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Instrument # 2025-029083

Ada County, Boise, Idaho

05/12/2025 11:56:56 AM No. of Pages: 1

Recorded for: ACCURATE SURVEY

Trent Tripple Fee: \$21.00

dryalls



PLAT RECORDING SHEET

Digital Plat Image Available in Separate System

BOOK

130

PAGE

21434

Thru

21437

SURVEYOR

Nathan J Dang

SUBDIVISION NAME

Chotika Subdivision

OWNERS

3 Valley Development LLC

AT THE REQUEST OF

Accurate Survey

COMMENTS

SE ¼ NW ¼ Sec 26 T2N R1W

CHOTIKA SUBDIVISION

A RE-SUBDIVISION OF A PORTION OF LOT 18, OF THE KUNA ORCHARD TRACTS,
BOOK 6 OF PLATS, PAGE 291, ADA COUNTY RECORDS
LYING WITHIN THE SE 1/4 OF THE NW 1/4 OF SECTION 26, T.2N., R.1W., B.M.

CITY OF KUNA — COUNTY OF ADA — STATE OF IDAHO
2025

NOTES:

1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
2. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA ZONING ORDINANCE.
3. LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, LOT 35, LOT 36, LOT 37, LOT 38, LOT 39, LOT 40, LOT 41, LOT 42, LOT 43, LOT 44, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 54, LOT 55, LOT 56, LOT 57, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 63, LOT 64, LOT 65, LOT 66, LOT 67, LOT 68, LOT 69, LOT 70, LOT 71, LOT 72, LOT 73, LOT 74, LOT 75, LOT 76, LOT 77, LOT 78, LOT 79, LOT 80, LOT 81, LOT 82, LOT 83, LOT 84, LOT 85, LOT 86, LOT 87, LOT 88, LOT 89, LOT 90, LOT 91, LOT 92, LOT 93, LOT 94, LOT 95, LOT 96, LOT 97, LOT 98, LOT 99, LOT 100, LOT 101, LOT 102, LOT 103, LOT 104, LOT 105, LOT 106, LOT 107, LOT 108, LOT 109, LOT 110, LOT 111, LOT 112, LOT 113, LOT 114, LOT 115, LOT 116, LOT 117, LOT 118, LOT 119, LOT 120, LOT 121, LOT 122, LOT 123, LOT 124, LOT 125, LOT 126, LOT 127, LOT 128, LOT 129, LOT 130, LOT 131, LOT 132, LOT 133, LOT 134, LOT 135, LOT 136, LOT 137, LOT 138, LOT 139, LOT 140, LOT 141, LOT 142, LOT 143, LOT 144, LOT 145, LOT 146, LOT 147, LOT 148, LOT 149, LOT 150, LOT 151, LOT 152, LOT 153, LOT 154, LOT 155, LOT 156, LOT 157, LOT 158, LOT 159, LOT 160, LOT 161, LOT 162, LOT 163, LOT 164, LOT 165, LOT 166, LOT 167, LOT 168, LOT 169, LOT 170, LOT 171, LOT 172, LOT 173, LOT 174, LOT 175, LOT 176, LOT 177, LOT 178, LOT 179, LOT 180, LOT 181, LOT 182, LOT 183, LOT 184, LOT 185, LOT 186, LOT 187, LOT 188, LOT 189, LOT 190, LOT 191, LOT 192, LOT 193, LOT 194, LOT 195, LOT 196, LOT 197, LOT 198, LOT 199, LOT 200, LOT 201, LOT 202, LOT 203, LOT 204, LOT 205, LOT 206, LOT 207, LOT 208, LOT 209, LOT 210, LOT 211, LOT 212, LOT 213, LOT 214, LOT 215, LOT 216, LOT 217, LOT 218, LOT 219, LOT 220, LOT 221, LOT 222, LOT 223, LOT 224, LOT 225, LOT 226, LOT 227, LOT 228, LOT 229, LOT 230, LOT 231, LOT 232, LOT 233, LOT 234, LOT 235, LOT 236, LOT 237, LOT 238, LOT 239, LOT 240, LOT 241, LOT 242, LOT 243, LOT 244, LOT 245, LOT 246, LOT 247, LOT 248, LOT 249, LOT 250, LOT 251, LOT 252, LOT 253, LOT 254, LOT 255, LOT 256, LOT 257, LOT 258, LOT 259, LOT 260, LOT 261, LOT 262, LOT 263, LOT 264, LOT 265, LOT 266, LOT 267, LOT 268, LOT 269, LOT 270, LOT 271, LOT 272, LOT 273, LOT 274, LOT 275, LOT 276, LOT 277, LOT 278, LOT 279, LOT 280, LOT 281, LOT 282, LOT 283, LOT 284, LOT 285, LOT 286, LOT 287, LOT 288, LOT 289, LOT 290, LOT 291, LOT 292, LOT 293, LOT 294, LOT 295, LOT 296, LOT 297, LOT 298, LOT 299, LOT 300, LOT 301, LOT 302, LOT 303, LOT 304, LOT 305, LOT 306, LOT 307, LOT 308, LOT 309, LOT 310, LOT 311, LOT 312, LOT 313, LOT 314, LOT 315, LOT 316, LOT 317, LOT 318, LOT 319, LOT 320, LOT 321, LOT 322, LOT 323, LOT 324, LOT 325, LOT 326, LOT 327, LOT 328, LOT 329, LOT 330, LOT 331, LOT 332, LOT 333, LOT 334, LOT 335, LOT 336, LOT 337, LOT 338, LOT 339, LOT 340, LOT 341, LOT 342, LOT 343, LOT 