thence N 01 01' 15" E a distance of 840.04 feet along the east boundary of the SE1/4 SW1/4 to the POINT OF BEGINNING,

Thence N 80 02' 06" W a distance of 1334.68 feet along the northerly boundary of Wayfaring Lane Subdivision to a point on the west boundary of the E1/2 SW1/4;

Thence N 00 55' 50" E a distance of 899.64 feet along the said west boundary;

Thence S 89 04' 10 E a distance of 120.00 feet perpendicular to said west boundary;

Thence N 67 04' 54" E a distance of 54.67 feet;

Thence S 80 02' 06" E a distance of 931.24 feet;

Thence N 82 26' 03" E a distance of 50.10 feet;

Thence S 88 59' 37" E a distance of 180.32 feet to a point on the east boundary of the NE1/4 SW1/4;

Thence S 01 00' 23" W a distance of 509.29 feet along the east boundary of the NE1/4 SW1/4 to the northeast corner of the SE1/4 SW1/4;

Thence S 01 01" 15" W a distance of 482.96 feet along the east boundary of the SE1/4 SW1/4 to the POINT OF BEGINNING.

This parcel contains 28.73 acres more or less.


Bryan C. Pecht - Manager

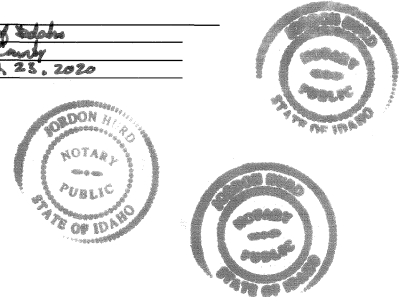
ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

Be it remembered that on this 8 day of Feb, 2017, before me, the undersigned, a notary public in and for said state, personally appeared Bryan C. Pecht, who is known or identified to me to be a Manager of the Limited Liability Company (L.L.C.) that executed the instrument or the person who executed the instrument on behalf of said L.L.C., and acknowledged to me that such L.L.C. executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for State of Idaho
Residing at Canyon County
Commission expires Sept 23, 2020



CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the Owners Certificate and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon in conformity with the state of Idaho codes relating to plats, surveys, and the corner perpetuation and filing act, Idaho code 55-1601 through 55-1612.


Darin Holzhey
 P.L.S. License No. 9366

CRAFTSMAN ESTATES SUBDIVISION PHASE 1

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APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing Plat was accepted and approved by the BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS on the 30th day of December, 2016.

Kent Goldthorpe
PRESIDENT
Ada County Highway District



HEALTH CERTIFICATE

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

Debi Bodin REHS
District Health Department, REHS
Date 1.18.17



APPROVAL OF CITY ENGINEER

I, The Undersigned, City Engineer, in and for the City of Star, Ada County, Idaho hereby approve this plat.

John Waler
Star City Engineer
Date 1/30/17

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Star, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the 15th day of November, 2016, this plat was accepted and approved.

[Signature]
City Clerk, Star, Idaho



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.

Jeremy L. Hastings
Ada County Surveyor
PLS 5359
Date 2-9-2017



CERTIFICATE OF COUNTY TREASURER

I, Vicky McIntyre County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Vicky McIntyre
County Treasurer
By [Signature] Deputy Treasurer
Date 02/09/2017



CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2017-012540

STATE OF IDAHO }
COUNTY OF ADA } SS

I Hereby certify that this instrument was filed at the request of Pristine Development at 7 minutes past 9 O'clock AM this 10 day of February, 2017, in my office and was duly recorded in Book 111 of Plats at Pages 16032 thru 16036

[Signature]
DEPUTY
FEE: 21.00
Christopher D Rich
EX-OFFICIO RECORDER



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=43 LISA BATT
SPINK BUTLER

2016-089772
09/21/2016 03:06 PM
AMOUNT \$136.00



After Recording return to:

**T. Hethe Clark
Spink Butler, LLP
P.O. Box 639
Boise, ID 83701**

FOR RECORDING INFORMATION

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CRAFTSMAN ESTATES (PRISTINE SPRINGS)**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRAFTSMAN ESTATES (PRISTINE SPRINGS) is made effective as of the 21st day of September, 2016, by Pristine Development LLC, an Idaho limited liability company.

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) is the property legally described in **Exhibit A**, attached hereto and made a part hereof, which property consists of approximately 127 acres approved by the City of Star for the development of up to 261 residential units (sometimes referred to herein as "**Pristine Springs**" or the "**Property**"). Grantor intends to develop the Property in five (5) development Phases, defined below. Each Phase shall be subject to this Declaration, as may be amended or supplemented from time to time.

1.2 Residential Development. Pristine Springs is planned as a residential development that Grantor currently intends to develop in accordance with existing development approvals obtained by Grantor from the City of Star, or any other development plan(s) for which Grantor may, from time to time, obtain approval from the City of Star (the "**Development Plan**"). The Property may be developed for single-family residential homes and common area. The Property may contain parcels of common area including, without limitation, streams, ponds, canals, public and/or private open space, park areas, landscaping, recreational facilities, private streets, drives, and other amenities and facilities.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, "**Restrictions**") that will apply to the entire development and use of any and all portions of the Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development, and to guarantee adequate maintenance of Common Area, defined below, in a cost effective and administratively efficient manner.

ARTICLE 2: DECLARATION

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

Notwithstanding the foregoing, until one hundred percent (100%) of all the Building Lots in Pristine Springs are transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of Pristine Springs, including any subdivision or resubdivision of Pristine Springs, and to construct improvements thereon, nor Grantor's right to use and to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of Pristine Springs, including the Common Area, recreational facilities, and/or any public and/or private right-of-way, nor Grantor's right to post signs incidental to construction, sales and/or leasing. Grantor and authorized marketing agents and builders shall have license for access to and use of such location and facilities. Pristine Springs is planned to have five (5) Phases and future amenities. Such plans, however, are

subject to change. Grantor has no duty or obligation to develop Pristine Springs in any specific manner or with any particular use, regardless of any drawings; depictions or- presently-proposed-plans.

2.2 No Recordation. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Grantor's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Grantor. This Section 2.2 may not be amended without the written consent of Grantor. The rights contained in this Section 2.2 shall terminate upon the earlier of: 1) twenty (20) years from the date this Declaration is recorded; or 2) upon recording by Grantor of a written statement that all construction, sales and/or leasing activity has ceased.

ARTICLE 3: DEFINITIONS

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

3.2 "Assessments" shall mean those payments required of Owners who are Members of the Association, including Regular, Special and Limited Assessments. The Association shall have the right to require assessments from Members.

3.3 "Association" shall mean any Idaho nonprofit corporation, or its successors, organized and established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration. Grantor shall have the power, in Grantor's discretion, to name the Association "Pristine Springs Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

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

3.5 "Building Envelope" shall mean the area within a Building Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Design Committee. Building Envelopes, if any, shall be designated by Grantor by describing such an area on a recorded Plat, reserving Building Envelopes in a deed or other instrument, or by designating Building Envelopes as such in this Declaration or the Design Guidelines. If a Building Envelope is not so designated within a Building Lot, then the Building Envelope shall be that portion of the Building Lot located inside the legal setback areas.

3.6 "Building Lot" shall mean a lot within any Phase of Pristine Springs as specified or shown on the Plat and/or this Declaration upon which Improvements may be constructed. Building Lot shall not include any Common Area or any "Non-Buildable Lot" as designated on the Final Plat for Craftsman Estates (Pristine Springs) Subdivision.

3.7 "Bylaws" shall mean the Bylaws of the Association.

3.8 "Common Area" shall mean any or all parcels of Common Area and may include, without limitation, all such parcels that are designated as private streets or drives, parking areas, common open space, common landscaped areas, recreational facilities, other amenities and facilities, and Waterway. Common Area may be established from time to time by Grantor on any portion of the Property by describing such area on a recorded Plat, by granting or reserving Common Area in a deed or other Instrument, or by designating Common Area as such in this Declaration. The Common Area may include easement and/or license rights.

3.9 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout Pristine Springs. Such standard may be more specifically determined by the Board and/or the Design Committee.

3.10 "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) as the Declaration may be amended and supplemented from time to time.

3.11 "**Design Committee**" shall mean the Design Committee created by Grantor pursuant to Article X hereof.

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

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

3.14 "**Grantor**" shall mean Pristine Development LLC, or its successors in interest, or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer to individual Building Lot Owners, by Pristine Development LLC or its successors.

3.15 "**Improvements**" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which may be erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, residential structures, accessory structures, fences, streets, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, Waterways, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and improvements.

