

AU1320002 6/03/2021  
SHEET 1 of 4  
BK. 55, PG 7

EAST RIDGEVUE ESTATES SUBDIVISION NO. 1

Parcel Line Table

| Line # | Length | Direction   |
|--------|--------|-------------|
| L1     | 68.85  | N79°07'33"W |
| L2     | 79.80  | N87°08'13"W |
| L3     | 157.94 | S87°28'49"W |
| L4     | 208.06 | S88°52'24"W |
| L5     | 85.98  | S85°12'18"W |
| L6     | 82.00  | S81°25'13"W |
| L7     | 147.51 | S75°28'51"W |
| L8     | 214.04 | S66°23'27"W |
| L9     | 34.27  | S69°18'25"W |
| L10    | 241.68 | S87°38'25"W |
| L11    | 4.52   | N83°48'22"W |
| L12    | 48.14  | N89°29'38"W |
| L13    | 31.16  | S68°19'33"W |
| L14    | 28.68  | N18°12'36"W |
| L15    | 104.63 | N05°01'57"E |
| L16    | 36.56  | N45°55'15"W |
| L17    | 28.83  | N73°32'7"E  |
| L18    | 104.60 | N05°03'7"E  |
| L19    | 28.28  | N64°28'30"E |
| L20    | 56.10  | N86°42'49"E |

Parcel Line Table

| Line # | Length | Direction   |
|--------|--------|-------------|
| L21    | 57.00  | N85°05'06"E |
| L22    | 58.01  | N14°04'4"W  |
| L23    | 12.59  | N05°05'7"E  |
| L24    | 27.47  | S43°28'25"W |
| L25    | 31.01  | S50°43'05"E |
| L26    | 28.88  | S48°16'44"E |
| L27    | 27.60  | S43°43'18"W |
| L28    | 28.80  | S48°04'23"E |
| L29    | 27.75  | N44°02'04"E |
| L30    | 7.07   | S44°54'03"E |
| L31    | 21.21  | S44°54'03"E |
| L32    | 21.21  | N45°05'57"E |
| L33    | 7.07   | N45°05'57"E |
| L34    | 7.08   | S82°50'56"W |
| L35    | 33.13  | S88°20'05"W |
| L36    | 29.83  | N89°25'38"W |
| L37    | 21.71  | N89°25'38"W |
| L38    | 3.77   | S83°49'22"E |
| L39    | 44.58  | S87°38'25"W |
| L40    | 70.06  | S87°38'25"W |

Parcel Line Table

| Line # | Length | Direction   |
|--------|--------|-------------|
| L41    | 70.08  | S87°38'25"W |
| L42    | 50.12  | S87°38'25"W |
| L43    | 21.31  | S88°18'35"W |
| L44    | 7.54   | S88°18'35"W |
| L45    | 68.74  | S86°23'27"W |
| L46    | 76.45  | S86°23'27"W |
| L47    | 70.42  | S86°23'27"W |
| L48    | 5.70   | S75°28'51"W |
| L49    | 72.34  | S75°28'51"W |
| L50    | 73.28  | S75°28'51"W |
| L51    | 63.86  | S81°25'13"W |
| L52    | 5.81   | S85°12'18"W |
| L53    | 70.51  | S85°12'18"W |
| L54    | 11.45  | S85°12'18"W |
| L55    | 58.78  | S86°52'24"W |
| L56    | 70.02  | S86°52'24"W |
| L57    | 70.02  | S86°52'24"W |
| L58    | 10.32  | S88°52'24"W |
| L59    | 58.75  | S87°38'48"W |
| L60    | 70.07  | S87°38'48"W |

Parcel Line Table

| Line # | Length | Direction   |
|--------|--------|-------------|
| L61    | 28.13  | S87°28'48"W |
| L62    | 45.74  | N87°08'13"W |
| L63    | 37.48  | N87°08'13"W |
| L64    | 38.01  | N78°07'33"W |
| L65    | 25.45  | N78°07'33"W |
| L66    | 28.02  | N13°15'58"W |
| L67    | 28.03  | N33°40'4"E  |
| L68    | 28.06  | N15°50'0"E  |
| L69    | 28.37  | N11°30'45"W |
| L70    | 28.01  | N22°08'18"W |
| L71    | 28.08  | N18°03'08"W |
| L72    | 28.04  | N11°32'12"W |
| L73    | 28.00  | N7°40'28"W  |
| L74    | 28.03  | N35°56'52"W |
| L75    | 28.00  | N148°35"W   |
| L76    | 28.03  | N07°03'7"E  |
| L77    | 28.07  | N63°28'6"E  |
| L78    | 2.50   | S23°39'4"E  |
| L79    | 36.00  | N87°20'36"E |
| L80    | 36.00  | N87°20'36"E |

Parcel Line Table

| Line # | Length | Direction   |
|--------|--------|-------------|
| L81    | 28.05  | N88°42'48"E |
| L82    | 28.05  | N88°42'48"E |
| L83    | 28.50  | N85°05'0"E  |
| L84    | 28.50  | N85°05'0"E  |
| L85    | 28.00  | N145°04"W   |
| L86    | 28.00  | N145°04"W   |
| L87    | 28.00  | S88°54'03"E |
| L88    | 28.00  | S88°54'03"E |
| L89    | 48.00  | S05°05'5"W  |
| L90    | 48.00  | S05°05'5"W  |
| L91    | 47.26  | N87°20'36"E |
| L92    | 46.82  | N87°20'36"E |
| L93    | 46.37  | N87°20'36"E |
| L94    | 9.06   | N88°54'03"W |
| L95    | 29.52  | S05°05'5"W  |

Curve Table

| Curve # | Length | Radius  | Delta       | Chord Length | Tangent |
|---------|--------|---------|-------------|--------------|---------|
| C1      | 14.83  | 300.00  | 142.00'     | 14.83        | 7.42    |
| C2      | 188.88 | 300.00  | 187.88'     | 188.19       | 81.14   |
| C3      | 188.04 | 300.00  | 202.75'     | 178.07       | 81.00   |
| C4      | 114.26 | 75.00   | 87°43'38"   | 103.48       | 21.48   |
| C5      | 42.78  | 75.00   | 58°16'22"W  | 42.78        | 21.40   |
| C6      | 86.17  | 472.00  | 44°35'57"   | 80.07        | 40.18   |
| C7      | 16.88  | 472.00  | 20°14'      | 16.84        | 8.32    |
| C8      | 20.28  | 828.00  | 18°14'42"W  | 20.25        | 10.13   |
| C9      | 75.28  | 828.00  | 81°03'      | 73.33        | 37.78   |
| C10     | 78.88  | 828.00  | 82°12'      | 78.81        | 38.86   |
| C11     | 17.48  | 828.00  | 15°35'      | 17.48        | 8.75    |
| C12     | 71.57  | 472.00  | 87°43'38"   | 64.85        | 44.78   |
| C13     | 31.42  | 800.00' | M45°03'7"   | 28.28        | 20.00   |
| C14     | 31.42  | 800.00' | M45°03'7"   | 28.28        | 20.00   |
| C15     | 88.58  | 103.00  | M87°19'E    | 88.28        | 36.18   |
| C16     | 30.08  | 103.00  | M47°17'E    | 29.85        | 15.14   |
| C17     | 57.18  | 103.00  | M71°28'14"E | 56.48        | 28.28   |
| C18     | 41.37  | 472.00  | S81°48'W    | 41.36        | 20.70   |
| C19     | 72.81  | 472.00  | S81°48'W    | 72.54        | 38.38   |
| C20     | 58.87  | 472.00  | S70°04'W    | 58.53        | 28.02   |

Curve Table

| Curve # | Length | Radius  | Delta   | Chord Length | Tangent |
|---------|--------|---------|---------|--------------|---------|
| C21     | 17.37  | 828.00  | 15°30'  | 17.37        | 8.86    |
| C22     | 73.46  | 828.00  | 75°17'  | 73.46        | 36.79   |
| C23     | 71.08  | 828.00  | 74°40'  | 71.01        | 35.58   |
| C24     | 23.87  | 588.00  | 234°07' | 23.87        | 11.84   |
| C25     | 23.13  | 722.00  | 130°08' | 23.13        | 11.57   |
| C26     | 47.68  | 750.00  | 138°37' | 47.68        | 24.00   |
| C27     | 7.88   | 2.50    | M07°00' | 7.88         | 3.94    |
| C28     | 48.10  | 1000.00 | 145°21' | 48.08        | 24.05   |
| C29     | 48.10  | 1000.00 | 145°21' | 48.08        | 24.05   |
| C30     | 6.89   | 872.00  | 92°42'  | 6.89         | 3.48    |
| C31     | 11.24  | 1088.00 | 93°38'  | 11.24        | 5.82    |



Mason & Associates  
Professional Engineers  
Land Surveyors  
& Planners  
200 S. 3rd St., Suite 1000, St. Louis, MO 63102  
314.241.1111  
6/03/2021  
SHEET 2 of 4  
Pg 7