344, LOT 345, LOT 346, LOT 347, LOT 348, LOT 349, LOT 350, LOT 351, LOT 352, LOT 353, LOT 354, LOT 355, LOT 356, LOT 357, LOT 358, LOT 359, LOT 360, LOT 361, LOT 362, LOT 363, LOT 364, LOT 365, LOT 366, LOT 367, LOT 368, LOT 369, LOT 370, LOT 371, LOT 372, LOT 373, LOT 374, LOT 375, LOT 376, LOT 377, LOT 378, LOT 379, LOT 380, LOT 381, LOT 382, LOT 383, LOT 384, LOT 385, LOT 386, LOT 387, LOT 388, LOT 389, LOT 390, LOT 391, LOT 392, LOT 393, LOT 394, LOT 395, LOT 396, LOT 397, LOT 398, LOT 399, LOT 400, LOT 401, LOT 402, LOT 403, LOT 404, LOT 405, LOT 406, LOT 407, LOT 408, LOT 409, LOT 410, LOT 411, LOT 412, LOT 413, LOT 414, LOT 415, LOT 416, LOT 417, LOT 418, LOT 419, LOT 420, LOT 421, LOT 422, LOT 423, LOT 424, LOT 425, LOT 426, LOT 427, LOT 428, LOT 429, LOT 430, LOT 431, LOT 432, LOT 433, LOT 434, LOT 435, LOT 436, LOT 437, LOT 438, LOT 439, LOT 440, LOT 441, LOT 442, LOT 443, LOT 444, LOT 445, LOT 446, LOT 447, LOT 448, LOT 449, LOT 450, LOT 451, LOT 452, LOT 453, LOT 454, LOT 455, LOT 456, LOT 457, LOT 458, LOT 459, LOT 460, LOT 461, LOT 462, LOT 463, LOT 464, LOT 465, LOT 466, LOT 467, LOT 468, LOT 469, LOT 470, LOT 471, LOT 472, LOT 473, LOT 474, LOT 475, LOT 476, LOT 477, LOT 478, LOT 479, LOT 480, LOT 481, LOT 482, LOT 483, LOT 484, LOT 485, LOT 486, LOT 487, LOT 488, LOT 489, LOT 490, LOT 491, LOT 492, LOT 493, LOT 494, LOT 495, LOT 496, LOT 497, LOT 498, LOT 499, LOT 500, LOT 501, LOT 502, LOT 503, LOT 504, LOT 505, LOT 506, LOT 507, LOT 508, LOT 509, LOT 510, LOT 511, LOT 512, LOT 513, LOT 514, LOT 515, LOT 516, LOT 517, LOT 518, LOT 519, LOT 520, LOT 521, LOT 522, LOT 523, LOT 524, LOT 525, LOT 526, LOT 527, LOT 528, LOT 529, LOT 530, LOT 531, LOT 532, LOT 533, LOT 534, LOT 535, LOT 536, LOT 537, LOT 538, LOT 539, LOT 540, LOT 541, LOT 542, LOT 543, LOT 544, LOT 545, LOT 546, LOT 547, LOT 548, LOT 549, LOT 550, LOT 551, LOT 552, LOT 553, LOT 554, LOT 555, LOT 556, LOT 557, LOT 558, LOT 559, LOT 560, LOT 561, LOT 562, LOT 563, LOT 564, LOT 565, LOT 566, LOT 567, LOT 568, LOT 569, LOT 570, LOT 571, LOT 572, LOT 573, LOT 574, LOT 575, LOT 576, LOT 577, LOT 578, LOT 579, LOT 580, LOT 581, LOT 582, LOT 583, LOT 584, LOT 585, LOT 586, LOT 587, LOT 588, LOT 589, LOT 590, LOT 591, LOT 592, LOT 593, LOT 594, LOT 595, LOT 596, LOT 597, LOT 598, LOT 599, LOT 600, LOT 601, LOT 602, LOT 603, LOT 604, LOT 605, LOT 606, LOT 607, LOT 608, LOT 609, LOT 610, LOT 611, LOT 612, LOT 613, LOT 614, LOT 615, LOT 616, LOT 617, LOT 618, LOT 619, LOT 620, LOT 621, LOT 622, LOT 623, LOT 624, LOT 625, LOT 626, LOT 627, LOT 628, LOT 629, LOT 630, LOT 631, LOT 632, LOT 633, LOT 634, LOT 635, LOT 636, LOT 637, LOT 638, LOT 639, LOT 640, LOT 641, LOT 642, LOT 643, LOT 644, LOT 645, LOT 646, LOT 647, LOT 648, LOT 649, LOT 650, LOT 651, LOT 652, LOT 653, LOT 654, LOT 655, LOT 656, LOT 657, LOT 658, LOT 659, LOT 660, LOT 661, LOT 662, LOT 663, LOT 664, LOT 665, LOT 666, LOT 667, LOT 668, LOT 669, LOT 670, LOT 671, LOT 672, LOT 673, LOT 674, LOT 675, LOT 676, LOT 677, LOT 678, LOT 679, LOT 680, LOT 681, LOT 682, LOT 683, LOT 684, LOT 685, LOT 686, LOT 687, LOT 688,

Nathan J. Dang
P.I.S. 1146.3

F.L.S. 11403

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RE-SUBDIVIDE A PORTION OF LOT 18, I FOUND AND HELD MONUMENTS AND GEOMETRY PER R1 TO DEFINE THE NORTH LINE, I FOUND AND HELD MONUMENTS AND GEOMETRY PER R2 TO DEFINE THE EAST LINE, I HELD THE FOUND MONUMENTS ON THE CENTER-SECTION LINE TO DEFINE THE SOUTH LINE, I HELD FOUND MONUMENTS ALONG THE SIXTEEN LINE AND PLACED RICH OF A WAGON WHEELS TO DEFINE THE WEST LINE, I HELD RECORD DEED GEOMETRY TO FIX THE LOCATION OF THE SOUTHWESTERLY BOUNDARY LINES,