3.16 "**Limited Assessment**" shall mean a charge against a particular Owner, and such Owner's Building Lot, directly attributable to such Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration, including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner's Building Lot and/or Improvements in proper repair, and including interest thereon as provided in this Declaration.

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

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

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

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

3.21 "**Person(s)**" shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

3.22 "**Phase**" shall mean a defined portion of the Property which has been designated as a Phase by Plat and/or this Declaration. Each Phase shall contain one or more residential Building Lots, and may, in Grantor's discretion, be managed to the extent permitted herein.

3.23 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder's Office, Ada County, Idaho as the same may be amended by duly recorded amendments thereof.

3.24 "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, Articles of Incorporation and Bylaws of the Association, the Plat, the Design Guidelines and any other procedures, rules, regulations or policies adopted under such documents by the Association/or and the Design Committee.

3.25 "Property" shall mean that certain real property legally described on **Exhibit A**, attached hereto and made a part hereof, including, without limitation, each lot, parcel and portion thereof and interest therein.

3.26 "Regular Assessment" shall mean the portion of the cost of designing, constructing, maintaining, improving, repairing, managing and/or operating all Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association that is levied against the Building Lot of each Owner by the Association, pursuant to the terms of this Declaration.

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

3.28 "Storm Water Facilities" shall mean the storm water drainage improvements constructed by Grantor pursuant to 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").

3.29 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, stream, canal, lateral, or reservoir, natural or artificial which is located on the Property.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements – Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration and to maintain the Community-Wide Standard. Specific design and construction guidelines are contained in the Design Guidelines. The Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner, excluding Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or to make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or above the Property, including, without limitation, any Building Lot. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the Design Committee or its designee prior to such Owner's construction.

All Building Lots shall be used exclusively for and/or in connection with single-family residential. No Building Lot shall be improved except with residential structures and accessory structures as permitted under the Design Guidelines. This Declaration is not intended to serve as authority for the Design Committee or its designee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This Declaration is intended to serve as authority for the Design Committee or its designee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Property, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this Declaration and/or in the Design Guidelines.

Each one-story single-family dwelling unit or structure shall have a minimum of two thousand (2,000) square feet of livable space, and each two-story single-family dwelling unit or structure shall have a minimum of thirteen hundred (1,300) square feet of livable space on the ground floor. Livable space shall not include basements, garages, carports, patios, breezeways, storage rooms, porches or similar structures.

- 4.1.1 Design Committee Review.** No improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Design Committee or its designee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including mandatory roofing materials, physical or aesthetic impacts on other properties, including Common Area, and any and all other factors in connection with the Community-Wide Standard that the Design Committee or its designee, in their reasonable discretion, deem relevant.
- 4.1.2 Setbacks and Heights.** No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat and/or this Declaration for the Phase in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designed either by Grantor or the Design Committee, whichever is more restrictive.
- 4.1.3 Accessory Structures.** Detached garages and storage sheds shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Design Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with, the same materials and with similar colors and design, as the residential structure on the applicable Building Lot. Unless approved by the Design Committee, no playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless specifically approved by the Design Committee or its designee.
- 4.1.4 Driveways.** All access driveways shall have a wearing surface of concrete and shall be properly graded to assure proper drainage.
- 4.1.5 Buoys, Docks and Piers.** No buoy, pier, dock, jetty, bridge or similar structure shall be permitted on any Building Lot unless so designated by Grantor as part of the overall plan for Pristine Springs. Any modifications to the constructed cross section of any Waterway shall be approved in writing by the Design Committee.
- 4.1.6 Mailboxes.** All mailboxes shall be United States Postal Service approved cluster, of consistent design, material and coloration, and shall be located at places designated by Grantor or the Design Committee and approved by the applicable Postmaster.
- 4.1.7 Fencing.** No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge or boundary wall is situated. Except that any fence constructed immediately adjacent to a swimming pool for the purpose of safety may be at a height required by applicable government agencies and/or homeowner liability insurer(s). Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the residential structure constructed thereon (except to allow fencing along driveways to a point where privacy gates may be installed as

approved by the Design Committee), or closer than twenty (20) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street. No fence, hedge or boundary wall which obstructs site lines at an elevation between thirty (30) inches and ninety-six (96) inches above the street shall be placed or permitted to remain on any corner lot. All fencing and boundary walls constructed on any Building Lot shall be compatible style and material to that other fencing constructed adjacent to or abutting Common Area, and shall otherwise be as approved by the Design Committee as stipulated in the Design Guidelines.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the Design Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

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

4.3 Landscaping. The Design Committee shall adopt guidelines regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association, upon thirty (30) days' prior written notice to such Owner, and such Owner shall promptly reimburse the Association for the cost thereof. Such costs shall be Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending Building Lot shall be personally liable, and such Owner's Building Lot may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, if any. Each Owner shall pay all amounts due for such work within (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 Owner as Regular Assessments. In designing and installing landscaping, each Owner should refer to and be guided by the Design Guidelines.

4.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or Building Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Owners, Occupants or residents, or to any other property in the vicinity thereof or to its Owners, Occupants or residents. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be kept at all times in such containers and in areas approved by the Design Committee. No clothing or fabric shall be hung, dried or aired in such a way as

to be visible to any other portion of the Property. No refuse of any kind shall be placed into or allowed to enter any Waterway.

4.5 Trade or Business. No trade or business of any kind may be conducted in or from any Building Lot; provided, however, an Owner or Occupant of a Building Lot may conduct such business activity from such Building Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Owner's or Occupant's dwelling on the Building Lot; (b) the business activity conforms to all zoning requirements for the Building Lot; (c) the business activity does not involve persons coming onto the Building Lot who do not own or occupy the Building Lot; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the Community-Wide Standard and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this Section 4.5, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefor.

An Owner or Occupant of a Building Lot shall not, without the prior written consent of the Board, make any structural alterations in or additions to the Owner's or Occupant's dwelling on the Building Lot, make any interior alterations in or additions to such dwelling visible from the exterior of such dwelling, or make any alterations in or additions to the exterior of such dwelling or to any other portion or portions of the Common Area to facilitate such trade or business. Provided, however, the intent of such restriction is not intended to interfere with the original construction of any such dwelling on a Building Lot as provided further herein.

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

4.7 No Mining or Drilling. No portion of the Property shall be used for the purpose of blasting, mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section shall not prohibit exploratory drilling or coring which is necessary to construct Improvements including, without limitation, water facilities.

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

4.9 Vehicles and Equipment. For reasons that include, but are not limited to, avoidance of theft and safety of the Owners, the use of all vehicles and equipment, including, without limitation, trucks, automobiles, bicycles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, snow removal equipment, garden maintenance equipment, and yard maintenance equipment shall be subject to any of the Project Documents that prohibit or limit the use thereof within the Property.

Without limiting the foregoing, the following specific restrictions apply:

- (a) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited;

- (b) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path, or Waterway unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents;
- (c) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (that is, any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer), oversized vehicles (that is, vehicles which are too high or too wide to clear the entrance of an approved residential garage door opening), dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other potentially unsightly equipment and machinery shall be placed upon any portion of the Property for periods longer than their actual use (including loading), including, without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Design Committee;
- (d) to the extent possible, garage doors shall remain closed at all times;
- (e) the use of electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 8:00 p.m.;
- (f) the placement of exhaust fans used for exhausting odors, fumes, dust, or similar substances shall be placed in a location that will not offend or be a nuisance to adjacent Building Lots or their Occupants;
- (g) no vehicles of persons residing in a residence shall be regularly parked on the streets; and
- (h) vehicles of persons residing in a residence shall be garaged when not in use.

4.10 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section is not intended to prohibit the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other typical household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar household pet in Pristine Springs shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner and are to be kept in compliance with all applicable State and local laws and ordinances. Such owner shall clean up any animal defecation immediately from any Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to applicable Design Guidelines and shall be appropriately screened and maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and or rear Building Lot line,

4.11 No Mobile Homes or Temporary Structures. No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Providing however, that a mobile office may be placed upon a portion of the Property and/or Common Area by Grantor or Grantor's agents and/or employees for the purpose of construction, operation and/or marketing Pristine Springs until all such construction and/or marketing is complete.

4.12 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 Design Committee. 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 Design Committee, which may include drainage from a Common Area over a Building Lot in the Property. In designing and installing drainage facilities, each Owner should refer to and be guided by the Design Guidelines.

4.13 Grading. All Improvements must be placed on any Building Lot in accordance with the grading plan approved by the City of Star, federal guidelines, and recommendations of the Pristine Springs engineer, as applicable. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable federal, state and/or local laws, ordinances and/or by the Design Committee shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Limited Assessments provided for herein.