EAST RIDGEVIEW ESTATES SUBDIVISION NO. 1

OWNERS CERTIFICATE

WE, CHALLENGER DEVELOPMENT INC., AN IDAHO CORPORATION, BEING FIRST DULY SWORN, DEPOSE AND SAY WE ARE THE OWNERS OF THE FOLLOWING DESCRIBED TRACT KNOWN AS EAST RIDGEVIEW ESTATES SUBDIVISION NO. 1 MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION BELOW, STATE THAT IT IS OUR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT. WE DO FOR OURSELVES, OUR PUBLIC FOREVER THE PUBLIC STREETS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES OTHER THAN THOSE FOR UTILITY, IRRIGATION, OR DRAINAGE PURPOSES IS TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS. THE OWNERS FURTHER CERTIFY THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF NAMPA WATER DEPARTMENT, AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, NAMPA, CANYON COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF THE SE1/4;  
THENCE N 00° 05' 57" E A DISTANCE OF 2643.01 FEET ALONG THE EAST BOUNDARY OF THE SE1/4 TO THE NORTHEAST CORNER OF THE SE1/4;  
THENCE N 89° 24' 45" W A DISTANCE OF 50.00 FEET ALONG THE NORTH BOUNDARY OF THE SE1/4;  
THENCE S 00° 05' 57" W A DISTANCE OF 845.65 FEET PARALLEL WITH THE EAST BOUNDARY OF THE SE1/4 TO THE POINT OF BEGINNING.  
SE1/4 TO A POINT ON THE APPROXIMATE CENTERLINE OF THE EAST BOUNDARY OF THE SE1/4 TO A POINT ON THE APPROXIMATE CENTERLINE OF THE GROVES BRANCH LATERAL.  
THENCE S 00° 05' 57" W A DISTANCE OF 838.71 FEET PARALLEL WITH THE EAST BOUNDARY OF THE AND DISTANCES:  
THENCE N 79° 07' 33" W A DISTANCE OF 66.95 FEET;  
THENCE N 87° 09' 13" W A DISTANCE OF 79.80 FEET;  
THENCE S 87° 28' 49" W A DISTANCE OF 157.94 FEET;  
THENCE S 88° 52' 24" W A DISTANCE OF 208.06 FEET;  
THENCE S 83° 12' 16" W A DISTANCE OF 85.98 FEET;  
THENCE S 81° 25' 13" W A DISTANCE OF 62.00 FEET;  
THENCE S 75° 28' 51" W A DISTANCE OF 147.51 FEET;  
THENCE S 66° 23' 27" W A DISTANCE OF 214.04 FEET;  
THENCE S 69° 18' 35" W A DISTANCE OF 34.27 FEET;  
THENCE S 87° 38' 25" W A DISTANCE OF 241.68 FEET;  
THENCE N 83° 49' 22" W A DISTANCE OF 4.52 FEET;  
THENCE N 89° 25' 38" W A DISTANCE OF 49.14 FEET;  
THENCE S 86° 19' 53" W A DISTANCE OF 31.16 FEET;  
THENCE LEAVING THE APPROXIMATE CENTERLINE OF THE GROVES BRANCH LATERAL N 19° 12' 39" W A DISTANCE OF 29.66 FEET;

THENCE N 00° 05' 15" E A DISTANCE OF 104.63 FEET;  
THENCE N 45° 55' 15" W A DISTANCE OF 36.56 FEET;  
THENCE N 07° 13' 27" E A DISTANCE OF 28.83 FEET;  
THENCE N 00° 05' 57" E A DISTANCE OF 104.80 FEET;  
THENCE N 84° 26' 30" E A DISTANCE OF 28.26 FEET;  
THENCE N 86° 45' 41" E A DISTANCE OF 236.63 FEET;  
THENCE N 86° 42' 49" E A DISTANCE OF 56.10 FEET;  
THENCE N 67° 34' 03" E A DISTANCE OF 348.22 FEET;

ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF CANYON } SS

Be it remembered that on this 31 day of March, 2012, before me, the undersigned, a notary public in and for said state, personally appeared COREY D BARTON, who is known or identified to me to be the President or Challenger Development Inc., an Idaho Corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

I, witness whereof, I have hereunto set my hand and notarial seal the day last above written.  
\_\_\_\_\_  
Notary Public for State of Idaho  
Commission expires 11/11/2016  
Residing at \_\_\_\_\_  
Commission expires 11/11/2016

CERTIFICATE OF SURVEYOR

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



Darin Holzhay

P.L.S. License No. 9366



EAST RIDGEVUE ESTATES SUBDIVISION NO. 1

APPROVAL OF CITY ENGINEER

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

Nampa City Engineer

Date  
10-11-22

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 21st day of December, 2022, this plat was accepted and approved.

City Clerk, Nampa, Idaho

*[Signature]*



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, Idaho do hereby certify that I have examined this plat and find that it complies with the STATE OF IDAHO code relating to Plats and Vestedness-Surveys

Canyon County Surveyor Between 10-1-1945  
LAWD 72. (LAWD 72) 2659

Date  
6/12/22

APPROVAL OF CITY OF NAMPA  
PLANNING AND ZONING COMMISSION

*[Signature]*  
Chairman

Date  
10-7-22

HEALTH CERTIFICATE

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

District Health Department, EHS

Date  
06/23/2022

*[Signature]*

County Treasurer

*[Signature]*

Date  
10/31/2022

I, Trocie Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full.

This certificate is valid for the next thirty (30) days only.

CERTIFICATE OF COUNTY TREASURER



ACCOMMODATION RECORDING

---

**2023-005505**

RECORDED

**02/22/2023 11:19 AM**

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=34 MBROWN

\$109.00

TYPE: CCR

TITLEONE BOISE

ELECTRONICALLY RECORDED

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
EAST RIDGEVUE ESTATES SUBDIVISION**

January 5<sup>th</sup>, 2023  
~~November \_\_, 2022~~

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# NOTICE

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

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAST RIDGEVUE ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for East Ridgevue Estates Subdivision (this "Declaration") is made effective this 5<sup>th</sup> day of ~~November, 2022~~, January, 2023 by Challenger Development Inc., an Idaho corporation ("Declarant").

**ARTICLE I: PROPERTY AND PURPOSES**

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

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

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

**ARTICLE II: DECLARATION**

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

**ARTICLE III: DEFINITIONS**

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

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

Section 3.      "Association" shall mean the East Ridgevue Estates Homeowners' Association, Inc., its successors and/or assigns.

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. "Plat" shall mean the East Ridgevue Estates Subdivision No. 1 final plat filed in Book 55 of Plats at Page 7, Records of Canyon County, Idaho, a copy of which is attached hereto as Exhibit D, which is made a part hereof.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 2**

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

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

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

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

Section 20. "Shared Driveway" shall mean that certain twenty foot (20') wide shared driveway and public utility easement running through the northern most portion of Lot 18, Block 3, as shown on the Plat. The Shared Driveway is for the benefit of Lots 18 and 19, Block 3.

Section 21. "Special Assessments" shall mean the cost of capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments incurred by the Association and levied against the Lot of each Owner by the Association.

#### ARTICLE IV: GENERAL USES AND REGULATION OF USES

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

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

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including snow removal, if appropriate, and the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;
- (b) the right of the Association to adopt rules governing the use of any recreational facility situated upon a Common Lot; and
- (c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules.

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

Section 3. Shared Driveway. The Shared Driveway is for access to Lots 18 and 19, Block 3, as shown on the Plat, as well as for the construction, operation, maintenance, repair and/or replacement of public utilities. This Shared Driveway shall be used only by the Association (for any reasonable purpose) and the Owners of Lots 18 and 19, Block 3, as well as their family members, invitees and licensees. Accordingly, the Association and the Owner of Lot 19, Block 3, as well as their family members, invitees and licensees, shall have a perpetual, non-exclusive easement on, over, across and through the Shared Driveway for the purposes of vehicular and pedestrian ingress and egress, as well as the construction, operation, maintenance, repair and/or replacement of public utilities.

The Owners of Lots 18 and 19, Block 3, shall be responsible for the maintenance, repair and replacement of this Shared Driveway (including all Improvements thereto) and shall keep it in a neat, clean and well maintained condition. This Shared Driveway shall be sufficiently paved to support emergency vehicles and equipment. The costs of such maintenance, repair and replacement shall be split equally between these Lot Owners; provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her family members, invitees or licensees, such cost shall be the sole responsibility of such Owner.

In the event the Owners of Lots 18 and 19, Block 3, do not keep this Shared Driveway in a neat, clean and well maintained condition, as determined by the Board, in its reasonable judgement, the Board and/or its agents or employees, may, after thirty (30) days' prior written notice to such Owners, make such repairs or perform such maintenance to this Shared Driveway as to bring it into compliance with this Section. Any costs incurred by the Association for these repairs and/or maintenance shall be treated as Limited Assessments and passed onto the Owners of Lots 18 and 19, Block 3, in equal shares.

