



MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
FAIRBOURNE SUBDIVISION
September 1, 2020

Table of Contents

ARTICLE 1	RECITALS	1
ARTICLE 2	DECLARATION	1
ARTICLE 3	DEFINITIONS	2
ARTICLE 4	PURPOSE.....	4
ARTICLE 5	PERMITTED USES AND PERFORMANCE STANDARDS.....	4
5.1	Use.....	4
5.2	Buildings.....	5
5.3	Approval of Use and Plans	5
5.4	Prohibited Buildings/Uses	5
5.5	Set-Backs.....	5
5.6	Antennae/Dishes	5
5.7	Easements	5
5.8	Lighting	7
5.9	Roofs	7
5.10	Animals	7
5.11	Septic Tanks/Cesspools	8
5.12	Grading and Drainage	8
5.13	Commercial Use Prohibited	8
5.14	Maintenance	8
5.15	Mining and Drilling.....	9
5.16	Vehicles	9
5.17	Outbuildings.....	10
5.18	Garage Doors	10
5.19	Exterior Materials and Colors.....	10
5.20	External Energy Devices	10
5.21	Mailboxes.....	10
5.22	Signs	11
5.23	Subdividing	11
5.24	Fences.....	11
5.25	Irrigation Water	12
5.26	Landscape	12
5.27	Storm Drainage.....	13
5.28	Exemption of Grantor	13
5.29	Rental/Lease Restrictions.....	14
ARTICLE 6	FAIRBOURNE OWNERS ASSOCIATION, INC.....	14
6.1	Organization of Association	14
6.2	Members	14
6.3	Classes of Membership.....	14
6.4	Board of Directors and Officers	15
6.5	Powers of Association	15
6.6	Duties of Association	17
6.7	Budgets and Financial Statements	18
6.8	Effective Date	18
6.9	Dissolution	18
ARTICLE 7	MAINTENANCE OBLIGATIONS OF ASSOCIATION	18
7.1	Ownership of Common Area Lots and Irrigation System.....	19
7.2	Duty to Maintain Pathways and Landscape.....	19

7.3	Duty to Maintain Recreational Facilities	19
7.4	Duty to Maintain Irrigation System Facilities	19
7.5	Ada County Highway District License Agreement	19
7.6	Storm Water Drainage System	20
7.7	Identification Signs	20
7.8	Cluster Mailboxes	20
7.9	Fences	20
7.10	Settlers Irrigation District License Agreement.	20
7.11	Duty to Maintain Lot 51 of Block 7.	20
7.12	Other Maintenance Obligations	20
7.13	Liability for Damage	20
7.14	Cost of Maintenance, Repairs and Replacement	21
7.15	Easement for Maintenance	21
7.16	Reserve for Maintenance, Repair and Replacement	21
ARTICLE 8 ASSOCIATION PROPERTIES		21
8.1	Use	21
8.2	Damages	22
8.3	Damage and Destruction	22
8.4	Condemnation	22
ARTICLE 9 ASSESSMENTS		22
9.1	Covenant to Pay Assessments	22
9.2	Regular Assessments	22
9.3	Special Assessments	23
9.4	Limited Assessments	23
9.5	Commencement of Regular Assessments	23
9.6	Uniform Rate of Assessment	24
9.7	Assessment Due Date	24
9.8	Interest and Penalties	24
9.9	Estoppel Certificate	24
ARTICLE 10 ENFORCEMENT OF ASSESSMENTS		24
10.1	Right to Enforce	24
10.2	Creation of Assessment Liens	25
10.3	Notice of Assessment Lien	25
10.4	Enforcement	25
10.5	Reporting	25
10.6	Term of Lien	26
10.7	Non-Exclusive Remedy	26
ARTICLE 11 ARCHITECTURAL CONTROL COMMITTEE		26
11.1	Adoption of ACC Guidelines	26
11.2	Members of the Committee	26
11.3	Appointment	26
11.4	Compensation	26
11.5	Non-Liability	26
11.6	Approval Required	26
11.7	Variances	27
11.8	Application	27
11.9	Construction Completion Deposit	27
11.10	Decision	28
11.11	Inspection and Complaints	28
11.12	Hearing	29