Each Owner shall grade and drain such Owner's individual Building Lot as detailed on the grading plan (and maintain that grading and drainage) to prevent unintended runoff or drainage of water onto any adjacent Building Lots, Common Area or other property. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) Grantor shall have no duty to grade any property. All grading and elevations shall be done by each Owner. All Building Lots shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

- a) the Building Lot will drain sufficiently away from any foundation with a proper slope to keep water out of the crawl space of the home;
- b) drainage will be directed to the side, rear and front yards as shown on the grading plan and not to any adjacent property; provided, however, Building Lots adjacent to Waterways shall be allowed to drain to such Waterways, and drainage from the front setback of a Building Lot shall be allowed to drain to adjacent public right-of-way; and
- c) grading and drainage shall comply with all applicable building code requirements, the Design Guidelines, and the Typical Lot Drainage drawings attached as **Exhibit B**.

It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Building Lot from draining onto any other Owner's Building Lot (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of the Building Lot as provided herein, or uses excessive irrigation water, such that water flows off such Owner's Building Lot onto an adjacent property causing damage or injury, the offending Owner may be liable for any damages occurring as a result and may be liable for all of the costs of remedial actions to correct the problem should the offending Owner fail to correct the problem.

4.14 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is approved by all government authorities having jurisdiction, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Design Committee, and Star Sewer and Water District and Grantor, so long as Grantor is the Owner of Building Lots.

4.15 Water Rights Appurtenant to Subdivision Lands. Grantor owns certain water rights which are appurtenant to the Property and which may be utilized in connection with the Irrigation System, defined below, that will supply non-potable irrigation water to the Property, as provided further herein. Grantor hereby reserves unto itself any and all water and water rights, ditch and ditch rights, and storage and storage rights appurtenant to the Property, and accordingly, Owner of any Building Lot(s) shall have no right, title or interest in any of such water and water rights, ditch and ditch rights, and storage and storage rights.

Each Owner, by accepting and recording a deed to a Building Lot or by occupying any Building Lot, acknowledges and agrees that: the Property is in the Middleton Mill Ditch Company and the Middleton Irrigation Association, Inc. (hereinafter collectively, "District"); the water in District has not been transferred from this Property; each Owner of any Building Lot is subject to all assessments levied by District, or other water supplier and/or the Association; each Building Lot Owner shall be responsible for any levies attributable to such Building Lot by the District, or other water supplier and/or the Association; and water assessments are a lien upon each Building Lot. Each Owner or Occupant of any Building Lot specifically releases and waives any and all claims of any kind against Grantor, Grantor's agents, employees, officers, members and directors relating to irrigation water, or the lack of it, or the quantity or quality of it, in Pristine Springs.

4.16 Energy Devices; Outside. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Design Committee, except for heat pumps shown in the plans for a residential structure and as approved by the Design Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure or any back-up devices necessary for utility pump stations.

4.17 Signs. No signs of any kind shall be displayed on or from any portion of the Property except those signs approved by the Design Committee, or signs of Grantor or its representatives, agents, employees or assigns, or signs required by law. The foregoing shall not restrict the commercially standard use of signs used to market individual Lots.

4.18 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless such is located or screened in a manner acceptable to and approved by the Design Committee.

4.19 No Further Subdivision. No Building Lot may be further subdivided unless expressly approved in writing by Grantor and consistent with all applicable State and local laws and ordinances.

4.20 Leasing. The Owner of a Building Lot shall have the right to lease such Building Lot and residential structure thereon, subject to the following conditions: (1) all leases shall be in writing; (2) all leases shall provide a minimum lease term of six (6) months or more; (3) such leases shall be specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and (3) the Owner shall be liable for any violation of the Project Documents committed by the tenant of such Owner, without prejudice to the Owner's right to collect any sums from such tenant paid by the Owner on behalf of the tenant.

4.21 Grantor's Right of Development. Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on, under or about any portion of the Property owned by Grantor and/or the Association, or to alter the foregoing and Grantor's construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in Pristine Springs remains unsold by Grantor. Such right shall include, but shall not be limited to, erecting, constructing and maintaining in Pristine Springs such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the development work and disposing of the Property by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Design Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property. The rights of Grantor in connection with the Declaration may be assigned by Grantor to any successor in interest in connection with Grantor's

interest in any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Grantor, in Grantor's sole discretion and in accordance with all applicable State and local zoning laws, may amend and modify the Development Plan. By acceptance of a deed to any property in Pristine Springs, each Owner of such property thereby acknowledges and agrees the Development Plan for the Property may be amended, modified or changed in Grantor's sole discretion, so long as the Development Plan is consistent with applicable State and local zoning laws. Each Owner by acceptance of a deed to any Building Lot or other property within Pristine Springs agrees that such Owner shall not object to or oppose any development of any portion of the Property and/or Pristine Springs. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Persons.

4.22 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property.

4.23 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a residential structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter unless otherwise approved by Grantor. The term "commence the construction" as used in this Section, shall require actual physical construction activities upon such residential structure upon such Building Lot. In the event such Owner shall fail or refuse to commence the construction of a residential structure within such one (1) year period, Grantor may, at Grantor's option, following the expiration of such one (1) year period, repurchase such Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of such repurchase price, the then Owner of such Building Lot shall make, execute and deliver to Grantor a deed reconveying such Building Lot, free and clear of all liens, which deed shall be binding upon all persons who may, at any time thereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law. Grantor may execute an agreement with Owner of any Building Lot consistent with this paragraph.

ARTICLE 5: ASSOCIATION

5.1 Organization of Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and Bylaws of the Association and this Declaration. Neither the Articles nor the Bylaws of the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Grantor grants to the Association a revocable, non-exclusive license to use the name "Craftsman Estates (Pristine Springs)" for the sole purpose of identifying the Association.

5.2 Members of Association. The Members shall be all Owners and no Owner, except Grantor, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association cannot be terminated and shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title in and to such Building Lot or other portion of the Property owned by such Owner, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association.

5.3 Voting. The Association will have two (2) classes of memberships.

5.3.1 Class B Member. Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each of the 261 Building Lots planned for Pristine Springs (that is, 1,305 votes), less five (5) votes for each Building Lot owned by someone other than Grantor. The Class B Member shall cease to be a voting Member in the Association at the earlier of: (a) when Grantor has conveyed the last Building Lot to an Owner other than Grantor in the final phase of Pristine Springs; or (b) January 1, 2036.

5.3.2 Class A Members. Class A Members shall be all Owners except for Grantor. Class A Members shall be entitled to one vote per Building Lot.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws of the Association, as the same may be amended from time to time. The Board shall be comprised of Class A Members and Grantor. For purposes of voting at Board meetings, each Class A Member and Grantor, when acting in their capacity as Board members, shall have the same number of votes as provided further in Section 5.3 above. The Association may exercise any right or privilege given to the Association expressly by this Declaration and the Project Documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the nonprofit 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 Project Documents, and to do and perform any and all acts which may be necessary, proper, and/or incidental to the proper management and operation of the Association's business, Common Area and the Association's other assets, including water and water rights, ditch and ditch rights, and storage and storage rights, when and if received from Grantor, and the performance of the other responsibilities herein enumerated, including, without limitation:

5.5.1.1 Assessments. The power to levy Assessments on behalf of any Owner, or any portion of the Property, pursuant to the restrictions provided in this Declaration, and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner or any portion of the Property to cover the operation and maintenance costs of Common Area.

5.5.1.2 Association Rules. The Association shall have the power to adopt, amend, and repeal by majority vote of the Association such Association rules and regulations as the Association deems reasonable (the "**Association Rules**"). The Association Rules may include fines for certain prohibited activities and such fines shall be treated as Limited Assessments and administered in accordance with this Declaration, including Section 7.9. The Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any challenge to any Association Rule, the Association Rule shall be upheld unless it is found by clear and convincing evidence to be: (i) in express violation of the Declaration; (ii) in express violation of federal, state, or local government law; or (iii) arbitrary, capricious, unreasonable, and oppressive.

5.5.1.3 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration. The power and authority from time to time in its own

name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof. The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable.