**Notwithstanding anything in this Declaration to the contrary, 1) the Shared Driveway cannot be used by any Persons other than the Persons described above, and 2) the parking or storage of any vehicle or other item in or on the Shared Driveway is strictly prohibited.**

Section 4. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations 1) do not increase the burdens on the Shared Driveway or public streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot.** If the Board determines, in its sole and absolute

discretion, that a home occupation is increasing the burden on the Shared Driveway or public streets, and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the Shared Driveway, public streets and/or the use and enjoyment of an Owner's Lot.

**Section 5. Vehicle and Other Storage.** Unenclosed areas, including driveways and all other unenclosed paved areas within the Property (other than the Shared Driveway), are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

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

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

**Section 6. Compliance With Laws, Rules and Ordinances.** Neither the Association nor any Owner, or their respective family members, invitees or licensees, shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.

**Section 7. Signs.** "For Rent", "For Lease" and all similar signs are prohibited. In addition, subject to compliance with Idaho law, no other sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot and/or Dwelling Unit for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

**Section 8. Pets.** No animals (which term includes livestock, domestic animals, reptiles, poultry and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or Common Lot, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e., an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat).

Notwithstanding the foregoing, the Board may at any time require the removal of any animal,

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

Section 9.      Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Lot or Common Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners **including, without limitation, the over watering of landscaping.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly or offensive. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property **(including, without limitation, the over watering of landscaping)**, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 10      Exterior Improvements, Appearance and Emergency Maintenance. **No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists, and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.**

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

and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 11. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 12. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.

Section 13. Antennae/Dishes. All antennae and/or satellite or other dishes shall be pre-approved in writing by the Architectural Committee and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property. Only one (1) antennae and/or satellite or other dish may be situated on any Dwelling Unit or Lot.

Section 14. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lot which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. **Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.**

Section 15. Individual Lot Drainage. All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing: 1) all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement, and 2) the over watering of landscaping (including lawns) is strictly prohibited. **Neither Declarant, any of its affiliates, nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.**

Section 16. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 17. Dwelling Unit Construction Commencement and Completion. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit (if not already constructed) within six (6) months from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve (12) months from the commencement date in which to complete construction of the Dwelling Unit (if not already constructed). **In the event any Owner violates either (or both) of the construction time requirements contained**

herein, said Owner shall pay to the Association a fine of \$100/day for as long as the violation persists. This fine is applicable to both the construction commencement and construction completion requirements. Any fine, or fines, shall be due and payable within thirty (30) days of receiving an invoice therefore.

Section 18. Initial Front Yard Landscaping. Construction of any Dwelling Unit on any Lot shall include the following minimum front yard landscaping:

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

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

Section 19. Initial Back and Side Yard Landscaping. Each Owner of a Lot originally purchased from Declarant shall complete his/her back and side yard landscaping within six (6) months from the closing date thereof. **Such landscaping shall be in accordance with the landscaping plan(s) approved by the Architectural Committee and must adequately address on-site drainage and erosion control.**

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

Section 20 Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 21. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 22. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 23. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

Section 24.     Exterior Lighting. Exterior lights are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

#### ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

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

#### ARTICLE VI: INSURANCE

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

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

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

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

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

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

## ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

## ARTICLE VIII: ASSESSMENTS

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

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

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

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

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board,

which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

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

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

#### ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding,

had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

#### ARTICLE X: ARCHITECTURAL COMMITTEE

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

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

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance of any Improvement. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue architectural guidelines and/or guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of all required plans, specifications, fees and/or deposits the Architectural Committee may postpone its review. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after its receipt of all materials, fees and/or deposits required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

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

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

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

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

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

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

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

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

## ARTICLE XI: GENERAL PROVISIONS

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

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

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved in writing by Declarant (assuming Declarant owns one or more Lots)

and the written consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Canyon County, Idaho.

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

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

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

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

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

**Section 9. Assumption of Risk; Waiver of Claims.** All Owners, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective shareholders, officers, directors, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective

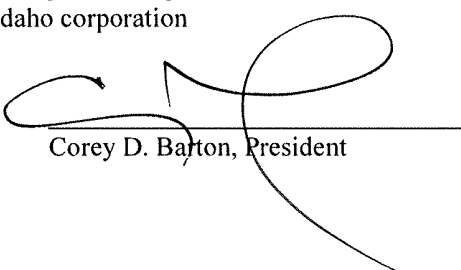
shareholders, officers, directors, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective shareholders, officers, directors, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees or licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.

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

Declarant:

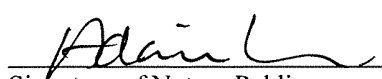
Challenger Development Inc.,  
an Idaho corporation

By:

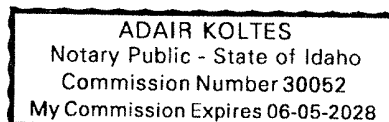
  
Corey D. Barton, President

STATE OF IDAHO     )  
                                      ) ss.  
County of Ada         )

This record was acknowledged before me on January 5<sup>th</sup> 2023 <sup>(AK)</sup> by Corey D. Barton as the President of Challenger Development Inc.

  
Signature of Notary Public

My commission expires: 6-05-28



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Lot 12, Block 1; Lots 1 and 2, Block 2; Lots 1 through 28, Block 3; Lots 1 through 3, Block 4; Lots 11 through 22, Block 5; Lots 12 and 13, Block 6; and Lot 1, Block 9, East Ridgevue Estates Subdivision No. 1, according to the official plat thereof, filed in Book 55 of Plats at Page 7, Records of Canyon County, Idaho.

**EXHIBIT B**  
**DESCRIPTION OF OVERALL EAST RIDGEVUE ESTATES SUBDIVISION**

See attached.



Professional Engineers, Land Surveyors and Planners

924 3<sup>rd</sup> St. So. Nampa, ID 83651  
Ph (208) 454-0256 Fax (208) 467-4130

e-mail: [dholzhey@masonandassociates.us](mailto:dholzhey@masonandassociates.us)

FOR: Ridgeview Estates Development LLC  
JOB NO.: AU1320  
DATE: November 17, 2022

**62.22 ACRE  
PARCEL**

A parcel of land being a portion of the SE1/4 of Section 34, Township 4 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at southeast corner of the SE1/4;

Thence N 00° 05' 57" E a distance of 2643.01 feet along the east boundary of the SE1/4 to the northeast corner of the SE1/4;

Thence N 89° 24' 45" W a distance of 50.00 feet along the north boundary of the SE1/4 to the **POINT OF BEGINNING**;

Thence S 00° 05' 57" W a distance of 1684.36 feet parallel with the east boundary of the SE1/4 to a point on the approximate centerline of the Groves Branch Lateral;

Thence along the approximate centerline of the Groves Branch Lateral the following courses and distances;

Thence N 79° 07' 33" W a distance of 66.95 feet;

Thence N 87° 09' 13" W a distance of 79.80 feet;

Thence S 87° 28' 49" W a distance of 157.94 feet;

Thence S 88° 52' 24" W a distance of 208.06 feet;



Professional Engineers, Land Surveyors and Planners  
Page 1 of 4

Thence S 83° 12' 16" W a distance of 85.98 feet;

Thence S 81° 25' 13" W a distance of 62.00 feet;

Thence S 75° 28' 51" W a distance of 147.51 feet;

Thence S 66° 23' 27" W a distance of 214.04 feet;

Thence S 69° 18' 35" W a distance of 34.27 feet;

Thence S 87° 38' 25" W a distance of 241.68 feet;

Thence N 83° 49' 22" W a distance of 4.52 feet;

Thence N 89° 25' 38" W a distance of 49.14 feet;

Thence S 86° 19' 53" W a distance of 31.16 feet;

Thence leaving the approximate centerline of the Groves Branch Lateral N 19° 12' 39" W a distance of 29.66 feet;

Thence N 00° 05' 15" E a distance of 104.63 feet;

Thence N 45° 55' 15" W a distance of 36.56 feet;

Thence N 07° 13' 27" E a distance of 28.83 feet;

Thence N 00° 05' 57" E a distance of 104.80 feet;

Thence S 84° 26' 30" W a distance of 243.80 feet;

Thence S 89° 59' 52" W a distance of 98.02 feet;

Thence S 72° 44' 03" W a distance of 15.00 feet;

Thence along a curve to the left, having a radius of 278.00 feet, a delta angle of 15° 05' 20", and a long chord bears N 24° 48' 38" W a distance of 73.00 feet;

Thence N 21° 37' 11" E a distance of 32.35 feet;



Thence along a curve to the right, having a radius of 72.00 feet, a delta angle of  $08^{\circ} 50' 51''$ , and whose long chord bears  $N 80^{\circ} 01' 05'' E$  a distance of 11.11 feet;

Thence  $N 05^{\circ} 33' 30'' W$  a distance of 56.00 feet;

Thence  $N 84^{\circ} 26' 30'' E$  a distance of 30.30 feet;

Thence  $N 00^{\circ} 05' 57'' E$  a distance of 248.46 feet;

Thence  $N 11^{\circ} 55' 52'' E$  a distance of 57.22 feet;