11.13 Appeal	29
11.14 Enforcement	30
11.15 Additional Damages	30
11.16 Non-Exclusive Remedy	30
11.17 Private Rights	30
11.18 Inspection Fee(s)	31
ARTICLE 12 ANNEXATION	31
12.1 Annexation	31
12.2 De-Annexation	31
ARTICLE 13 MISCELLANEOUS	31
13.1 Term	31
13.2 Amendment	31
13.3 Books and Records	32
13.4 Non-Waiver	32
13.5 Acceptance	32
13.6 Indemnification of Board Members and ACC	32
13.7 Notices	32
13.8 Interpretation	33
13.9 Severability	33
13.10 Not a Partnership	33
13.11 Third Party Beneficiary Rights	33
13.12 Injunctive Relief	33
13.13 Breach Shall Not Permit Termination	33
13.14 Attorneys' Fees	33
13.15 Force Majeure	33
13.16 Assignment by Grantor	33
13.17 Governmental Rules and Ordinances	33

EXHIBITS

EXHIBIT A: Operation and Maintenance Manual of the Storm Water Drainage System in Fairbourne Subdivision

ARTICLE 1 RECITALS

WHEREAS, the undersigned (hereafter "**Grantor**") is the owner of certain land in City of Meridian, Ada County, Idaho, more particularly described as follows (hereafter "**Subdivision**" or "**Property**");

FAIRBOURNE SUBDIVISION NO 1 according to the official plat thereof filed in Book 119 of Plats at Pages 18309 through and including 18315, records of Ada County, Idaho; and

FAIRBOURNE SUBDIVISION NO 2 according to the official plat thereof filed in Book 119 of Plats at Pages 18316 through and including 18319, records of Ada County, Idaho.

WHEREAS, Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth in this "**Declaration**" to: (i) insure the enhancement and preservation of property values; (ii) provide for the proper design, development improvement and use of the Property by Grantor and all other persons or entities who may subsequently acquire an interest in the Property; and (iii) create a high quality residential development;

WHEREAS, as additional land owned and platted by the Grantor adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by Grantor, such shall become subject to the terms of this Declaration by annexing the same as provided herein;

WHEREAS, because the Subdivision may be developed in more than one phase, each of which may have unique characteristics, needs and requirements, Grantor may, from time-to-time, promulgate further conditions, covenants, restrictions and easements as "**Supplemental Declarations**" relating to particular tracts or parcels of real property within the Subdivision or exclude such tracts or parcels from specific provisions of this Declaration; and

WHEREAS, in order to achieve the objectives and desires of Grantor, Grantor will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association upon completion of the development process.

ARTICLE 2 DECLARATION

Grantor hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "**Lot**," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "**covenants 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 or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon Grantor and each Owner, and each successor in interest of each, and may be enforced by Grantor and by any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit Grantor's right to complete development of the Property in accordance with the plan therefore as the same exists or may be modified from time-to-time by Grantor nor prevent normal

construction activities during the construction of Improvements upon any Lot in the Subdivision. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of any conflicts between the provisions of this Declaration and the requirements of the applicable ordinances of Meridian, Idaho (upon annexation of the Property), the more restrictive shall control.

ARTICLE 3 DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Subdivision.

ACC Guidelines: Such rules or standards promulgated by Grantor and/or the ACC as authorized herein.

Annexation: The process by which additional tracts or parcels of land, including platted lots improved with single family dwellings, not initially a part of the Property are made subject to this Declaration.

Assessment: A payment required of Association members, including Regular, Special, or Limited, as provided in this Declaration.

Association: Fairbourne Owners Association, Inc., an Idaho corporation.

Association Rules: Such rules and regulations as may be promulgated by the Association as authorized herein.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Area: All real property within the Subdivision in which the Association owns an interest or controls and which is held or controlled for the betterment of the Subdivision.

Development: The project to be undertaken by Grantor resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscape, amenities, construction of roadways, utility services and other improvements.

Grantor: Fairbourne Development, Inc., an Idaho corporation, and its assigns.

Improvements: All structures and appurtenances thereto of all kinds and types, including, without limitation, Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscape, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of that Lot by Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Declaration: This instrument as it may be amended from time-to-time.