5.5.1.4 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Association and the members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, shall be terminable on thirty (30) days' notice with or without cause, and shall be subject to review by the Board.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any Person authorized by the Association, to enter upon any portion of the Property (but not inside any building constructed on a Building 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 the Association is responsible. Such entry shall be made with as little inconvenience to the Owner of such portion of the Property as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, under and about Common Area as may be necessary or appropriate for the orderly construction of Improvements, maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of Owners:

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

5.5.1.6.2 Public or private sewers, septic systems, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

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

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

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Common Area, including the repair and replacement of property damaged or destroyed by casualty loss and including any signs placed at the entrances to, or otherwise in the vicinity of the Property. All Waterways, drainage ponds, pipes and related facilities shall be maintained in accordance with sound hydrological principles and irrigation company rules, where applicable. The Association shall, at Grantor's sole discretion, own and/or operate and/or maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

5.5.2.2 Operation and Maintenance Of Storm Water Facilities. Operation and maintenance of the storm water facilities at Craftsman Estates (Pristine Springs) subdivision shall be governed by the Operation and Maintenance Plan for Storm Water Facilities for Craftsman Estates (Pristine Springs) Subdivision, which manual may **only** be modified at the direction of the Board of the Association, **with written approval by ACHD**. Perform, or provide for the performance of, the operation, maintenance, repair and management of the Common Area, and common lots, pursuant to the operation and maintenance manual including the maintenance, repair and replacement of the all improvements located thereon, including the operation, maintenance and management of the use of the drainage being used for park areas during times when there is no standing water. The Association shall conspicuously post signs on the drainage areas stating when they cannot be used as park areas and shall maintain all park equipment in good condition.

5.5.2.2.1 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Design Committee and the Ada County Highway District ("ACHD"). For the purpose 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 Design Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

5.5.2.2.2 ACHD Storm Water Drainage System. Portions of Lots 7 & 8 of Block 1 and all Lots within Blocks 3 & 4 are servient to and contains the ACHD storm water drainage system. These Lots are 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. Said easement shall remain free of all encroachments and obstructions (including fences, except along side lot lines, and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

5.5.2.2.3 ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

5.5.2.2.4. ACHD Approval of Amendments. Any amendments of this Declaration, the covenants, conditions and restrictions contained herein, the landscape plans dated March 15, 2016, prepared by Power Enterprises, Inc. or the Operation and Maintenance Plan for Storm Water Facilities dated September

21, 2016 prepared by Mason & Stanfield, Inc., having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

5.5.2.2.5 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 continue to lien **all lots** for such unpaid assessments for maintenance and repair to the storm water drainage system.

5.5.2.2.6 Grading. The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Star City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District, or other public agency, and planting and ground cover installed or completed thereon.

5.5.2.3 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of Common Area;

5.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences, including any Waterways within and abutting any Common Area;

5.5.2.5 Maintenance of the Irrigation System. The operation and maintenance of the Irrigation System, defined below, contemplated for the Property when and if conveyed to the Association. It is contemplated that Grantor shall construct the Irrigation System, and that Grantor may transfer the Irrigation System to the Association by describing such transfer on a recorded Plat, or granting or reserving the Irrigation System in a deed or other instrument, or in this Declaration. Notwithstanding any other provision of this Declaration, if Grantor has transferred the Irrigation System to the Association, the Association shall have the right to transfer, sell or convey the Irrigation System to a public or private entity, conditioned only upon reasonable assurances that the Irrigation System will be owned, operated and maintained in a manner that will provide service from the Irrigation System to Owners on a continuing basis with quality of service equal to the Community-Wide Standard, and service that meets all applicable governmental laws, ordinances and regulations. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact for the Association, with full power of attorney to consummate any such transfer of the Irrigation System;

5.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Common Area, or against other portions of the Property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, State and/or local taxes, including income or corporate taxes levied against the Association;

5.5.2.7 Tax Returns. Timely file any and all tax return(s) with the appropriate government entity;

5.5.2.8 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other

necessary services for Common Area, and to own and/or manage for the benefit of Pristine Springs all water and water rights, ditch and ditch rights, and storage and storage rights held by the Association, if any, and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

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

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

5.5.2.9.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor, and their agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage;

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

5.5.2.9.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, fidelity and/or other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of the Association funds or other property;

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

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

5.5.2.10 Newsletter and Website. If the Association so elects, prepare and distribute a newsletter and/or maintain the website provided to it by the Grantor, the www.thelakesatpristinemeadows.com, on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments;

5.5.2.11 Design Committee. Appoint and remove members of the Design Committee following Grantor's relinquishment of right to appoint as conveyed in Article X, subject to the provisions of this Declaration; and

5.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary to enforce any of the provisions of the Project Documents including, without

limitation, the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

5.6 Annual Meeting. The Association shall hold an annual meeting each year and the first annual meeting shall be held during the month of May of the first calendar year following the first sale of a Building Lot in the Property. Subsequent regular annual meetings of the Association shall be held as provided in the Bylaws of the Association. Special meetings may be called as provided for in the Bylaws of the Association. Notice of annual or special meetings of the Association shall be delivered to all Members of the Association as provided in the Bylaws of the Association. All meetings shall be held within the Property or as close thereto as practicable at a reasonable place selected by the Board. All Members of the Association are encouraged to attend all annual and special meetings of the Association.

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

5.7.1 A pro forma operating statement or budget representing the Association for an Owner, for each fiscal year shall be available for distribution not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available to each Owner, a balance sheet as of the last day of the Association's fiscal year for the Association and annual operating statements reflecting the income and expenditures of the Association for their fiscal last year. Copies of the balance sheet and operating statement shall be available for distribution to each Member within ninety (90) days after the end of each fiscal year.

5.8 Manager. The Association may employ or contract for the services of a professional manager or management company, provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association up to thirty (30) days' notice, with or without cause, and without payment of a termination fee. The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

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

5.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than otherwise might be. Neither the Association, Grantor, nor any successor of Grantor shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, that the Association, Grantor, and any successor of Grantor are not insurers and that each person using the Property assumes all risks for loss or damage to

persons, property, Building Lots, to Common Area, and to the contents of Building Lots resulting from acts of third parties.

ARTICLE 6: RIGHTS TO COMMON AREA

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot subject to the following provisions:

- 6.1.1** The right of the Association holding or controlling such Common Area to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on Common Area, including the right to Special Assessments;
- 6.1.2** The right of the Association to suspend the voting rights and rights of use, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid;
- 6.1.3** The right of the Association to dedicate or transfer all or any part of Common Area to any public agency, authority or utility or other Person as provided further herein;
- 6.1.4** The right of the Association to prohibit the construction of Improvements on all Common Area;
- 6.1.5** The right of the Association to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to Owners or Occupants of Building Lots and their guests and rules limiting the number of guests who may use the Common Area;
- 6.1.6** The right of the Association to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, Occupants and/or guests upon payment of use fees established by the Board. The Association may lease any Common Area to a private club composed of such Owners who use the facility, or to a commercial operator, or to Grantor, or to a city or county parks department, or to any other appropriate body, on such terms and conditions as may be agreed to by the Association. If the Association so agrees in the lease of such facilities, the lessee shall have the right to permit public use upon payment of use fees, which shall not be less than the fees charged to Owners for such use. There is hereby reserved to all authorized users of any portion of the Common Area an easement over the remaining Common Area for direct ingress and egress to and from such Common Area being leased; and
- 6.1.7** The Common Area cannot be mortgaged or conveyed without the approval of Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Building Lot is through Common Area, any conveyance or encumbrance of Common Area shall be subject to an easement of Owners of such Building Lots for the purpose of ingress and egress.

6.2 Designation of Common Area. Grantor shall designate and reserve Common Area in the Declaration, and/or recorded Plats, deeds or other instruments.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who occupy such Owner's Building Lot. As provided above, only the Association shall have the right to delegate the right of enjoyment to Common Area to the general public, and such delegation to the general public shall be for a fee set by the Association.

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

ARTICLE 7: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any Building Lot, each Owner of such Building Lot, thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provision of this Declaration or other applicable Project Document.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges together with late charge(s), interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with late charge(s), interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. No Owner shall be exempt from such obligation by a waiver of the use and enjoyment of Common Area or by lease or abandonment of such Owner's Building Lot.

No Owner may exempt such Owner from liability for Assessments by nonuse of Common Area, abandonment of such Owner's Building Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

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

7.3 Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to each Building Lot on the first day of the month following: (1) the month in which the Building Lot is made subject to this Declaration; or (2) the month in which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first annual Regular Assessment levied on each Building Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Building Lot.

7.4 Exempt Property. The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- (a) all Common Area;
- (b) Non-Buildable Lots; and
- (c) any property dedicated to and accepted by any governmental authority or public utility.

7.5 Capitalization of Association. Upon acquisition of record title to a Building Lot by the first Owner thereof other than Grantor or a builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-half of annual Regular Assessment per Building Lot for that year. This amount shall be in addition to, not in lieu of, the annual

Regular Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Project Documents.