Thence  $N 00^{\circ} 05' 35'' E$  a distance of 210.00 feet;

Thence  $N 07^{\circ} 17' 02'' W$  a distance of 56.47 feet;

Thence  $N 00^{\circ} 05' 35'' E$  a distance of 210.00 feet;

Thence  $N 17^{\circ} 39' 06'' W$  a distance of 52.50 feet;

Thence  $N 00^{\circ} 05' 35'' E$  a distance of 105.07 feet;

Thence  $N 89^{\circ} 54' 03'' W$  a distance of 72.00 feet;

Thence  $N 45^{\circ} 05' 46'' E$  a distance of 21.21 feet;

Thence  $S 89^{\circ} 54' 03'' E$  a distance of 455.32 feet;

Thence along a curve to the left, having a radius of 778.00 feet, a delta angle of  $10^{\circ} 38' 34''$ , and a long chord bears  $N 84^{\circ} 46' 40'' E$  a distance of 144.31 feet;

Thence along a curve to the right, having a radius of 722.00 feet, a delta angle of  $04^{\circ} 00' 14''$ , and a long chord bears  $N 81^{\circ} 27' 29'' E$  a distance of 50.44 feet;

Thence  $S 48^{\circ} 13' 14'' E$  a distance of 29.88 feet;

Thence  $N 85^{\circ} 17' 39'' E$  a distance of 56.20 feet;

Thence  $N 45^{\circ} 05' 57'' E$  a distance of 28.28 feet;

Thence  $S 89^{\circ} 54' 03'' E$  a distance of 67.18 feet;



Thence N 00° 05' 57" E a distance of 266.00 feet;

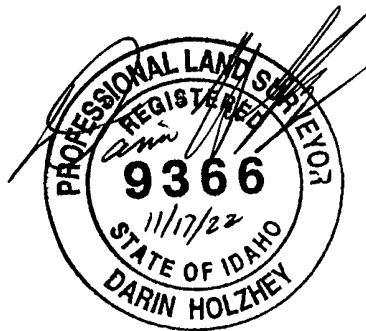
Thence N 03° 17' 28" W a distance of 56.10 feet;

Thence N 00° 05' 57" E a distance of 246.97 feet;

Thence S 89° 24' 45" E a distance of 983.24 feet;

Thence S 00° 05' 44" W a distance of 110.26 feet parallel with the east boundary of the NE1/4 NE1/4 to the **POINT OF BEGINNING**.

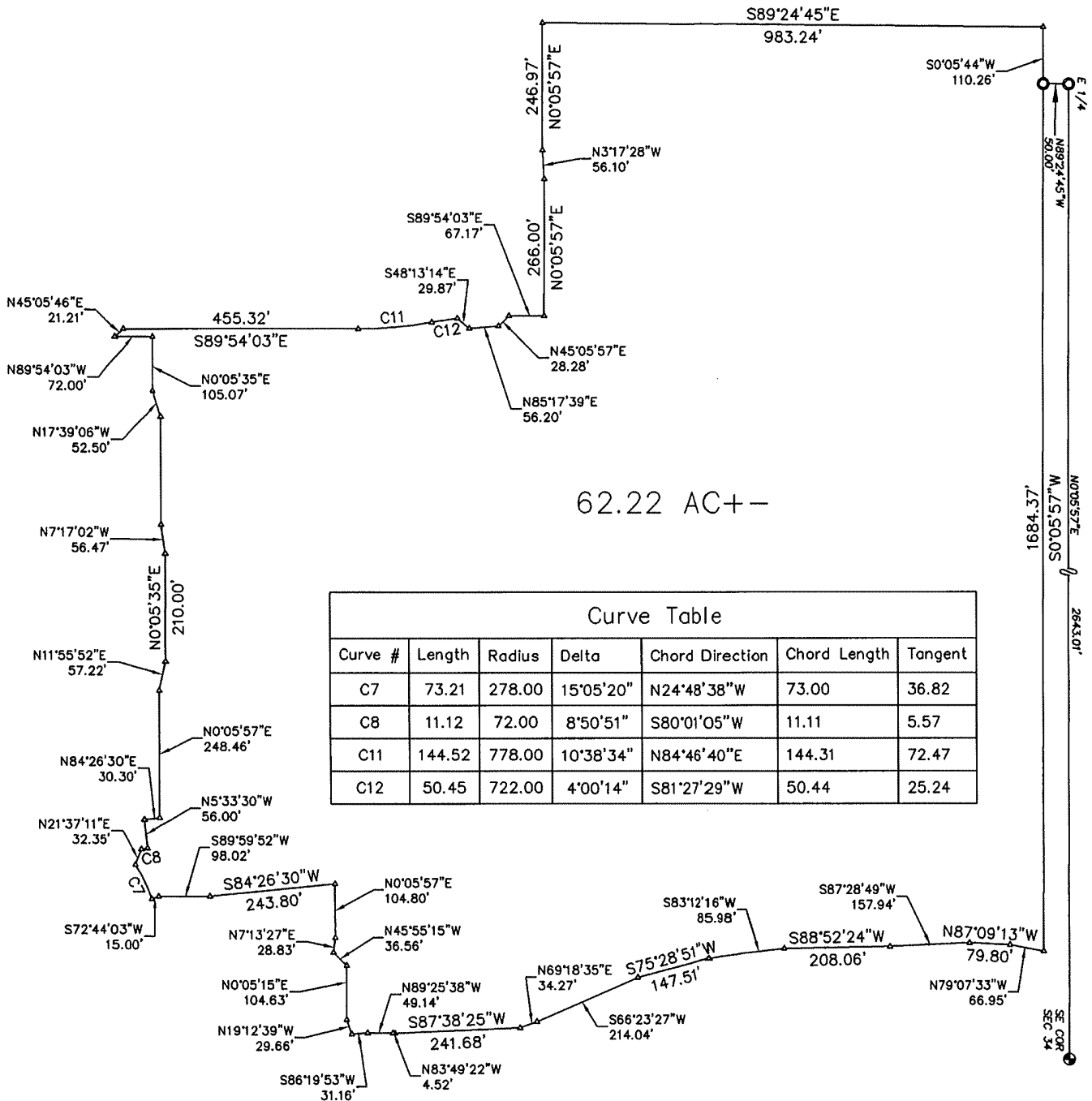
Also, this parcel is subject to all easements and rights-of-way of record or implied.



*Mason &*  
*Associates Inc.*

Professional Engineers, Land Surveyors and Planners  
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# SURVEY EXHIBIT



| Curve Table |        |        |           |                 |              |         |
|-------------|--------|--------|-----------|-----------------|--------------|---------|
| Curve #     | Length | Radius | Delta     | Chord Direction | Chord Length | Tangent |
| C7          | 73.21  | 278.00 | 15°05'20" | N24°48'38"W     | 73.00        | 36.82   |
| C8          | 11.12  | 72.00  | 8°50'51"  | S80°01'05"W     | 11.11        | 5.57    |
| C11         | 144.52 | 778.00 | 10°38'34" | N84°46'40"E     | 144.31       | 72.47   |
| C12         | 50.45  | 722.00 | 4°00'14"  | S81°27'29"W     | 50.44        | 25.24   |

## 62.22 ACRE EXHIBIT

RIDGEVIEW ESTATES DEVELOPMENT LLC

*Mason & Associates*

Professional Engineers,  
Land Surveyors  
& Planners  
824 3rd St. South, Tampa, FL 33651  
(813) 454-0255 Fax (813) 457-4130

JOB NO. **AU1320**

DWG NO. **AU1320ROS**

SCALE: **NTS**

REV.

FIELD BOOK NO.

DRAWN BY: **DH** DATE: **11/17/22**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF THE COMMON LOTS**

Lot 1, Block 2; Lots 27 and 28, Block 3; and Lot 1, Block 9, East Ridgevue Estates Subdivision No. 1, according to the official plat thereof, filed in Book 55 of Plats at Page 7, Records of Canyon County, Idaho.

**EXHIBIT D**  
EAST RIDGEVUE ESTATES SUBDIVISION NO. 1 FINAL PLAT

See attached.