REFERENCES

- R1 = THE KUNA ORCHARD TRACTS
 SUBDIVISION;
 BOOK 06 OF PLATS, PAGE 291
 R2 = OUTPOST SUBDIVISION;
 BOOK 87 OF PLATS, PAGE 10,023
 R3 = COLERIDGE SUBDIVISION;
 BOOK 70 OF PLATS, PAGE 7152
 R4 = BRANDYWINE SUBDIVISION;
 BOOK 85 OF PLATS, PAGE 9437
 R5 = RECORD OF SURVEY No. 9159

BASIS OF BEARING

N 89°48'48" W BETWEEN FOUND
MONUMENTS AT THE CENTER QUARTER
CORNER OF SECTION 26 AND THE
QUARTER CORNER COMMON TO
SECTIONS 26 AND 27.

LINE AND CURVE TABLES
SEE SHEET 2



ACCURATE

1520 W. Washington St.

1320 W. Washington St.
Boise, Idaho 83702

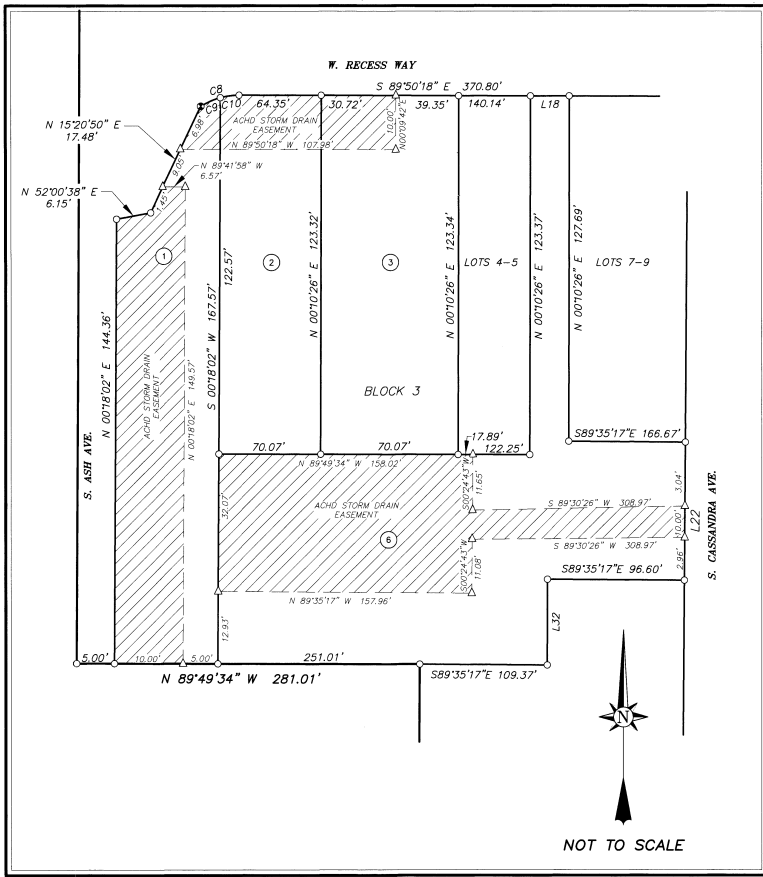
(208) 488-4227

www accuratesurveyors.com

JOB NO. 18-340
DRAWN BY: BMG
SHEET: 1 OF 4

CHOTIKA SUBDIVISION

DETAIL 'B'