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

7.6.1 Purposes of Regular Assessments. The proceeds from Regular Assessments are to be used for all costs and expenses incurred by the Association, including attorney's fees and other professional fees, for the conduct of the Association affairs including, without limitation, the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of Common Area, including all improvements located on such areas owned and/or managed and maintained by the Association (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement to those elements of Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses are collectively referred to herein as the "**Expenses.**"

7.6.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute and levy the amount of Regular Assessments owed by Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Building Lot occurs in the Property for the purposes of the Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with Grantor for payment of Expenses.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Regular Assessment shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted expenses, including reserves. In determining the level of Assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Building Lots subject to Assessment on the first day of the fiscal year for which the budget is prepared and the number of Building Lots reasonably anticipated to become subject to Assessment during the fiscal year.

7.6.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its sole discretion. The Regular Assessments to be paid by any particular Owner for any given fiscal year shall be computed as follows:

7.6.3.1 As to the Association's Regular Assessment, each Owner, except for Grantor, shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the Property subject to this Declaration.

7.7 Grantor's Obligation for Assessments. While Grantor is a Class B Member, Grantor may annually elect either to pay regular Assessments on its unsold Building Lots, or to pay the difference between the amount of Assessments collected on all other Building Lots subject to Assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Grantor otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Grantor shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Building Lots owned by Grantor to secure Grantor's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Building Lots under this Article. Grantor's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

7.8 Special Assessments.

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

7.8.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association. Any particular Phase may request that the Association provide a higher level of service or special services for the benefit of Building Lots in such Phase and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of Building Lots within the Phase, the Association shall provide the requested services. The cost of such services shall be assessed against the Building Lots within such Phase as a Special Assessment.

7.9 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association may levy a Limited Assessment and/or fine against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the Project Documents or for damage caused by the Owner, or any of such Owner's family, representatives or invitees, to any Common Area or any other portion of the Property. No Limited Assessments and/or fines may be imposed upon a Member for a violation of the terms of this Declaration by a Member unless the following requirements are complied with by the Board:

7.9.1 A majority vote by the Board shall be required prior to imposing any Limited Assessment or fine on a Member for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association;

7.9.2 Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting;

7.9.3 In the event the Member begins resolving the violation prior to the meeting, no Limited Assessment and/or fine shall be imposed so long as the Member continues to address the violation in good faith until fully resolved; and

7.9.4 No portion of any Limited Assessment and/or fine may be used to increase the remuneration of any Member of the Board or an agent of the Board.

7.10 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period for the Association, shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments.

7.11 Notice and Assessment Due Date. Thirty (30) days prior written notice of Regular and Special Assessments shall be sent by the Association to the Owner of every Building Lot subject thereto, and to any Person in possession of such Building Lot. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after due. There may accrue, solely at the Board's discretion, on each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, there may accrue, solely at the Board's discretion, on each installment payment delinquent for more than twenty (20) days, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. In the event the Board chooses to impose the delinquent interest fee referenced in this section, then in such event, the Board shall follow the notice provisions stated in Section 7.9 or as may be required by Idaho law. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

7.12 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Regular Assessments over the budget period.

7.13 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been paid by such Owner. Any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of an Owner's Building Lot. Reliance on such statement may not extend to any default of such Owner of which the signor of such statement shall have had no actual knowledge.

7.14 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment shall be sent to all Members of the Association and to any Person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of voting Members or of proxies entitled to cast sixty percent (60%) to the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirements, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 8: ENFORCEMENT OF ASSESSMENTS; LIENS

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

8.2 Assessment Liens.

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

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

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

8.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article, with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

ARTICLE 9: INSPECTION OF THE ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of the Association shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

ARTICLE 10: DESIGN COMMITTEE

10.1 Design Committee Creation; Right of Appointment. Before or within thirty (30) days after the date on which Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Pristine Springs Design Committee, which Design Committee shall have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the Design Committee who shall serve at Grantor's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Grantor. Upon the expiration of such right, the Board shall appoint the members of the Design Committee, who shall serve and may be removed in the Board's discretion.

10.2 Appointment of Design Committee Representative. The Design Committee may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the Design Committee. In the event a Committee Representative is appointed, it is intended that the Design Committee shall look to the Committee Representative to perform all functions of the Design Committee provided, however, the Design Committee shall make all final determinations and decisions regarding all Design Committee duties and obligations. Any action or decision made by two (2) members of the Design Committee shall be a binding decision of the entire Design Committee.

10.3 Improvements Generally. The Grantor and Design Committee shall draft the Design Guidelines for the construction and reconstruction of all Improvements on the Property. No Improvements on any portion of the Property shall be constructed, reconstructed, placed or removed from the Property without prior written consent of the Design Committee. The Design Guidelines shall be used and drafted 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, including guidelines designed to protect the special qualities and Community-Wide Standard, and to encourage creative design, by providing general architectural, design and construction guidelines (including building envelope guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. In the event of a conflict between the Design Guidelines and this Declaration, this Declaration shall govern. The content of the Design Guidelines, may be modified and amended from time to time as provided in the Design Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article limits any Owner's obligation and duty to ensure that such

Owner's Building Lot Improvements are in compliance with this Declaration, the Design Guidelines, any other Project Documents or applicable State or local laws.

10.4 Expenses. The Design Committee shall have the right to charge a fee of Two Hundred Fifty and 00/100 dollars (\$250.00) for each application submitted to the Design Committee for review, which amount may be increased by the Design Committee from time to time. Such fees shall be collected by the Design Committee and remitted to the Association to help defray the expenses of the Design Committee's operation, including reasonable payment to each member of the Design Committee for its services as provided herein.

10.5 Non-Liability of Design Committee Members. Approval by the Design Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Applicant and/or Owner shall ensure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances. Notwithstanding that the Design Committee has approved Improvements, plans and specifications, neither the Design Committee nor any of its members shall be responsible or liable to the Association or to any Person, Owner or Grantor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the Improvements, unless due to the willful misconduct or bad faith of the Design Committee. Neither the Board, Design Committee nor any agent thereof nor Grantor nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Design Guidelines, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Design Committee shall be defended, indemnified and held harmless by the Association in such suit or proceeding which may arise in connection with a Design Committee decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Design Committee to the extent any such member of the Design Committee shall be adjudged to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Design Committee unless and only to the extent that a court in which such action or suit may be brought shall determine that, in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expenses if such court shall deem it proper.

10.6 Variances. The Design Committee may authorize variances from compliance with any of the Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, and must be signed by at least two (2) members of the Design Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration, or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular Building Lot and particular provision 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 Property, including but limited to zoning ordinances and lot setback lines or requirements imposed by governmental or municipal authority.

10.7 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or Grantor, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement or restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Building Lot and collected as a Limited Assessment in accordance with Section 7.9 hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Design Guidelines may be excluded by the Board from the Property. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted hereunder. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the Design Committee.

10.8 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Design Committee.

ARTICLE 11: EASEMENTS

11.1 Owners: Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of Common Area which shall be appurtenant to and shall pass with the title to every Building Lot, subject to the easements set forth in this Declaration, as supplemented and amended from time to time.

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

11.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use as of the date of recordation of this Declaration, as supplemented and amended from time to time.

11.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of Common Area adjacent thereto, or as between adjacent Building Lots, due to the inadvertent placement or settling or shifting of Improvements including, without limitation, structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, Owners of each Building Lot agree that minor encroachments within and over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section.

11.5 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to, from over and across their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots and Common Area resulting from the normal use of adjoining Building Lots and Common Area, and for necessary construction, maintenance and repair of any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, pathways, and landscaping. Such easements may be used by Grantor, and be all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonable necessary for the use and enjoyment of a Building Lot or Common Area.

11.6 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained to the contrary, the Property shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and/or drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a Phase, as

appropriate, to utility companies and/or public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property.

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

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

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

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

11.8 Party Structures. Each wall, fence, driveway or similar structure built as a part of the original construction on the Building Lots which serves and/or separates any two adjoining Building Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the party structure shall share the cost of reasonable repair and maintenance of such structure equally. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

11.9 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees, and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping and natural vegetation. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other

landscaping activities within the Property as the Association shall determine to be necessary from time to time.

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

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

11.12 Waterway Easements. Grantor hereby reserves an easement for all Waterways and related pipes, pumps and other equipment over, across, under and through all Building Lots and Common Area to the extent reasonably required to maintain any Waterway system that may be installed by Grantor on the Property, including, without limitation, the Irrigation System. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which Grantor determines, in Grantor's own discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterway.