# EAST RIDGEVUE ESTATES SUBDIVISION NO. 1

A PART OF THE SE 1/4, SECTION 34, T. 4 N., R. 2 W., B.M.,  
NAMPA, CANYON COUNTY, IDAHO 2022

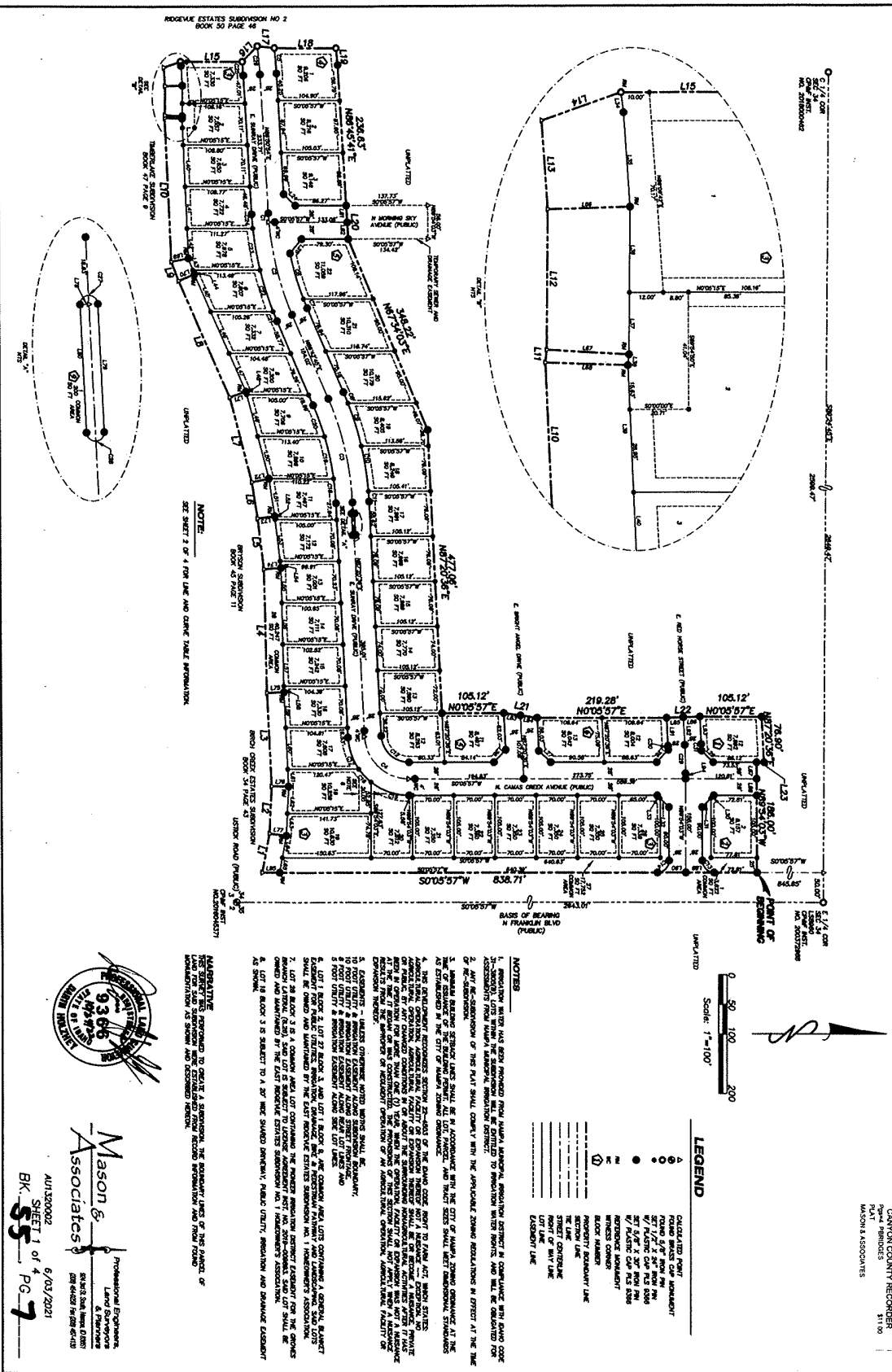
2022-049244

RECORDED

10/31/2022 01:31 PM



CHRIS YANAKOTO  
CANYON COUNTY RECORDER  
2024 PERIODS  
11:00  
MASON & ASSOCIATES



NOTES

1. PROPOSED WATER HAS BEEN PROVIDED FROM NAMPA MUNICIPAL WASTEWATER DISTRICT IN COMPLIANCE WITH BOARD CODE 3.2.02.01. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO PROPOSED WATER RIGHTS, AND WILL BE CONSIDERED FOR 2. ANY RE-DEVELOPMENT OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-DEVELOPMENT.
2. A. REDEVELOPMENT RECORDS SECTION 27-4005 OF THE BOARD CODE, RIGHT TO PLANT ACT, B. BOARD CODES, C. BOARD CODES, D. BOARD CODES, E. BOARD CODES, F. BOARD CODES, G. BOARD CODES, H. BOARD CODES, I. BOARD CODES, J. BOARD CODES, K. BOARD CODES, L. BOARD CODES, M. BOARD CODES, N. BOARD CODES, O. BOARD CODES, P. BOARD CODES, Q. BOARD CODES, R. BOARD CODES, S. BOARD CODES, T. BOARD CODES, U. BOARD CODES, V. BOARD CODES, W. BOARD CODES, X. BOARD CODES, Y. BOARD CODES, Z. BOARD CODES.
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Mason & Associates  
Professional Engineers  
Land Surveyors  
1000 N. 10th St.  
Nampa, ID 83855  
(208) 466-4400

AUT030002  
SHEET 1 of 4  
BK. 55 PG. 7

# EAST RIDGEVUE ESTATES SUBDIVISION NO. 1

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L1                | 68.85  | N79°07'33"W |
| L2                | 79.80  | N67°08'13"W |
| L3                | 157.84 | S87°28'48"W |
| L4                | 208.08 | S88°32'44"W |
| L5                | 85.98  | S83°12'18"W |
| L6                | 82.00  | S81°25'13"W |
| L7                | 147.61 | S75°28'51"W |
| L8                | 214.64 | S88°23'27"W |
| L9                | 54.27  | S88°18'35"W |
| L10               | 241.68 | S87°38'25"W |
| L11               | 4.52   | N83°48'22"W |
| L12               | 48.14  | N89°25'38"W |
| L13               | 31.18  | S86°19'55"W |
| L14               | 29.88  | N18°12'38"W |
| L15               | 104.83 | N70°05'15"E |
| L16               | 36.56  | N45°15'15"E |
| L17               | 28.83  | N71°32'27"E |
| L18               | 104.80 | N70°05'15"E |
| L19               | 28.28  | N87°28'50"E |
| L20               | 58.10  | N88°42'48"E |

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L21               | 57.00  | N82°05'08"E |
| L22               | 84.01  | N14°09'04"W |
| L23               | 12.88  | N67°05'57"E |
| L24               | 27.47  | S43°28'25"W |
| L25               | 31.01  | S50°43'05"E |
| L26               | 28.98  | S46°16'44"E |
| L27               | 27.40  | S43°43'18"W |
| L28               | 28.88  | S48°04'33"E |
| L29               | 27.76  | M44°02'04"E |
| L30               | 7.07   | S44°34'03"E |
| L31               | 21.21  | S44°34'03"E |
| L32               | 21.21  | N45°05'57"E |
| L33               | 7.07   | N45°05'57"E |
| L34               | 7.08   | S45°05'57"E |
| L35               | 33.13  | S88°20'05"W |
| L36               | 28.83  | N89°25'38"W |
| L37               | 21.71  | N89°25'38"W |
| L38               | 3.77   | S83°48'22"E |
| L39               | 44.98  | S87°38'25"W |
| L40               | 70.08  | S87°38'25"W |

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L41               | 70.08  | S87°38'25"W |
| L42               | 80.12  | S87°38'25"W |
| L43               | 21.31  | S87°38'25"W |
| L44               | 71.54  | S89°18'35"W |
| L45               | 88.74  | S89°18'35"W |
| L46               | 76.45  | S88°32'27"W |
| L47               | 70.42  | S88°32'27"W |
| L48               | 5.70   | S75°28'51"W |
| L49               | 72.34  | S75°28'51"W |
| L50               | 73.28  | S75°28'51"W |
| L51               | 83.98  | S81°25'13"W |
| L52               | 5.81   | S83°12'18"W |
| L53               | 70.31  | S83°12'18"W |
| L54               | 11.45  | S83°12'18"W |
| L55               | 88.79  | S88°32'27"W |
| L56               | 70.02  | S88°32'27"W |
| L57               | 70.02  | S88°32'27"W |
| L58               | 10.32  | S88°32'27"W |
| L59               | 86.75  | S87°38'25"W |
| L60               | 70.07  | S87°38'25"W |