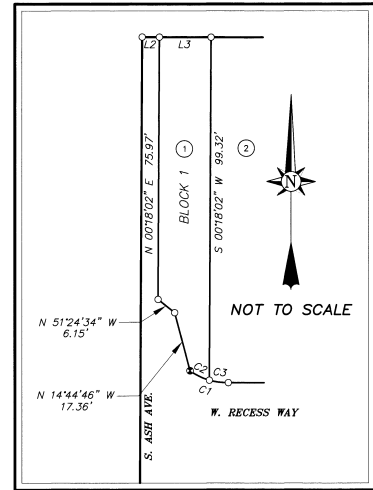
CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.91'	18.01'	37°52'33"	N 72°46'06" W	11.69'
C2	6.33'	18.01'	20°07'36"	N 63°53'37" W	6.30'
C3	5.58'	18.01'	17°44'57"	N 82°49'54" W	5.56'
C4	13.20'	125.00'	6°03'08"	S 86°48'44" W	13.20'
C5	7.58'	75.00'	5°47'35"	S 86°38'46" E	7.58'
C6	12.80'	125.00'	5°51'57"	N 86°40'57" W	12.79'
C7	31.42'	20.00'	90°00'00"	N 44°48'48" W	28.28'
C8	11.72'	20.50'	32°45'50"	N 73°46'47" E	11.56'
C9	6.20'	20.50'	17°20'24"	N 66°04'04" E	6.18'
C10	5.52'	20.50'	15°25'26"	N 82°26'58" E	5.50'
C11	31.42'	20.00'	90°01'21"	N 45°11'52" E	28.29'
C12	4.65'	12.50'	21°19'13"	S 79°45'06" W	4.62'
C13	11.88'	12.50'	54°27'05"	N 62°21'44" W	11.44'
C14	42.54'	52.00'	46°52'22"	N 58°34'24" W	41.36'
C15	45.98'	52.00'	50°39'45"	S 72°39'33" W	44.50'
C16	35.17'	52.00'	38°44'54"	S 27°57'13" W	34.50'
C17	37.27'	52.00'	41°03'00"	S 11°57'00" E	36.48'
C18	30.59'	52.00'	33°40'03"	S 49°19'54" E	30.15'
C19	44.54'	52.00'	49°04'27"	N 89°16'02" E	43.19'
C20	26.11'	52.00'	28°46'09"	N 50°20'43" E	25.84'
C21	11.88'	12.50'	54°27'05"	N 63°11'10" E	11.44'
C22	5.71'	12.50'	26°11'40"	S 76°29'27" E	5.67'
C23	7.97'	75.00'	6°05'21"	N 86°47'38" W	7.97'
C24	10.63'	100.00'	6°05'19"	N 86°47'38" W	10.62'
C25	10.19'	100.00'	5°50'23"	S 86°40'10" E	10.19'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°41'58" E	20.00'
L2	S 89°50'18" E	5.00'
L3	S 89°50'18" E	15.00'
L4	S 89°50'18" E	25.10'
L5	S 89°50'18" E	25.10'
L6	S 00°16'33" W	25.00'
L7	S 00°16'33" W	25.00'
L8	S 00°16'33" W	20.00'
L9	N 00°18'02" E	20.00'
L10	N 89°49'34" W	15.00'
L11	N 89°49'34" W	5.00'
L12	S 00°09'42" W	41.18'
L13	S 29°50'18" E	12.80'
L14	S 00°09'42" W	48.43'
L15	S 83°44'58" E	53.38'
L16	N 45°38'51" E	18.92'
L17	S 44°21'09" E	19.47'
L18	S 89°50'18" E	20.00'
L19	S 89°50'18" E	15.75'
L20	S 83°44'58" E	60.96'
L21	S 41°40'08" E	19.18'
L22	S 00°24'43" W	16.00'
L23	S 45°24'20" W	7.39'
L24	S 20°11'59" W	8.06'
L25	N 89°35'17" W	27.55'
L26	S 89°35'17" E	27.53'
L27	S 11°39'53" E	8.88'
L28	S 44°35'58" E	7.28'
L29	S 46°25'44" W	32.33'
L30	S 42°40'20" E	25.81'
L31	N 17°59'14" W	33.89'
L32	N 00°10'26" E	24.84'
L33	N 48°19'52" E	18.91'
L34	N 00°24'43" E	22.99'

DETAIL 'A'



Nathan J. Dang,
P.L.S. 11463



ACCURATE
SURVEYING & MAPPING
1520 W. Washington St.
Boise, Idaho 83702
(208) 488-4227
www accuratesurveyors.com

JOB NO.
18-340
DRAWN BY:
BMG
SHEET:
2 OF 4

CHOTIKA SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL PERSONS, BY THESE PRESENTS, THAT 3 VALLEY DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE REAL PROPERTY DESCRIBED BELOW AND IT IS SAID COMPANY'S INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

A RE-SUBDIVISION OF A PORTION OF LOT 18 IN KUNA ORCHARD TRACTS AS RECORDED IN BOOK 6 OF PLATS AT PAGE 291, RECORDS OF ADA COUNTY, LYING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND 5/8TH INCH DIAMETER IRON PIN WITH AN ALUMINUM CAP LABELED PLS 7015 AT THE CENTER QUARTER CORNER OF SAID SECTION 26, FROM WHICH THE FOUND ALUMINUM CAP MONUMENT IN ASPHALT AT THE WEST QUARTER CORNER OF SAID SECTION 26 BEARS N 89° 48' 48" W A DISTANCE OF 2630.79 FEET; THENCE N 89° 48' 48" W ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 657.75 FEET TO A POINT WITNESSED BY A SET 5/8TH INCH DIAMETER IRON WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463 WHICH BEARS N 00° 16' 33" E A DISTANCE OF 3.00 FEET, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE CONTINUING N 89° 48' 48" W ALONG THE CENTER SECTION LINE FOR A DISTANCE OF 395.75 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463;

THENCE N 00° 18' 02" E FOR A DISTANCE OF 216.32 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463;

THENCE S 89° 48' 48" E FOR A DISTANCE OF 39.01 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463;

THENCE N 00° 18' 02" E FOR A DISTANCE OF 127.05 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463;

THENCE N 89° 49' 34" W FOR A DISTANCE OF 281.01 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463 ON THE EASTERLY RIGHT-OF-WAY OF S. ASH AVENUE;

THENCE N 00° 18' 02" E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 318.30 FEET TO A SET 5/8TH INCH IRON PIN WITH A 2-INCH ALUMINUM CAP LABELED PLS 11463 AT THE NORTHWEST CORNER OF LOT 18 OF KUNA ORCHARD TRACTS;

THENCE S 89° 50' 18" E ALONG THE LINE COMMON TO SAID LOTS 18 AND 23 FOR A DISTANCE OF 637.46 FEET TO A FOUND 5/8TH INCH DIAMETER IRON PIN LABELED PLS 4347 AT THE CORNER COMMON TO LOTS 23, 24, 17 AND 18 OF KUNA ORCHARD TRACTS;

THENCE S 00° 16' 33" W ALONG THE LINE COMMON TO SAID LOTS 17 AND 18 FOR A DISTANCE OF 661.88 FEET TO THE REAL POINT OF BEGINNING.

AREA IS 7.665 ACRES, MORE OR LESS.

THE PUBLIC STREETS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS. ALL LOTS WITHIN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER FROM THE CITY OF KUNA, AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL LOTS, PER IDAHO CODE 50-1334.