11.12.1 Owners Use of Waterway Easements. The Owners and/or Occupants use of the Waterway Easements shall be limited to non-motorized boating, swimming and fishing, provided no Owners or Occupants shall be permitted to trespass on other Owners' Building Lots to access a Waterway or to stop on the shoreline of a Waterway that is adjacent to a Building Lot without such Building Lot Owner's permission. Owners or Occupants shall not be permitted to trespass upon Property that is subject to any easement of the Middleton Mill Ditch Company or the Middleton Irrigation Association, Inc. Access to a Waterway shall be via Common Area. Use of the Waterway may be further restricted and/or permitted by the Association. Under no circumstances shall these Declarations create a public easement for access to the Waterway.

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

11.14 Maintenance Easement. An easement is hereby reserved to Grantor, which may be granted to the Association, and any Member of its Board or manager, if any, and its respective officers, agents, employees, and assigns, upon, across, over, in, and under the Building Lots and Phases and a right to make such use of the Building Lots and Phases as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Projects Documents, including the right to enter upon any Building Lot or Phase for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Building Lot or Phase as required by the Project Documents.

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

ARTICLE 12: IRRIGATION WATER

12.1 Irrigation System. Each Building Lot shall have access to a pressured irrigation water system ("**Irrigation System**") and irrigation water, when seasonally available, will be supplied through the Irrigation System. It is contemplated that Grantor shall construct the Irrigation System, and that Grantor may transfer the Irrigation System to the Association by describing such transfer on a recorded Plat, or granting or reserving the Irrigation System in a deed or other instrument, or in this Declaration. Payments for water use shall be made by the Association and all operation and maintenance costs of the Irrigation System shall be paid for and through Assessments. Use of and Assessments in connection with the Irrigation System shall be subject to such rules and regulations of the Association governing use of and Assessments in connection with the Irrigation System as may be adopted by the Association from time to time. Notwithstanding any other provision of this Declaration, if Grantor has transferred the Irrigation System to the Association, the Association shall have the right to transfer, sell or convey the Irrigation System to a public or private entity, conditioned only upon reasonable assurances that the Irrigation System will be owned, operated and maintained in a manner that will provide service from the Irrigation System to Owners on a continuing basis with quality of service equal to the Community-Wide Standard, and service that meets all applicable governmental laws, ordinances and regulations. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact for the Association, with full power of attorney to consummate any such transfer of the Irrigation System.

12.2 Non-Potable Water. The non-potable Irrigation System contains inherent dangers. Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, of the local jurisdiction, State of Idaho, and federal government, if any, and the Association, governing the use of the Irrigation System including, without limitation, all requirements of the "Idaho Rules for Public Drinking Water Systems." Each Owner shall clearly mark every non-potable water tap on such Owner's Building Lot with a warning label or sticker, and shall maintain such label or sticker. No Owner, nor any other person claiming right under any Owner, shall cause or allow to be caused, any connection between the domestic water system and the Irrigation System. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and potable water lines are strictly prohibited.

12.3 Owner Responsibilities; Location of Lines. Each individual Building Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Building Lot. Each Building Lot Owner shall be responsible for his own irrigation system on his own Building Lot downstream from the control valve (e.g., filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Each Building Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water. Any Owner damaging the main Irrigation System shall be responsible for all of the costs of that damage.

12.4 Water Unreliable. The area of the country where Pristine Springs is located is desert. Irrigation water is not always reliable and such water is not unlimited. Irrigation water may not be available due to, without limitation, drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Building Lot Owners or any other causes. Each Owner assumes the risk of any water shortage, and in the event that there is a water shortage, each Owner must be prepared to use such Owner's domestic water supply.

12.5 Rotation. No Building Lot in this Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the Irrigation System. Nor is any Building Lot guaranteed enough water from the Irrigation System to irrigate all of the landscaping on the Building Lot. Each Building Lot shall be subject to, and each Building Lot Owner by accepting a deed to a Building Lot in Pristine Springs agrees to be bound by and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Building Lots by the Association. All Building Lot Owners and Occupants shall follow said water rotation schedules and any rules promulgated

relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use irrigation water.

12.6 No Liability. Neither the Association nor the Grantor (or any members, employees, agents, officers or directors thereof) shall have any liability of any kind to any Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the Irrigation System, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of, or shortage of, irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water.

12.7 WARNING! IRRIGATION WATER IS NOT DRINKABLE.

Notice is hereby given to each Owner in Pristine Springs that the water in the Irrigation System is NOT fit for human consumption. It may contain untreated ditch or pond water, which may contain dirt, hazardous wastes or farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and could result in death or permanent disability.

NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

- (1) educate all family members, guests, tenants and invitees that the water from the Irrigation System is not drinkable;
- (2) ensure that ALL of the faucets and risers in the Irrigation System are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;
- (3) not remove any existing tags or other warning markers from the irrigation risers; and
- (4) not install, or maintain the installation of, any cross connections between the Irrigation System and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

12.8 No Liability for Quality or Quantity of Water. Neither the Association nor the Grantor (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability of any kind to any Owner, Occupant, Association, and/or any others for any losses, damages, or bodily injuries relating in any respect to the quantity of water or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, Occupant and Association accepts the risk of using the irrigation water and waives and releases any and all claims relating thereto.

ARTICLE 13: DAMAGE OR DESTRUCTION

13.1 Association as Attorney-in-Fact. Each and every Owner hereby irrevocable constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on Common Area upon damage or destruction as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from Grantor or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact.

13.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction to any part of Common Area, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that the Association deems reliable and complete of the costs of repair and reconstruction of that part of Common Area so damaged or destroyed. "Repair and Reconstruction" as used in this Article shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

13.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during any period of insurance adjustments and repair and reconstruction.

13.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual costs of such repair and reconstruction, the Association may assess in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Further assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

13.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all cost of such repair and reconstruction, such balance shall be distributed to Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under this Article or, if no Special Assessments were made, in equal shares per Building Lot, first to the holders of the First Mortgage and then to Owners, as their interests appear.

13.6 Decision Not to Rebuild. If Owners representing at least sixty seven percent (67%) of the total allocated votes within the jurisdiction of the Association and sixty seven percent (67%) of the holders of a First Mortgage (based upon one vote for each mortgage owned) of the Building Lots agree in writing not to repair or reconstruct and no alternative Improvements are authorized, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of Common Area by the Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Building Lot, first to the holders of the First Mortgage and then Owners, as their interests appear.

13.7 Damage or Destruction Affecting Building Lots. In the event of damage or destruction to the Improvements located on any of the Building Lots, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than fifty dollars (\$50) per day on the Owner of the Building Lot until repair and reconstruction is commenced, unless the Owner can prove to the reasonable satisfaction of the Association that such failure is due to circumstances beyond the Owner's control.

ARTICLE 14: CONDEMNATION

14.1 Rights of Owners. Whenever all or any part of Common Area shall be taken or conveyed in lieu of and under threat of condemnation, the Board acting as attorney-in-fact for all Owners, shall notify each Owner of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

14.2 Condemnation: Distribution of Award; Reconstruction. The award made for such partial or complete taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Grantor and Owners representing at least sixty seven percent (67%) of the Class A and B Members shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land including in Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and the Design Committee. If such Improvements are to be repaired or restored, the provisions in Article XIII regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Building Lot, first to the holders of any First Mortgage and then to Owners, as their interests appear.

ARTICLE 15: RESOLUTIONS OF DISPUTES

15.1 Avoiding Costs of Litigation and Limiting Right to Litigate Disputes. The Association, Grantor, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**") shall encourage the amicable resolution of disputes involving the Property, and avoid the emotional and financial costs of litigation if at all possible. Accordingly, all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration and the Project Documents (collectively "**Claim**"), shall be subject to the procedures set forth herein.

15.2 Mandatory Procedures for All Other Claims. Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

15.2.1 Notice. The Claimant shall notify each Respondent in writing the Claim (the "**Notice**"), stating plainly and concisely:

(a) the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim and the provisions of this Declaration, the Project Documents, or other authority out of which the Claim arises;

(b) the basis of the Claim (i.e., the provision of the Declaration or the Project Documents triggered by the Claim);

(c) what Claimant wants Respondent to do or not do to resolve the Claim;
and

(d) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

15.2.2 Mediation. Each Claimant and Respondent (the "**Parties**") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by mediation, if in its discretion the Association believes the Association's efforts will be beneficial to the Parties and to the welfare of Pristine Springs.

15.2.3 Arbitration. If the Parties do not resolve the Claim through mediation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), Claimant shall have thirty (30) additional days within which to submit the Claim to the Association demanding arbitration of the Claim under the auspices of Idaho law. If Claimant does not submit the Claim to the Association demanding arbitration with thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings. Arbitration of the Claim shall be before an arbitrator that is familiar with Idaho law concerning real property and that is mutually agreeable to the Parties. In the event the Parties cannot agree on an arbitrator, the Association shall determine the arbitrator for the Claim. The arbitrator's decision shall be full and final resolution of the Claim.