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L61               | 28.03  | N88°42'48"E |
| L62               | 28.05  | N88°42'48"E |
| L63               | 28.50  | N83°06'08"E |
| L64               | 28.50  | N83°06'08"E |
| L65               | 28.00  | N14°09'04"W |
| L66               | 28.00  | S88°42'48"E |
| L67               | 28.00  | S88°42'48"E |
| L68               | 28.00  | S88°42'48"E |
| L69               | 48.00  | S70°05'15"E |
| L70               | 48.00  | S70°05'15"E |
| L71               | 47.28  | N87°20'36"E |
| L72               | 48.82  | N87°20'36"E |
| L73               | 48.37  | N87°20'36"E |
| L74               | 8.08   | N88°42'48"E |
| L75               | 28.42  | S70°05'15"E |

| Curve Table |        |        |                 |              |
|-------------|--------|--------|-----------------|--------------|
| Curve #     | Length | Radius | Chord Direction | Chord Length |
| C1          | 14.83  | 500.00 | N42°07'         | 14.83        |
| C2          | 168.88 | 500.00 | N79°07'33"      | 168.88       |
| C3          | 168.04 | 500.00 | S87°28'48"      | 168.04       |
| C4          | 114.20 | 78.00  | S88°32'44"      | 114.20       |
| C5          | 42.78  | 78.00  | S83°12'18"      | 42.78        |
| C6          | 86.17  | 472.00 | N45°05'57"      | 86.17        |
| C7          | 16.85  | 472.00 | N45°05'57"      | 16.85        |
| C8          | 26.38  | 500.00 | S70°05'15"      | 26.38        |
| C9          | 74.39  | 500.00 | S70°05'15"      | 74.39        |
| C10         | 17.48  | 500.00 | S70°05'15"      | 17.48        |
| C11         | 17.48  | 500.00 | S70°05'15"      | 17.48        |
| C12         | 71.57  | 47.00  | S87°38'25"      | 71.57        |
| C13         | 31.42  | 20.00  | S87°38'25"      | 31.42        |
| C14         | 31.42  | 20.00  | S87°38'25"      | 31.42        |
| C15         | 48.58  | 103.00 | S84°04'41"      | 48.58        |
| C16         | 38.08  | 103.00 | S84°04'41"      | 38.08        |
| C17         | 17.18  | 103.00 | S84°04'41"      | 17.18        |
| C18         | 41.37  | 43.00  | S71°32'27"      | 41.37        |
| C19         | 72.81  | 43.00  | S71°32'27"      | 72.81        |
| C20         | 42.87  | 47.00  | S70°05'15"      | 42.87        |

| Curve Table |        |         |                 |              |
|-------------|--------|---------|-----------------|--------------|
| Curve #     | Length | Radius  | Chord Direction | Chord Length |
| C21         | 17.37  | 103.00  | N33°04'15"      | 17.37        |
| C22         | 73.48  | 103.00  | N33°04'15"      | 73.48        |
| C23         | 71.08  | 103.00  | N33°04'15"      | 71.08        |
| C24         | 23.67  | 103.00  | N33°04'15"      | 23.67        |
| C25         | 23.67  | 103.00  | N33°04'15"      | 23.67        |
| C26         | 23.67  | 103.00  | N33°04'15"      | 23.67        |
| C27         | 7.85   | 2.50    | N87°20'36"      | 7.85         |
| C28         | 7.85   | 2.50    | N87°20'36"      | 7.85         |
| C29         | 48.10  | 1000.00 | S88°42'48"      | 48.10        |
| C30         | 8.89   | 872.00  | S88°42'48"      | 8.89         |
| C31         | 11.24  | 1028.00 | S87°38'25"      | 11.24        |



**EAST RIDGEVUE ESTATES SUBDIVISION NO. 1**

**OWNERS CERTIFICATE**

WE, CHALLENGER DEVELOPMENT INC., AN IDAHO CORPORATION, BEING FIRST DULY SWORN, DEPOSE AND SAY WE ARE THE OWNERS OF THE FOLLOWING DESCRIBED TRACT KNOWN AS EAST RIDGEVUE ESTATES SUBDIVISION NO. 1 MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION BELOW, STATE THAT IT IS OUR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT, WE DO FOR OURSELVES, OUR HEIRS, TRANSFERREES, SUCCESSORS AND ASSIGNS, DO HEREBY DEDICATE, DONATE, AND CONVEY TO THE PUBLIC FOREVER THE PUBLIC STREETS SHOWN ON THIS PLAT, THE EASEMENTS AS SHOWN ON THIS PLAT AND ANY OTHER PUBLIC RIGHTS SHOWN ON THIS PLAT, AND WE DO NOT RESERVE ANY RIGHTS IN SAID PUBLIC STREETS, EASEMENTS OR OTHER PUBLIC RIGHTS, AND SUCH OTHER RIGHTS AS ARE DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES OTHER THAN THOSE FOR UTILITY, IRRIGATION, OR DRAINAGE PURPOSES IS TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS, THE OWNERS FURTHER CERTIFY THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF NAJARA WATER DEPARTMENT, AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

A PORTION OF LAND BEING A PORTION OF THE SE1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, NAJARA, CANYON COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF THE SE1/4;

THENCE N 00° 05' 57" E A DISTANCE OF 2643.01 FEET ALONG THE EAST BOUNDARY OF THE SE1/4 TO THE NORTHEAST CORNER OF THE SE1/4;

THENCE N 89° 24' 45" W A DISTANCE OF 50.00 FEET ALONG THE NORTH BOUNDARY OF THE SE1/4;

THENCE S 00° 05' 57" W A DISTANCE OF 845.65 FEET PARALLEL WITH THE EAST BOUNDARY OF THE SE1/4 TO THE POINT OF BEGINNING;

THENCE S 00° 05' 57" W A DISTANCE OF 838.71 FEET PARALLEL WITH THE EAST BOUNDARY OF THE SE1/4 TO A POINT ON THE APPROXIMATE CENTERLINE OF THE GROVES BRANCH LATERAL;

THENCE ALONG THE APPROXIMATE CENTERLINE OF THE GROVES BRANCH LATERAL THE FOLLOWING COURSES AND DISTANCES:

THENCE N 79° 07' 33" W A DISTANCE OF 66.95 FEET;

THENCE N 87° 09' 13" W A DISTANCE OF 79.80 FEET;

THENCE S 87° 28' 49" W A DISTANCE OF 157.94 FEET;

THENCE S 88° 52' 24" W A DISTANCE OF 208.06 FEET;

THENCE S 83° 12' 16" W A DISTANCE OF 85.98 FEET;

THENCE S 81° 25' 13" W A DISTANCE OF 62.00 FEET;

THENCE S 75° 28' 51" W A DISTANCE OF 147.51 FEET;

THENCE S 66° 23' 27" W A DISTANCE OF 214.04 FEET;

THENCE S 69° 18' 35" W A DISTANCE OF 34.27 FEET;

THENCE S 87° 38' 25" W A DISTANCE OF 241.68 FEET;

THENCE N 83° 49' 22" W A DISTANCE OF 4.52 FEET;

THENCE N 89° 25' 38" W A DISTANCE OF 49.14 FEET;

THENCE S 86° 19' 53" W A DISTANCE OF 31.16 FEET;

THENCE LEAVING THE APPROXIMATE CENTERLINE OF THE GROVES BRANCH LATERAL, N 19° 12' 39" W A DISTANCE OF 29.66 FEET;

THENCE N 00° 05' 15" E A DISTANCE OF 104.63 FEET;

THENCE N 45° 55' 15" W A DISTANCE OF 36.56 FEET;

THENCE N 07° 13' 27" E A DISTANCE OF 28.83 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 104.80 FEET;

THENCE N 84° 28' 30" E A DISTANCE OF 28.28 FEET;

THENCE N 86° 45' 41" E A DISTANCE OF 236.63 FEET;

THENCE N 86° 42' 49" E A DISTANCE OF 56.10 FEET;

THENCE N 67° 34' 03" E A DISTANCE OF 348.22 FEET;

THENCE N 87° 20' 36" E A DISTANCE OF 477.06 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 105.12 FEET;

THENCE N 08° 05' 08" E A DISTANCE OF 57.00 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 219.28 FEET;

THENCE N 01° 45' 04" W A DISTANCE OF 56.01 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 105.12 FEET;

THENCE N 87° 20' 36" E A DISTANCE OF 76.90 FEET;

THENCE S 00° 05' 57" W A DISTANCE OF 12.59 FEET;

THENCE S 89° 54' 03" E A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

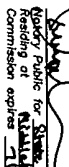
EAST RIDGEVUE ESTATES SUBDIVISION NO. 1 CONTAINS 12.735 ACRES MORE OR LESS.

  
COREY D. BARTON, RESIDENT

**ACKNOWLEDGMENT**  
STATE OF IDAHO }  
COUNTY OF CANYON } SS

Be it remembered that on this 31 day of March, 2022, before me, the undersigned, a notary public in and for said state, personally appeared COREY D. BARTON, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

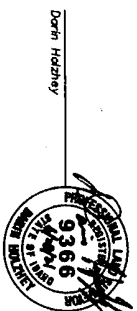
In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

  
Notary Public for STATE OF IDAHO  
Residing at NAJARA, IDAHO  
Commission expires THURSDAY



**CERTIFICATE OF SURVEYOR**

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



P.L.S. License No. 9366

**EAST RIDGEVUE ESTATES SUBDIVISION NO. 1**

**CERTIFICATE OF COUNTY SURVEYOR**

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, hereby certify that I have examined this plot and find that it complies with the STATE OF IDAHO code relating to Plots and ~~Neighborhoods~~ ~~contingents~~.

  
Canyon County Surveyor ~~Shirley L. 20-1-355~~  
DAVID R. KIMBLE 79145 2059  
Date 6/13/22

**APPROVAL OF CITY OF Nampa  
PLANNING AND ZONING COMMISSION**

  
City Engineer  
Date 10-7-22

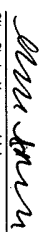
**APPROVAL OF CITY ENGINEER**

I, The undersigned, City Engineer, in and for the City of Nampa, Canyon County, Idaho hereby approve this plot.