Plan: The overall development plan prepared by Grantor for the whole of the Property, as the same exists from time-to-time and which illustrates the proposed total development contemplated by Grantor and the nature and location of each of the uses intended to be allowed within the Property. Provided, that no use shall be allowed within the Property unless the same is in accordance with applicable zoning ordinances.

Member: Any person(s) who is a member of the Association.

Member in Good Standing: A Member of the Association who is neither in default of their payments for Regular, Special or Limited assessments due the Association nor otherwise in violation of any provision of this Master Declaration or any Association Rules. For purposes hereof, a Member shall not be deemed in default of such payment obligations or in violation of this Master Declaration or any Association Rules until such time as they have been provided written notice of such default or violation, provided an opportunity to cure such default or violation, and has failed to timely cure said default or violation.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot in the Subdivision.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including Grantor, holding fee simple title to a Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

Supplemental Declaration: The additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within the Subdivision promulgated by Grantor and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "**Declaration**" shall include "**Supplemental Declaration**."

Subdivision: The whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "**Property**").

Fairbourne Owners Association, Inc.: The Idaho corporation organized by Grantor and comprised of Members and existing for the purpose of providing self-government for the Property.

ARTICLE 4 PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection in the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and ensuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper setbacks from streets and open areas in the Subdivision and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Guidelines existing from time-to-time.
- (f) Insuring attractive landscape and the conservation of existing natural features with minimum adverse impact on the ecosystem.

As used hereafter, "**Project Objectives**" shall mean the foregoing specified purposes.

ARTICLE 5 PERMITTED USES AND PERFORMANCE STANDARDS

5.1 Use. Unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for residential purposes and such uses as are customarily incidental thereto, including, without limitation, a home office provided that such incidental use does not result in a consistent increase in traffic and demand for parking, and Common Area use. As used herein and elsewhere in this Declaration, "**residential**" shall mean the use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal

Occupant(s), which guests reside therein on a temporary basis defined as not more than a total of ninety (90) days in a twelve-month period. Notwithstanding the provisions of §67-6530 et. seq., Idaho Code, as used in this Declaration, "**residential**" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a shelter home for persons unrelated to each other or unrelated to the Owner or Occupant.

5.2 Buildings. Except as: (i) otherwise designated on the Plan for the Property; or (ii) otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, no Lot shall be improved with more than one (1) dwelling. Each dwelling shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size automobiles, with a maximum number as determined by the ACC from time to time. The minimum square footage of living area within a dwelling located on a Lot shall be as provided in the ACC Guidelines. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage. No Buildings having more than two (2) stories (as determined by the ACC) shall be allowed.

5.3 Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article 11, below. Building, fencing and landscape plans must to be submitted to the ACC for approval, and ACC approval of the same obtained, prior to the start of construction. The failure of an Owner to submit such plans and obtain the required approval may result in a penalty of up to \$1,000.00 payable by such Owner to the Association, in addition to any remedy ruled appropriate by the ACC or the Board, which penalty, if so assessed by the Board, shall be in the form of a Limited Assessment levied against such Owner's Lot. Such penalty may be imposed only upon the following conditions: (i) a majority vote by the Board shall be required prior to imposing the monetary penalty; (ii) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board.

5.4 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory Building or outbuilding shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

5.5 Set-Backs. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than the distance permitted by: (i) the ordinances of the City of Meridian, Idaho applicable to the Property except as may be modified by a Conditional Use Permit, Development Agreement, or other approval issued by the City of Meridian, Idaho, as the case may be; or (ii) the ACC Guidelines, whichever requires the greater distance. The ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

5.6 Antennae/Dishes. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC. A small antennae/dish, if discretely placed, may be approved by the ACC on a case-by-case basis at the discretion of the ACC. Large or tall antennae/dishes are prohibited.