15.3 Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by mediator(s) and/or the arbitrator.

15.4 Enforcement of Resolution. If the Parties fail to abide by the terms of such mediation agreement or the award of the arbitrator, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 15.2. In such event, the Party taking action to enforce the mediation agreement or the arbitrator's award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

ARTICLE 16: MISCELLANEOUS

16.1 Term. The Restrictions created hereunder shall be perpetual, subject only to extinguishment by the holders of such Restrictions as provided by law. The Restrictions of this Declaration shall run until December 31, 2036, unless amended as herein provided. After December 31, 2036, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Ada County Recorder's Office.

16.2 Amendment.

16.2.1 By Grantor. Until the recordation of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively, "**amendment**") by Grantor by recordation of a written instrument setting forth such amendment.

16.2.2 By Owners. After the recordation of the first deed to a Building Lot, any amendment to any provision of the Declaration, other than to this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing at least two-thirds (2/3) of the total voting power in the

Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder's Office. Any amendment to this Article shall require the vote or written consent of Members representing ninety percent (90%) of the voting power of the Association.

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

16.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any First Mortgage upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such First Mortgage, such Building Lot shall remain subject to this Declaration, as amended.

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

16.5 Enforcement and Non-Waiver.

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

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

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

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

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

16.6 Use of Trade Name. Each Owner by acceptance of a deed for such Owner's Building Lot shall be deemed to acknowledge that "Craftsman Estates (Pristine Springs)" is or may become a service mark, trade name and/or trademark of Pristine Development LLC, or its licensees, and to covenant that any such Owner shall not use the term Craftsman Estates (Pristine Springs) without the prior written permission of Pristine Development LLC, or its licensees.

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

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

16.7.2 Restrictions Severable. Notwithstanding the provision of the foregoing Subsection 16.7.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity of partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

16.7.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

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

[end of text – signature and notary on following page]

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs), effective this 21st day of September, 2016.

GRANTOR:

Pristine Development LLC,
an Idaho limited liability company

By: *Bryan C. Pecht*
Bryan C. Pecht, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 21 day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan C. Pecht, known or identified to me to be a Manager of Pristine Development LLC, the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Jordan Hurd
Notary Public for Idaho
Residing at: Canyon County
My commission expires: Sept. 23 2020

EXHIBIT A
Legal Description of the Property
CRAFTSMAN ESTATES SUBDIVISION

A parcel of land being a portion of the E1/2 SW1/4 and a portion of the S1/2 NW1/4 of Section 06, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the southeast corner of the E1/2 SW1/4;

Thence N 01° 01' 15" E a distance of 840.04 feet along the east boundary of the SE1/4 SW1/4 to the **POINT OF BEGINNING**,

Thence N 80° 02' 06" W a distance of 1334.68 feet to a point on the west boundary of the E1/2 SW1/4;

Thence N 00° 55' 50" E a distance of 1605.90 feet along the said west boundary to the southeast corner of Government Lot 5;

Thence N 88° 39' 01" W a distance of 1185.49 feet along the south boundary of Government Lot 5 to the southwest corner of Government Lot 5;

Thence N 00° 49' 56" E a distance of 1319.36 feet along the west boundary of Government Lot 5 to the northwest corner of Government Lot 5;

Thence S 88° 41' 45" E a distance of 703.69 feet along the north boundary of Government Lot 5;

Thence S 00° 42' 04" W a distance of 277.80 feet

Thence S 88° 32' 06" E a distance of 163.76 feet;

Thence N 00° 42' 04" E a distance of 278.26 feet to a point on the north boundary of Government Lot 5;

Thence S 88° 41' 45" E a distance of 1643.20 feet along the north boundaries of Government Lot 5 and the SE1/4 NW1/4 to the northeast corner of the SE1/4 NW1/4;

Thence S 01° 01' 39" W a distance of 1321.26 feet along the east boundary of the SE1/4 NW1/4 to the northeast corner of the NE1/4 SW1/4;

Thence S 01° 00' 23" W a distance of 1322.93 feet along the east boundary of the NE1/4 SW1/4 to the northeast corner of the SE1/4 SW1/4;

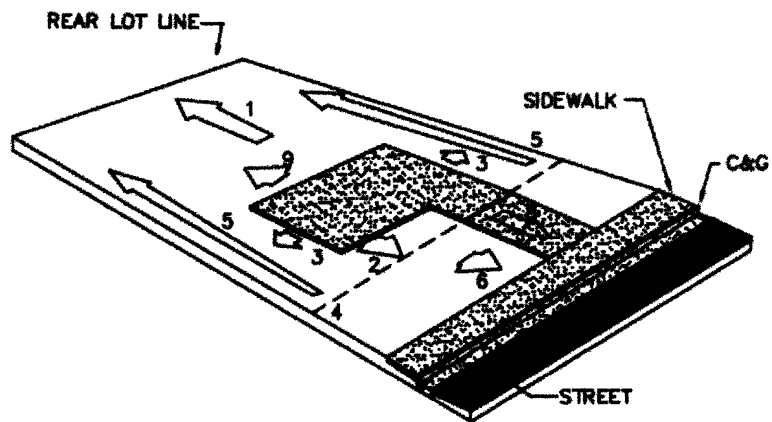
Thence S 01° 01' 15" W a distance of 482.96 feet along the east boundary of the SE1/4 SW1/4 to the **POINT OF BEGINNING**.

This parcel contains 126.65 acres more or less.

Also, this parcel is subject to all easements and rights-of-way of record or implied.



EXHIBIT B
Typical Lot Drainage Drawings



1. SHEET FLOW TO REAR LOT LINE
2. SLOPE FROM HOUSE TO FRONT YARD SWALE PER INTERNATIONAL BUILDING CODE AND/OR CITY REQUIREMENTS
3. SLOPE FROM HOUSE TO SIDE SWALE PER INTERNATIONAL BUILDING CODE AND/OR CITY REQUIREMENTS
4. FRONT YARD BUILDING SETBACK
5. SIDE SWALE TO REAR
6. SLOPE FROM BUILDING SETBACK TO SIDEWALK
7. SLOPE OF STREET
8. DRIVEWAY SLOPE
9. SLOPE FROM HOUSE TO REAR PER INTERNATIONAL BUILDING CODE AND/OR CITY REQUIREMENTS

NOTE: ROOF DRAINAGE SHALL BE DIRECTED TO DRAIN TO REAR OF LOT.

TYPICAL LOT GRADING
CRAFTSMAN ESTATES
NOT TO SCALE



After Recording
Return to:

T. Hethe Clark
Spink Butler, LLP
P.O. Box 639
Boise, ID 83701

FOR RECORDING INFORMATION

**FIRST AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRAFTSMAN ESTATES (PRISTINE SPRINGS)**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) (this "**First Amendment**") is made this 17th day of January 2017, by Pristine Development LLC, an Idaho limited liability company ("**Grantor**").

RECITALS

A. Grantor is the developer and owner of certain real property located in Ada County, Idaho, to be known as Craftsman Estates (Pristine Springs) Subdivision (the "**Property**"), as more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs), recorded in Ada County, Idaho, on September 21, 2016, as Instrument No. 2016-089772 (the "**Declaration**"). All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

B. Grantor hereby desires to amend the Declaration, as is permitted by Section 16.2.1 of the Declaration, to modify certain provisions thereunder as set forth below, and to declare 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, easements and restrictions as hereinafter set forth.

NOW, THEREFORE, the Declaration is hereby amended, as follows:

1. Section 5.5.2.2.2 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

5.5.2.2.2 ACHD Storm Water Drainage System. Lots 5, 7, and 8 in Block 1; Lots 3, 4, 5, 6, 20, 21, and 25 in Block 4; and Lots 5 and 6 in Block 3, of Craftsman Estates Subdivision Phase 1 (being a portion of the Property), are servient to and contain the ACHD storm water drainage system. These Lots are encumbered by that certain 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**") and by that certain Non-Exclusive Storm Drain Easement recorded as Instrument No. 2016-119378, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "**Pipe System Easement**"). The Master Easement, the Pipe System Easement, and the storm water drainage system are dedicated to ACHD pursuant to Idaho Code Section 40-2302. The Master and Pipe System Easements are for the operation and maintenance of the storm water drainage system. Said easements shall remain free of all

encroachments and obstructions (including fences, except along side lot lines, and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

2. Section 5.5.2.2.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

5.5.2.2.4. ACHD Approval of Amendments. Any amendments of this Declaration, the covenants, conditions and restrictions contained herein, the landscape plans dated February 15, 2016 (revised December 6, 2016), prepared by Power Enterprises, Inc., or the Operation and Maintenance Plan for Storm Water Facilities dated November 17, 2016 prepared by Mason & Stanfield, Inc., having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

3. Section 10.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

10.4 Expenses. The Design Committee shall have the right to charge a fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) for each application submitted to the Design Committee for review, which amount may be increased by the Design Committee from time to time. Such fees shall be collected by the Design Committee to help defray the expenses of the Design Committee's operation, including reasonable payment to each member of the Design Committee for its services as provided herein.