  
Nampa City Engineer  
Date 10-11-22

**APPROVAL OF CITY COUNCIL**

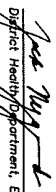
I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 21st day of December, 2022, this plot was accepted and approved.

  
City Clerk, Nampa, Idaho



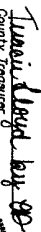
**HEALTH CERTIFICATE**

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

  
District Health Department, EHS  
Date 06/23/2022

**CERTIFICATE OF COUNTY TREASURER**

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

  
County Treasurer  
Date 10/31/2022



**ACCOMMODATION RECORDING**

**2024-014371**

RECORDED

**05/13/2024 08:30 AM**

RICK HOGABOAM

CANYON COUNTY RECORDER

Pgs=10 JWINSLOW

\$37.00

TYPE: CCR

TITLEONE BOISE

*ELECTRONICALLY RECORDED*

**FIRST SUPPLEMENT TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAST RIDGEVUE ESTATES SUBDIVISION**

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**FIRST SUPPLEMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAST RIDGEVUE ESTATES SUBDIVISION**

This First Supplement To The Declaration Of Covenants, Conditions And Restrictions For East Ridgevue Estates Subdivision (this "First Supplement") is made this 25<sup>th</sup> day of April, 2024, by Challenger Development Inc., an Idaho corporation ("Declarant").

**ARTICLE I: SUPPLEMENT/PURPOSES**

Section 1. Supplement to Declaration. This First Supplement is a supplement to that certain Declaration of Covenants, Conditions and Restrictions for East Ridgevue Estates Subdivision, recorded on February 22, 2023, as Canyon County, Idaho Instrument Number 2023-005505 ("Master Declaration"). This First Supplement supplements the Master Declaration with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("First Supplement Property"). The First Supplement Property is shown on the East Ridgevue Estates Subdivision No. 2 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("First Supplement Plat"). The covenants, conditions and restrictions contained in this First Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

Section 2. Purposes. The purposes of this First Supplement are to designate the First Supplement Property and subject the First Supplement Property to all the terms and Restrictions contained in the Master Declaration and this First Supplement.

**ARTICLE II: DECLARATION**

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the First Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration and this First Supplement. In addition, each Owner of any Lot within the First Supplement Property shall be a Member in the Association, and shall pay all Assessments levied thereby.

**ARTICLE III: DEFINITIONS**

Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

**ARTICLE IV: GENERAL USES AND REGULATION OF USES**

Section 1. Exterior Lighting. Notwithstanding Article IV, Section 24 of the Master Declaration, exterior lights (other than exterior lighting provided by Declarant or any of its affiliates) are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

Section 2.      Unclaimed Infrastructure Improvement Maintenance and Repairs. To the extent any portion of the First Supplement Property contains drainage pipes and/or other infrastructure improvements (including associated equipment and facilities) the ownership and/or maintenance responsibilities thereof are unknown or unclear (for example, subsurface agricultural irrigation water run-off pipes (including access manholes) serving one or more neighboring farms), the Association shall be responsible for the maintenance and repair of such pipes and/or other infrastructure improvements and the costs thereof shall be passed onto all Owners in the form of Regular Assessments.

#### ARTICLE V: GENERAL PROVISIONS

Section 1.      Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this First Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3.      Term and Amendment. The terms and Restrictions of this First Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This First Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.

Section 4.      Duration and Applicability to Successors. The terms and Restrictions contained within this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.

Section 5.      Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

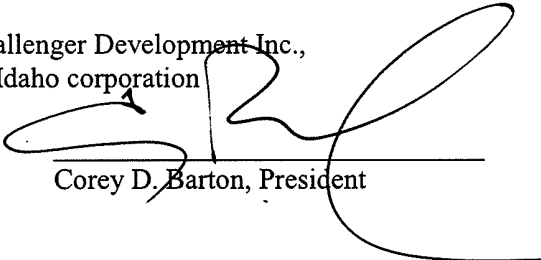
Section 6.      Governing Law. This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

[End of Text]

IN WITNESS WHEREOF, the undersigned has duly executed this First Supplement as of the date first above written.

Declarant:

Challenger Development Inc.,  
an Idaho corporation

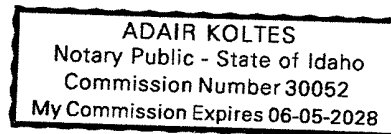
By:   
Corey D. Barton, President

STATE OF IDAHO     )  
                                  ) ss.  
County of Ada         )

This record was acknowledged before me on April 25<sup>th</sup>, 2024, by Corey D. Barton as the President of Challenger Development Inc.

  
\_\_\_\_\_  
Signature of Notary Public

My commission expires: 6-05-28



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE FIRST SUPPLEMENT PROPERTY**

Lots 1 through 11, Block 1; Lots 4 through 6, Block 4; Lots 1 through 10, Block 5; Lots 1 through 24, Block 6; and Lots 1 through 3, Block 7, East Ridgevue Estates Subdivision No. 2, according to the official plat thereof, filed in Book 57 of Plats at Page 12, Records of Canyon County, Idaho.

**EXHIBIT B**  
**EAST RIDGEVUE ESTATES SUBDIVISION NO. 2 FINAL PLAT**

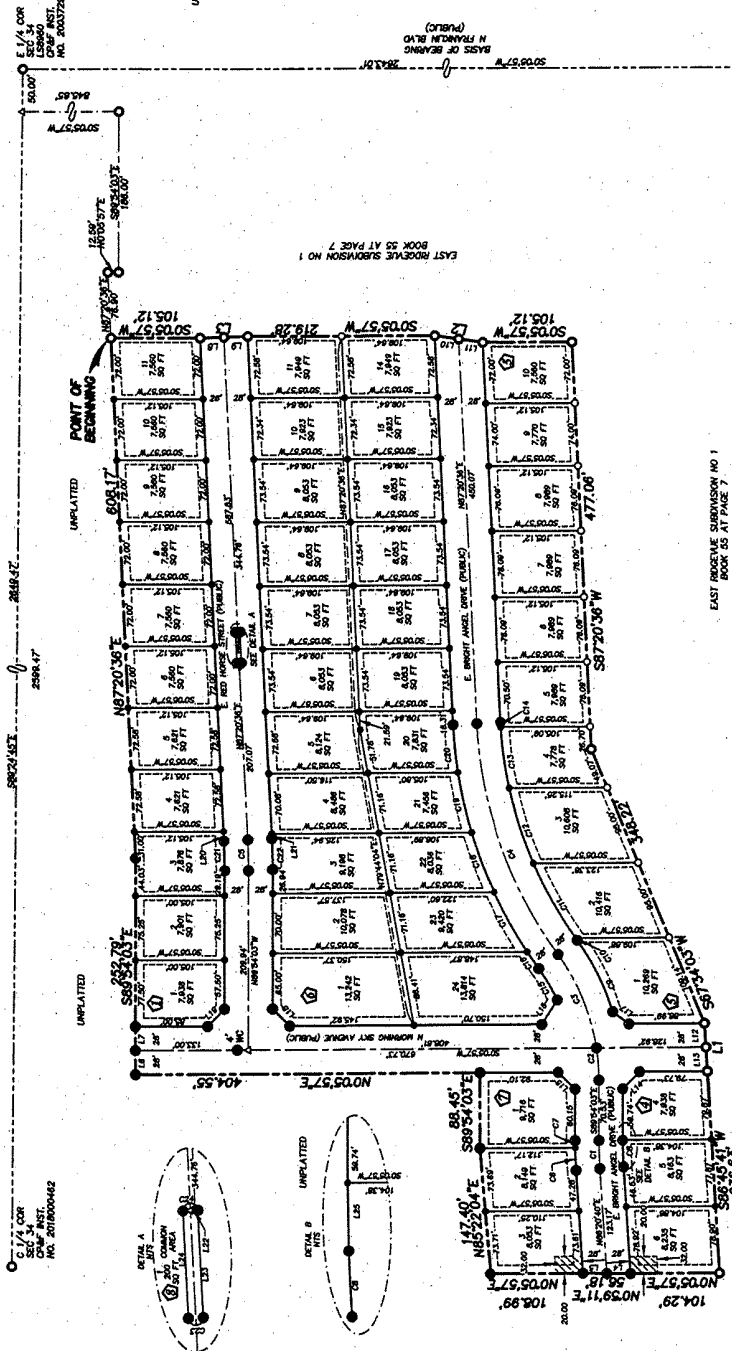
See attached.