DON VEASEY: MEMBER;
3 VALLEY DEVELOPMENT, LLC.

4-30-25
DATE

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

ON THIS 30th DAY OF April, IN THE YEAR 2025
BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED DON VEASEY, KNOWN OR IDENTIFIED TO BE THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF 3 VALLEY DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME EXECUTED THE SAME.

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

KRISTIN CAUDILL
Notary Public-State of Idaho
Commission Number 33617
My Commission Expires 06-30-2027


NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
MY COMMISSION EXPIRES 06-30-2027
RESIDING IN Boise, ID

CERTIFICATE OF SURVEYOR

I, Nathan J. Dang, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey and that it is in conformity with the Corner Perpetuation and Filing Act, Idaho Code 55-1601 through 55-1612.

Nathan J. Dang,
P.L.S. 11463



ACCURATE
SURVEYING & MAPPING
1520 W. Washington St.
Boise, Idaho 83702
(208) 488-4227
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JOB NO. 18-340
DRAWN BY: BMG
SHEET: 3 OF 4

CHOTIKA SUBDIVISION

CERTIFICATE OF ADA COUNTY SURVEYOR

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

Jerry L. Haring
ADA COUNTY SURVEYOR PLS 5359
5-8-2025
DATE



CERTIFICATE OF CENTRAL DISTRICT HEALTH

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

Phil H. Rens
CENTRAL DISTRICT HEALTH



2-7-24
DATE

CERTIFICATE OF THE COUNTY TREASURER

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

Elizabeth Mahn
ADA COUNTY TREASURER
Signed by Deputy: Andrew Wyatt

5-9-2025
DATE



ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10th DAY OF March, 2025.

M. J. L.
PRESIDENT

3/12/2025
DATE



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF KUNA HAVE BEEN SATISFIED.

Just Walker
CITY ENGINEER

8-19-2024
DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK, IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD THE 19th DAY OF December, 2025, THIS PLAT WAS ACCEPTED AND APPROVED.

[Signature]
KUNA CITY CLERK



08-27-2024
DATE

COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO } SS
ADA COUNTY }
INSTRUMENT NUMBER 2025-029023
FILED FOR RECORD AT THE REQUEST OF ACCURATE SURVEYING & MAPPING
AT 12 MINUTES PAST 11 O'CLOCK A.M. THIS
12 DAY OF May, 2025
EX-OFFICIO RECORDER: Nathaniel Trapp
DEPUTY: Adam Bjork
FEE: 21

Nathan J. Dang,
P.L.S. 11463



ACCURATE
SURVEYING & MAPPING
1520 W. Washington St.
Boise, Idaho 83702
(208) 488-4227
www accuratesurveyors.com

JOB NO. 18-340
DRAWN BY: PGL2
SHEET: 4 OF 4

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHOKITA SUBDIVISION

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHOKITA SUBDIVISION is made effective as of the 12th day of May, 2025, by 3 Valley Development, LLC, an Idaho Limited Liability Company ("Grantor" and "Class B Member").

Instrument # 2025-029085
Ada County, Boise, Idaho
05/12/2025 11:56:56 AM No. of Pages: 43
Recorded for: CENTRAL DISTRICT HEALTH DEPARTMENT
Trent Tripple Fee: \$136.00
dryalls



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EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B: COPY OF PLAT
EXHIBIT C: LOT REQUIREMENTS

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ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Chotika Subdivision ("Declaration") is the Property legally described in Exhibit A attached hereto and made a part hereof (the "Property"). Chotika Subdivision is hereby made subject to the terms of this Declaration, and is described as follows: Chotika Subdivision, according to the plat thereof recorded on May 12, 2025, as Instrument No. 2025-029083, in Book 130 of Plats at Pages 21434 through 21437, official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B (the "Plat"). The Common Area lots are as reflected on the Plat.

1.2 Residential Development. Chotika Subdivision is a residential development, which Grantor currently intends to develop in one phase. Lot 1 Block 1 of Chotika Subdivision is hereby exempt from these Covenants, Conditions and Restrictions. All remaining lots platted on Chotika Subdivision may be developed for quality detached single-family residential homes and are subject to these Covenants, Conditions and Restrictions. The Property contains parcels of Common Area, including open space, and landscaping facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor and impose no obligation on Grantor as to how the Property is to be developed or improved.

1.3 Agricultural Uses. Each Owner of any Building Lot, by acceptance of a deed therefor, (whether or not it shall be so expressed in such deed), is deemed to those agricultural activities surrounding the Property, which may include noise from farm equipment, may occur at any time (24 hours a day). 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 results from the improper or negligent operation of an agricultural operation, agricultural facility, or expansion thereof.

1.4 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 all portions of the Property except Lot 1 Block 1. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

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ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof except Lot 1 Block 1, 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, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot except Lot 1 Block 1, 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, by any Owner or such Owner's successors in interest, or by the Association.

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

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by Grantor or an Association pursuant to Article XII hereof.

3.2 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 "Assessments" shall mean those payments required of Owners, Association Members, including Regular Assessments, Special Assessments, Limited Assessments and Transfer/Set-up Assessments and for each together with any late charges, interest and costs incurred in collecting the same including attorney fees pursuant to Article V hereof.

3.4 "Assistance Animal" has the meaning set forth in Section IV.

3.5 "Association" shall mean the nonprofit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration, any amendment to this Declaration of any Supplemental Declaration. Grantor shall

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have the power, in its discretion, to name the Association the "Chotika Subdivision Homeowners' Association, Inc.," or any similar name which fairly reflects its purpose.

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

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

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots but shall not include the Common Area.