4. **Effect of Amendment.** Upon the recording of this First Amendment, the terms and provisions set forth in the Declaration recorded as Instrument Number 2016-089772 shall be amended by the terms hereof. If there is any conflict between the terms of this First Amendment and the Declaration, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) to be duly executed the day and year first above written.

GRANTOR:

PRISTINE DEVELOPMENT LLC,
an Idaho limited liability company

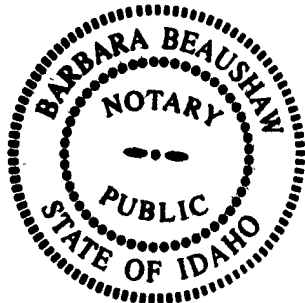
By: 
Marie Pecht, Manager

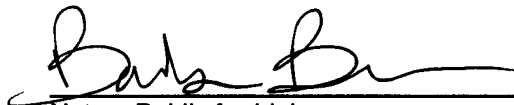
[notary acknowledgment on following page]

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of January 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Marie Pecht, known or identified to me to be a Manager of Pristine Development LLC, the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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





Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 12/23/20



**SECOND AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRAFTSMAN ESTATES (PRISTINE SPRINGS)**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) (this **"Second Amendment"**) is made this 19th day of May 2022, by Pristine Springs Homeowners Association, Inc. (**"Association"**).

RECITALS

- A. The Property, known as the Craftsman Estates (Pristine Springs) Subdivision, is bound and encumbered by the Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs), recorded in Ada County, Idaho, on September 21, 2016, as Instrument No. 2016-089772 (the **"Declaration"**), and First Amendment thereto, recorded in Ada County, Idaho, on January 17, 2017, as Instrument No. 2017-005087. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

- B. The Declaration, in Article 16, Section 16.2.2, indicates that the Owners may amend any provision of the Declaration, other than this Article, by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing at least two-thirds (2/3) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder's Office.

- C. The Association held a Special Meeting on April 26, 2022 and at least two-thirds (2/3) of the Members voted to amend Article 4, Section 4.9(h), of the Declaration as set forth below, and to declare 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, easements and restrictions as hereinafter set forth.

NOW THEREFORE, the Declaration is hereby amended, as follows:

1. Subsection (h) of Section 4.9 of the Declaration shall be deleted in its entirety, and the following substituted therefor:

(h) Subject to Section 4.9, subsection (c), one automobile "Daily Driver" (non-commercial passenger automobile, pickup, SUV, or van) per residence may be parked in residence driveway. All other vehicles of persons residing in a residence shall be garaged when not in use.

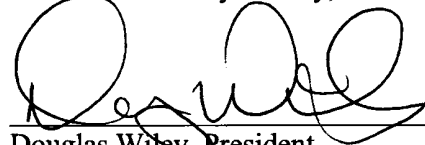
2. Effect of Amendment Upon recording of this Second Amendment, the terms and provisions set forth in the Declaration recorded as Instrument Number 2016-089772 shall be amended by the terms hereof. If there is any conflict between the terms of this Second Amendment and the Declaration, the Second Amendment shall control.

CERTIFICATION

We, the undersigned, do hereby certify:

1. We are the currently appointed and acting President and Secretary of the Board of the Pristine Springs Homeowners Association, Inc., an Idaho Non-Profit Corporation;
2. That the requirements of amend the Declaration have been properly fulfilled in full compliance with Article 16, Section 16.2.2 of the Declaration; and
3. That the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions For Craftsman Estates (Pristine Springs) constitutes a valid amended and restated declaration approved through the vote or written consent of Members representing at least two thirds (2/3) of the total voting power in the Association.

Dated this 19th day of May, 2022.



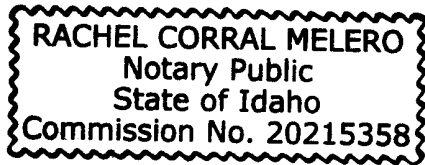
Douglas Wiley, President



Carmelle Spruill, Secretary

On the 25th day of May, 2022, personally appeared before me Douglas Wiley and Carmelle Spruill, who by me being duly sworn, did attest that they are the President and Secretary of the Pristine Springs Homeowners Association, Inc., and that the foregoing instrument was approved by said association by authority of the consent of its members.

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



Rachel Corral Melero
Notary Public of Idaho
Residing in: 685 Pine Lake Lane Star, ID 83669
My commission expires: 11/04/2027



**THIRD AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRAFTSMAN ESTATES (PRISTINE SPRINGS)**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) (this **"Third Amendment"**) is made this 21 day of July 2022, by Pristine Springs Homeowners Association, Inc. (**"Association"**).

RECITALS

- A. The Property, known as the Craftsman Estates (Pristine Springs) Subdivision, is bound and encumbered by the Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs), recorded in Ada County, Idaho, on September 21, 2016, as Instrument No. 2016-089772 (the **"Declaration"**), the First Amendment thereto, recorded in Ada County, Idaho, on January 17, 2017, as Instrument No. 2017-005087 (the **"First Amendment"**), and the Second Amendment thereto, recorded in Ada County, Idaho, on May 25, 2022 (the **"Second Amendment"**). All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.
- B. The Declaration, in Article 16, Section 16.2.2, indicates that the Owners may amend any provision of the Declaration, other than this Article, by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing at least two-thirds (2/3) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder's Office.
- C. The Association held a Special Meeting on April 26, 2022 and at least two-thirds (2/3) of the Members voted to amend Article 4, Section 4.9(h), of the Declaration as set forth below, and to declare 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, easements and restrictions as hereinafter set forth.

D. The Second Amendment did not reflect the precise language voted on by the Members at the Special Meeting on April 26, 2022, and therefore needs to be corrected.

NOW THEREFORE, the Declaration and the Second Amendment are hereby amended, as follows:

1. Subsection (h) of Section 4.9 of the Declaration and the Second Amendment shall be deleted in its entirety, and the following substituted therefor:

(h) Subject to Section 4.9, subsection (c), One (1) automobile "Daily Driver" per residence may be parked in residence driveway. All other vehicles of persons residing in a residence shall be garaged when not in use.

2. Effect of Amendment Upon recording of this Third Amendment, the terms and provisions set forth in the Declaration recorded as Instrument Number 2016-089772 and the Second Amendment thereto recorded as Instrument Number 2022-049917 shall be amended by the terms hereof. If there is any conflict between the terms of this Third Amendment and the Declaration and/or any prior amendments thereto, the Third Amendment shall control.

CERTIFICATION

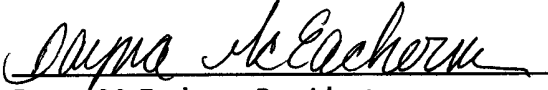
We, the undersigned, do hereby certify:

1. We are the currently appointed and acting President and Secretary of the Board of the Pristine Springs Homeowners Association, Inc., an Idaho Non-Profit Corporation;

2. That the requirements to amend the Declaration and any amendments thereto have been properly fulfilled in full compliance with Article 16, Section 16.2.2 of the Declaration; and

3. That the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Craftsman Estates (Pristine Springs) constitutes a valid amended and restated declaration approved through the vote or written consent of Members representing at least two thirds (2/3) of the total voting power in the Association.

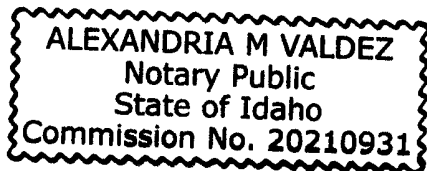
Dated this 21 day of July 2022.


Dayna McEachern, President


Martin Parker, Secretary

On the 21 day of July 2022, personally appeared before me Dayna McEachern and Martin Parker, who by me being duly sworn, did attest that they are the President and Secretary of the Pristine Springs Homeowners Association, Inc., and that the foregoing instrument was approved by said association by authority of the consent of its members.

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



Alexandria M Valdez
Notary Public of Idaho
Residing in: Star, ID
My commission expires: 3-1-2027