A PART OF THE SE 1/4, SECTION 34, T. 4 N., R. 2 W., B.M.,  
NAMPA, CANYON COUNTY, IDAHO  
2024

2024-011248  
RECORDED  
04/15/2024 03:51 P

[illegible]

RICK HOGABOAM  
CANYON COUNTY RECORD  
PGS=3 MBROWN  
PLAY  
MASON & ASSOCIATES

BRIDGEVIEW ESTATES  
SUBDIVISION NO 2  
BOOK 50 PAGE 48

## LEGEND



Scale: 1"=100'

- CALCULATED POINT  
 FOUND BRASS CAP MOMENTUM  
 FOUND 1/2" IRON PIN  
 FOUND 1/2" IRON PIN  
 SET 1/2" X 2 1/2" IRON PIN  
 W/ PLASTIC CAP PLS \$366  
 SET 5/8" X 3/4" IRON PIN  
 W/ PLASTIC CAP PLS \$366  
 BLOCK NUMBER  
 SECTION BOUNDARY LINE  
 SECTION LINE  
 STREET CENTERLINE  
 PART OF WAY LINE  
 LOT LINE  
 EASEMENT LINE  
 TEMPORARY EASEMENT  
 TURN AHEAD EASEMENT

**VOTER**

- PROGATION WATER HAS BEEN PROVIDED FROM NAPA MUNICIPAL PROGATION DISTRICT IN COMPLIANCE WITH DAHO CODE 21-3-306(2) WITHIN THE SUBDIVISION WILL BE ENTITLED TO PROGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR THESE ASSESSMENTS FROM NAPA MUNICIPAL PROGATION DISTRICT.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION.
3. HUMANAN BUILDING SUBDIVISION LINES SHALL BE IN ACCORDANCE WITH THE CITY OF NAPA ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL, AND TRACT SIZES SHALL MEET HUMANAN STANDARDS AS ESTABLISHED IN THE CITY OF NAPA ZONING ORDINANCE.
4. THE DEVELOPMENT RECOGNIZES SECTION 22-3003 OF THE DAHO CODE RIGHT TO FARM ACT, WHICH PROVIDES THAT AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A RESIDENCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING AREA, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF A NEW RESIDENCE, OR THE RECONSTRUCTION OF AN EXISTING RESIDENCE, OR THE CONSTRUCTION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION WAS NOT A RESIDENCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY NEAR A RESIDENCE RESULTS FROM THE EXPANSION THEREOF.
5. EXISTING OR UNDEVELOPED WATERS SHALL BE 10 FOOT UTILITY & PROGATION EASEMENT ALONG SUBDIVISION BOUNDARY 10 FOOT UTILITY & PROGATION EASEMENT ALONG STREET FRONTAGE 10 FOOT UTILITY & PROGATION EASEMENT ALONG STREET FRONTAGE 5 FOOT UTILITY & PROGATION EASEMENT ALONG LOT LINES
6. LOT 3 BLOCK 7, LOT 6 AND LOT 7 ARE SUBJECT TO A TEMPORARY EASEMENT TRAIL AROUND EASEMENT AS SHOWN, TO BE VACATED UPON EXTENSION OF EMBURY AVENUE (TRAIL).
7. LOT 3 BLOCK 7, LOT 6 AND LOT 7 ARE SUBJECT TO A TEMPORARY EASEMENT TRAIL AROUND EASEMENT AS SHOWN, TO BE VACATED UPON EXTENSION OF EMBURY AVENUE (TRAIL).

**NARRATIVE**  
THIS SURVEY WAS PERFORMED TO CREATE A SUBDIVISION. THE BOUNDARY LINES OF THIS PARCEL OF LAND WERE ESTABLISHED FROM RECORD INFORMATION AND FROM FOUND MONUMENTATION AS SHOWN AND DESCRIBED HEREIN.

**Mason & Associates**  
Professional Engineers,  
Land Surveyors  
& Planners  
524 3rd St. South, Memphis, TN 38103  
(901) 524-1995 Fax (901) 524-1170

AU1320002 PH2 07/06/2021

AU1320002 PH2 07/06/2021

57 PG 12  
SHEET 17 of 3

57 PG 12  
SHEET 17 of 3

# EAST RIDGEVUE ESTATES SUBDIVISION NO. 2

## OWNERS CERTIFICATE

WE, CHALLENGER DEVELOPMENT INC., AN IDAHO CORPORATION, BEING FIRST DULY SWORN, DEPOSE AND SAY, WE ARE THE OWNERS OF THE FOLLOWING DESCRIBED TRACT KNOWN AS EAST RIDGEVUE ESTATES SUBDIVISION NO. 2 MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION BELOW, STATE THAT IT IS OUR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT. WE DO FOR OURSELVES, OUR HEIRS, PROXIES, SUCCESSORS AND ASSIGNS, DO HEREBY DEDICATE, DONATE AND CONVEY TO THE PUBLIC, FOR THE USE OF THE PUBLIC, PUBLIC STREETS SHOWN ON THIS PLAT, THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC UTILITIES, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED TO THE PUBLIC UTILITIES, AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES OTHER THAN THOSE FOR UTILITY, IRRIGATION, OR DRAINAGE PURPOSES IS TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS. THE OWNERS FURTHER CERTIFY THAT ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM THE CITY OF NAMPA WATER DEPARTMENT, AND THAT THE CITY HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE1/4 OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, NAMPA, CANYON COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF THE SE1/4;

THENCE N 00° 05' 57" E A DISTANCE OF 2643.01 FEET ALONG THE EAST BOUNDARY OF THE SE1/4 TO THE NORTHEAST CORNER OF THE SE1/4;

THENCE N 89° 24' 45" W A DISTANCE OF 50.00 FEET ALONG THE NORTH BOUNDARY OF THE SE1/4;

THENCE S 00° 05' 57" W A DISTANCE OF 845.65 FEET PARALLEL WITH THE EAST BOUNDARY OF THE SE1/4;

THENCE N 89° 54' 03" W A DISTANCE OF 186.00 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 12.59 FEET;

THENCE S 87° 20' 36" W A DISTANCE OF 76.90 FEET TO THE POINT OF BEGINNING;

THENCE S 00° 05' 57" W A DISTANCE OF 105.12 FEET;

THENCE S 01° 45' 04" E A DISTANCE OF 56.01 FEET;

THENCE S 00° 05' 57" W A DISTANCE OF 219.28 FEET;

THENCE S 08° 05' 06" W A DISTANCE OF 57.00 FEET;

THENCE S 00° 05' 57" W A DISTANCE OF 105.12 FEET;

THENCE S 87° 20' 36" W A DISTANCE OF 477.06 FEET;

THENCE S 67° 34' 03" W A DISTANCE OF 348.22 FEET;

THENCE S 86° 42' 49" W A DISTANCE OF 56.10 FEET;

THENCE S 86° 45' 41" W A DISTANCE OF 236.63 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 104.29 FEET;

THENCE N 00° 59' 11" E A DISTANCE OF 56.18 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 108.99 FEET;

THENCE N 85° 22' 04" E A DISTANCE OF 147.40 FEET;

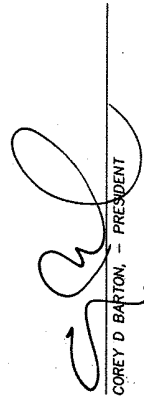
THENCE S 89° 54' 03" E A DISTANCE OF 88.45 FEET;

THENCE N 00° 05' 57" E A DISTANCE OF 404.55 FEET;

THENCE S 89° 54' 03" E A DISTANCE OF 252.79 FEET;

THENCE N 87° 20' 36" E A DISTANCE OF 608.17 FEET TO THE POINT OF BEGINNING.

EAST RIDGEVUE ESTATES SUBDIVISION NO. 2 CONTAINS 12.778 ACRES MORE OR LESS.

  
COREY D. BARTON, - PRESIDENT

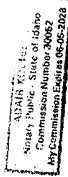
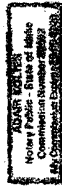
## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF CANYON } SS

Be it remembered that on this 1<sup>st</sup> day of November, 2023, before me, the undersigned, a notary public in and for said state, personally appeared COREY D. BARTON, who is known or identified to me to be the President of Challenger Development Inc., an Idaho Corporation, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho  
Residing at Nampa, ID  
Commission expires 6-03-2028



## CERTIFICATE OF SURVEYOR

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



Darin Holzhay

P.L.S. License No. 9366

## EAST RIDGEVUE ESTATES SUBDIVISION NO. 2

### CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, Hereby Certify that I have examined this plat and find that it complies with the STATE OF IDAHO code relating to Plats and Metes. SURVEYS

David R. Kanner  
Canyon County Surveyor UNDER IC 50-1305  
DAVID R. KANNER PERMITS 2059

11/29/23  
Date

### APPROVAL OF CITY ENGINEER

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

Tracie Lloyd  
Nampa City Engineer  
4-2-24  
Date

### APPROVAL OF CITY OF NAMPA PLANNING AND ZONING COMMISSION

Reid W. Smith  
Chairman

11/29/23  
Date

### APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 21<sup>st</sup> day of December, 2020, this plat was accepted and approved.

Charlene Tim  
City Clerk, Nampa, Idaho



### HEALTH CERTIFICATE

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

Anthony Lee  
District Health Department, EHS

11/27/2023  
Date

### CERTIFICATE OF COUNTY TREASURER

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

Tracie Lloyd  
County Treasurer  
4/15/2024  
Date