3.9 "Bylaws" shall mean the Bylaws of an Association.

3.10 "Chotika Subdivision" shall mean the Property.

3.11 "Chotika Subdivision Common Area" shall mean any or all parcels of Chotika Subdivision Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas for the common use, enjoyment and benefit of the entire Chotika Subdivision and each Owner therein.

3.12 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.13 "Grantor" means 3-Valley Development, LLC., an Idaho Limited Liability Company, its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by 3 Valley Development, LLC, or its successor.

3.14 "Household Pets" has the meaning set forth in Section IV

3.15 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.16 "Irrigation System" means the system for delivering season irrigation water to the Property that exists separate and apart from the potable water system, as further set forth in Section VIII.

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3.17 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.18 "Member" shall mean each person or entity holding a membership in the Association including Grantor

3.19 "Mortgage" means 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.

3.20 "Occupant" means any individual that resides within a dwelling structure located on a Lot.

3.21 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.22 "Owner Parties" means for each Owner, all the Owner (including all Persons that comprise Owner), its Occupants and the guests of any of them and the Owner's contractors and invitees.

3.23 "Person" shall mean any individual, partnership, corporation, trust, estate or other legal entity.

3.24 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.25 "Property" shall mean those portions of the Property described on Exhibit A except Lot 1 Block 1 attached hereto and incorporated herein by this reference, including each lot except Lot 1 Block 1, parcel and portion thereof and interest therein.

3.26 "Property Documents" means this Declaration, Plat, Amended or Supplemental Declaration, the Articles, the Bylaws, the Association Rules, the Design Requirements and any other procedures, rules, regulations or policies adopted under such documents by the Association. In the event of any conflict between this Declaration and any other of the Community Documents, this Declaration controls.

3.27 "Regular Assessment" has the meaning set forth in Article V hereof.

3.28 "Special Assessment" has the meaning set forth in Article V hereof.

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3.29 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.30 "Transfer Assessment" has the meaning set forth in Article V hereof.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural 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 Architectural Committee 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, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Committee whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages and storage sheds 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. 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 approved in advance.

4.1.5 Driveways. All access driveways shall have a wearing surface of concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. A U.S.P.S. approved cluster mailbox shall serve all Building Lots and shall be located at the place or places designated by Grantor, U.S.P.S., or the Architectural Committee.

4.1.7 Fencing. All fencing shall be white vinyl fence excepting composite fencing on a portion the east boundary of Property. 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. 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 dwelling structure constructed thereon. For any corner lot no fence shall be built closer than twenty (20) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable Kuna City ordinances. Fencing that is adjacent to common lots, parks, or pathways is required to be six (6) foot open vision fencing or a four (4) foot solid with two (2) foot open vision. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the applicable Architectural Committee.

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 applicable Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Exterior garage lighting shall be attached or operated by photocell.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed.

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

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4.3 No Further Subdivision. No Building Lot may be further subdivided.

4.4 Lease: Each Owner may lease its entire Lot: (1) to any member of such Owner's family for any period of time as such Owner desires (i.e. without restriction on duration of the lease term); or (b) to any tenant comprised as a single housekeeping unit so long as such lease is for a term of six (6) months or greater. Notwithstanding the foregoing, if any Owner or Owner's spouse is on military deployment or has had a change of station, then the six (6) month limitation in subsection (b) above will be reduced to one (1) month. No Owner may lease, in whole or part, such Owner's Lot or the primary residential dwelling located thereon to any person except as expressly permitted in this Section 4.4. For purposes of this Section 4.4 the term (i) "lease" as applied to a Lot will be deemed to include any rental, letting, subletting, of any Lot (or portion thereof) to any Person who is not a member of such Owner's family; (ii) "member of such Owner's family" will be defined as any individual who is related to Owner by blood, legal, marriage or legal adoption; and (iii) "single housekeeping unit" will be one (1) or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot is fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot will comply with the Fair Housing Act to the extent it applies to such Owner.

If an Owner leases a Lot in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner will be in default of this Declaration, and will indemnify, defend and hold harmless the Association and the other Owners from and against any and all claims, loss or damage arising from or related to such violation, including any actions taken or fines or penalties imposed under federal law, and will further be subject to the remedies described in Section V 5.5.1.2 Right of Enforcement hereof.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Chotika Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and (4) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. A customary "for sale" or "for lease" sign not more than three (3) feet by three (3) feet shall not require Architectural Committee approval. All signs must be removed within fifteen (15) days of occupancy or closing of sale. Directional and open house signs may be used during open house time period only. A sign advertising a Lot for rent, sale or lease are not allowed anywhere within the Common Area.

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The Association may erect and maintain identification signs, Street signs and other appropriate information signs upon the Common Area or upon utility easements of a size and design approved by the Board.

4.6 Political Signs. A "political sign" is limited to any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure that an Owner is entitled to vote on in accordance with applicable law (i.e. if a candidate or ballot measure is outside of the Owner's voting district, signs related thereto are not qualifying "political signs" and are not permitted). An Owner may place political signs – not to exceed three (3) feet by three (3) feet – for an upcoming election on any Lot owned by that Owner, but only during the period that is thirty (30) days prior to the applicable election and the signs will be removed within three (3) days after the election. The Association may adopt reasonable rules, subject to any applicable laws, regarding the time, place, number and manner of display of political signs. The Association may remove political signs that violate this Declaration or the Association's rules, so long as the removal is not prohibited by applicable law (e.g. Idaho Code Section 55-115(5) or its successor).

4.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.8 Exterior and Site Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement and Building Lot shall at all times, including during construction, be kept in good condition and repair. In the event that any Owner shall permit any Improvement or Building Lot, including, without limitation, site conditions prior to the Owner constructing any improvements thereon, during construction of such Improvement, trees and landscaping, which are 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 their Building Lot which would otherwise be the Associations' responsibility to maintain the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the

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Association in taking such corrective acts plus all costs incurred in collecting the amount due. Each Owner shall pay all amounts due to such work within ten (10) days after receipt of written demand therefore or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.9 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot.

4.10 Commercial Use Prohibited. No Building or the Common Area shall be used for the conduct of any trade, business or professional activity (provided, however, that a home office is not hereby prohibited). The prohibition of use of any Building for the conduct of any trade, business or professional activity includes and prohibits use of any Building for a school or daycare center or other similar use. No Building Lot or Common Lot shall be used at any time for commercial or business activity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activity relating to the Chotika Subdivision, model homes or real estate sales.

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

4.12 Unightly Articles. 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 and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual 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.

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4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Kuna City Sewer System and pay all charges assessed, therefore.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices, Outside. No energy production devices, including but not limited to 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 applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

Solar panels and solar collectors ("Solar Devices") are permitted on the rooftop of any structure on any lot provided, however, the Board will have the right to determine the specific location where the Solar Devices may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. Solar Devices shall be consistent with applicable building codes, panels or collectors of the Solar Devices shall be parallel to the roof line and conform to the slope of the roof and any frame, support bracket or visible piping or wiring shall be painted to coordinate with the roofing material. No other energy production devices or generators of any kind (e.g., windmills and ground-mounted Solar Devices) will be permitted in the Community. The Association may adopt reasonable rules relating to Solar Devices so long as such rules comply with applicable law.

4.17 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, all-terrain vehicles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Chotika Subdivision. All on-street parking will be limited to those specific areas where all on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor, and nothing will be parked in such areas in excess of forty-eight (48) hours in any given seven (7) day period. Vehicles will not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. No motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), oversized vehicles (defined as vehicles which are too high or too wide to clear the entrance of the garage door opening on the Owner's Lot), dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and/or any other unsightly equipment and machinery will be placed upon any portion of the Community, including but not limited to streets, parking areas and

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driveways, unless the same are located entirely within a garage and concealed from the view of anybody standing outside the garage except when the garage is open to facilitate ingress and egress. To the extent possible garage doors will remain closed at all times. Electric, gas or other fuel operated gardening, yard or snow removal equipment will only be operated from 7:00 a.m. to 9:00 p.m. subject to applicable law.

4.18' Household Pets. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose, (b) no more than two (2) domesticated dogs, and no more than two (2) domesticated cats may be kept on a Lot, and (c) any such Household Pets will be properly restrained and controlled at any time they are within the Community. "Household Pets" means generally recognized household pets that are customarily kept as indoor pets such as domesticated dogs, domesticated cats, fish, birds (excluded hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (including hens and chickens) swine or waterfowl. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife and trespassing upon private property in such a manner as to damage the Community will also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by such Household Pet.

4.19 Assistance Animals. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. Section 3601 et seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal will be defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals will not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association has the right, to the extent permitted under

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the Fair Housing Act, to prohibit or restrict any assistance animals that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Community is financially and legally responsible for any injury or damage caused by such assistance animals and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

4.20 Landscaping. The Board and/or applicable Architectural Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) day's prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot but in all events shall be completed within 30 days of first occupancy. The initial landscaping shall include, as a minimum, sod in the front and rear yard, at least one (1) two-inch (2") caliper tree in the front yard, three (3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor 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 to 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 Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest

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

4.22 Water Rights Appurtenant to Subdivision Lands. The water rights appurtenant to the Property shall be owned by the Association and maintained by City of Kuna Irrigation Department. Domestic water shall be provided by City of Kuna Water Department.

4.23 Commencement of Construction. Any Owner of a Building Lot shall, within two (2) months following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within four (4) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.24 Holiday Decorations. Winter holiday decorations and lighting displays are permitted starting on November 15th of each year and must be removed no later than January 15 of the following year, subject to consideration of safe weather conditions. Decorations for any other holiday are permitted up to fifteen (15) days prior to such holiday and must be removed within one week after such holiday.

ARTICLE V: CHOTIKA SUBDIVISION HOMEOWNERS' ASSOCIATION

5.1 Organization of Chotika Subdivision Homeowners' Association. Chotika Subdivision Homeowners' Association, Inc. ("**Association**") shall be initially organized by Grantor as a 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, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership 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 shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes

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attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a 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 Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper

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management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the property and to force payment of such Assessments, all in according with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made

with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by 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 or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

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 sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

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, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, 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 Chotika Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Chotika Subdivision Common Area, including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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5.5.2.2 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 the Common Area.

5.5.2.3 Maintenance of Berms and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common Area. Maintain any water amenities constructed by Grantor or Association located in the associated easements in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Chotika Subdivision Common Area or against the Association and/or any other 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 or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.5.2.5 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 Chotika Subdivision Common Area, and to manage for the benefit of Chotika Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

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

5.5.2.6.1 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 Chotika Subdivision Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Chotika Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect

to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

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

5.5.2.6.5 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.

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

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

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

5.5.2.9 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of

the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed 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, identified by the Building Lot number and the name of the person or entity assigned.

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

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Chotika Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 1 & 6, Block 3, contain the Ada County Highway District ("ACHD") storm water drainage system in Chotika Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement **recorded on June 1, 2004**, as Instrument No. **104068411**, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section **40-2302**. 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 and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

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

7.1.1 The right of the Association to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights to use of, 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; and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument

agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

7.1.5 The right of the Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Chotika Subdivision Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Chotika Subdivision Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment of the Chotika Subdivision Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 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 and 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 a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VIII: IRRIGATION SYSTEM

8.1 Irrigation System. Each Building Lot shall have access to a pressurized irrigation water system ("Irrigation System") owned and operated by the City of Kuna Irrigation Department. Water received for use on the Property (including Lot 1 Block 1), when seasonably available, shall be supplied through the Irrigation System. The Irrigation System shall be constructed by Grantor for the use of the Owners and may, thereafter, be owned, maintained, and operated by the City of Kuna Irrigation Department, with all operation and maintenance costs to be billed proportionately to each Building Lot Owner as part of the Regular Assessment. No representations or warranties are made as to the availability or amount of water to be supplied through the Irrigation System, which delivery may be curtailed as a result of factors including, but not limited to, drought, interruptions in delivery of water, transmission line failures or system breakdowns, and overuse. Each Owner assumes the risk of any water shortage and, in the event of such shortage, each Owner must use such Owner's domestic water supply for

irrigation purposes. Each Building Lot shall be subject to, and each Owner agrees to be bound by and comply with, any rules or regulations established for the use and rotation of irrigation water as imposed by City of Kuna Irrigation Department.

8.2 Use of Irrigation System. 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 City of Kuna, State of Idaho, and federal government, if any, 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. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and potable water lines are strictly prohibited. The Irrigation System is not fit for human consumption and contains untreated ditch or pond water, which may contain dirt, hazardous wastes, farm chemicals, and other disease causing or harmful materials or organisms. Drinking water from the Irrigation System may make a person sick and could result in death or permanent disability. Never drink water from the pressurized irrigation system.

ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Chotika Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

9.2 Regular Assessments: All Owners, excluding the Grantor, are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and

attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "**Expenses**").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Chotika Subdivision for the purposes of the Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments 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 year.

9.2.3 Amounts paid by Owners. The Board can require in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year as described in paragraph 9.7.

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the 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 portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.3.2 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 such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment 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 governing instruments for Chotika Subdivision.

9.5 Transfer Assessments upon the initial conveyance of each Building Lot (excluding Common Lots) the purchaser thereof shall pay to the Association an initiation assessment in the amount of \$600.00, and upon any transfer of ownership of a Building Lot by an Owner after the initial conveyance from Declarant to an Owner, a transfer fee in the amount of \$600.00 shall be payable by the Owner to the Association in addition to Estoppel fee of \$300.00 or as determined by the Board of Directors. Per Idaho Code 55-3206(2) such initiation assessment, transfer fee and estoppel fee shall be determined and provided to its members to be charged in connection with any transfer of ownership of his property thirty (30) days prior to each fiscal year.

9.6 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular, Special Assessments and Transfer Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.7 Assessment Procedure. Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Expenses on an annual basis (the "Budget"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstances makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by such Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with no less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then (a) the delinquent Owner will pay the Association a late payment charge equal to ten percent (10%) of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate

of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner will pay to the Association an administrative fee in an amount equal to thirty percent (30%) of the then applicable monthly Regular Assessments (or equivalent thereof, if Regular assessments are not collect monthly), and thereafter the Association has the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner acknowledges and agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

9.8 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.9 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 or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS: LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its 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 may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 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.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale 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 attorneys' 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. 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.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special, Limited or Transfer Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder 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 or 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.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 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 deed of trust or 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 paragraph 10.6 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 of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Foreclosure of a deed of trust does not constitute waiver of any assessments owed or costs incurred by Association again a Building Lot.

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such 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.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 Director's Rights of Inspection. Every director 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 XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Chotika Subdivision Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

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

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

12.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

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

12.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

12.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in

connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

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

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

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

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

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

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

12.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the Improvements including but not limited to 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 act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Chotika Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, 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 whose Improvements were so damaged.

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

13.4.1 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 therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

13.4.2 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 said connections as service such Owner's Building Lot.

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

13.6 General Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. 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 such Association shall determine to be necessary from time to time.

13.7 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.8 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure or a fence constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing

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such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2045 unless amended as herein provided. After December 31, 2045, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Kuna and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a portion of the Property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such applicable portion of the Property.

14.2. By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, may be amended 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 Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 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 properties notwithstanding that such Owners may not have voted for or

consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 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 deed of trust 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 deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, 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. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

14.5.5 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.

14.6 Interpretation. The provisions 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.

14.6.1 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.

14.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 14.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

14.6.3 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 including the masculine, feminine and neuter.

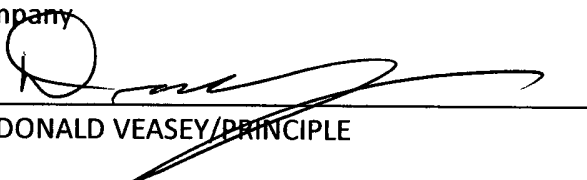
14.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

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

IN WITNESS WHEREOF, Grantor has set its hand this 11th day of April, 2025.

GRANTOR:

3 Valley Development, LLC, an Idaho Limited Liability Company

By: 

DONALD VEASEY/PRINCIPLE

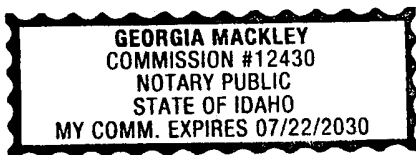
ACKNOWLEDGMENT

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CHOTIKA
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STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of April, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald Veasey, known or identified to me to be a Principle of 3 Valley Development, LLC, the Limited Liability Company, that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



Georgia Mackley
Notary Public for Idaho
Residing at: Star, ID
My Commission Expires: 7/22/2030

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR CHOTIKA
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