5.7 Easements. There is hereby reserved for the use and benefit of Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use

and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) **Public Utilities.** For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded Plat(s) for any portion of the Property.
- (b) **Water Drainage.** For water drainage, irrigation, retention, recreation or amenity purposes so designated on the recorded Plat(s) for any portion of the Property.
- (c) **Access to Common Area.** For the purpose of permitting Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, repair, replace and restore landscape and other Improvements within the Common Area, including, without limitation, a sprinkler irrigation system that may be installed to irrigate any landscape located on a Common Area easement for landscape as shown on the recorded Plat(s) for any portion of the Property.
- (d) **Encroachment.** Unless specified in a separate document specific to a Lot(s), reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (e) **Pressurized Irrigation System.** For the purpose of permitting Grantor or the Association, their contractors and agents, to maintain, repair and/or reconstruct the pressurized irrigation system within the Subdivision, and any other facilities or equipment located within or outside of the Subdivision for the delivery of irrigation water to Lots within the Subdivision.
- (f) **Plat.** Any additional easements, if any, as shown and designated on the recorded Plat(s) for the Subdivision.
- (g) **Common Driveways.** To solely benefit the Owners and Lots using a Common Driveway for access to such Lot, as described in the applicable Plat Notes and in Section 7.1, below, for the purpose of permitting shared vehicular and pedestrian access, and ingress/egress, over such Common Driveway, and the right and obligation of such benefited Lots to repair, maintain and replace such Common Driveway as described in this Declaration.

The easement areas (excluding any equipment or appurtenances owned by Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein. If any Improvements are located on an easement area on a Lot in violation of this Section 5.7 and such Improvements are damaged or destroyed by Grantor or the Association, or their contractors or

agents, in the exercise of the rights herein reserved, the repair and restoration of the same shall be the responsibility of the Owner of the Lot.

5.8 Lighting. If required by the ACC, each Owner shall install, and maintain in an operative condition, such exterior lighting as shall be provided in the ACC Guidelines.

5.9 Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Property shall be as set forth in the ACC Guidelines. No gravel roofs shall be permitted.

5.10 Animals. No animals, livestock, birds, insects or poultry of any kind, except Assistance Animals (as defined below), shall be raised, bred, or kept on any Lot, except that Household Pets (as defined below) may be kept for an Owner's or Occupant's personal use provided that: (i) such Household Pets are not bred or maintained for any commercial purpose; (ii) no more than two (2) domesticated dogs and one (1) cat, or two (2) cats and one (1) dog, or other small household pets may be kept on a Lot; and (iii) any such Household Pets shall be properly restrained, be on a leash when not confined to an Owner's or Occupant's Lot, and be controlled at any time they are within the Subdivision so they do not unreasonably bother or constitute a nuisance to others.

"Household Pets" as permitted hereby shall mean generally recognized household pets, such as, without limitation, domesticated dogs, domesticated cats, fish, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, other birds or waterfowl not housed within the dwelling, swine, or other animals. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance to others. "Nuisance" shall mean any noisy animal (as defined below), any vicious animal, any non-domestic household pet, or any animal that damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage property shall also be deemed a Nuisance. "Noisy animal" means any animal that habitually, constantly, or frequently disturbs the sleep, peace or quiet of any other resident. Owners shall contact the local animal control agency regarding noisy animals prior to complaining to the Association about such animals. Any costs associated with responding to complaints of a noisy animal or Nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of any Common Area, road or other property necessitated by such pet. Assistance Animals (as defined below) are welcome in the Subdivision in accordance with the Fair Housing Act.

An "Assistance Animal" is any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of Assistance Animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder during an anxiety attack, and animals that provide comfort or emotional support. Assistance Animals in training are to be treated as Assistance Animals, even if the handler is not disabled. An Assistance Animal need not be licensed or certified by any government. Individuals with Assistance Animals shall not be treated less favorably than other residents or charged fees that are not charged to other residents without animals.

The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any Assistance Animal that: (i) is out of control and the handler does not take effective action to control it, or (ii) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an Assistance Animal into the Subdivision is financially and legally responsible for any injury or damage caused by such Assistance Animal, and for any clean-up of any Common Area, road, or other property necessitated by such Assistance Animal.

5.11 Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Subdivision.

5.12 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s), and any grade(s), berms or swales should be an integral part of the grading design. Water may drain or flow into the drainage swales, if any, located on a Lot and into the drainage easement areas as described or depicted on a Plat, but shall not otherwise be allowed to drain or flow upon, across or under adjoining Lot(s), unless an express written easement for such purpose exists. There shall be no interference with the established drainage pattern over any portion of the Subdivision, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ACC. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, that exists at the time the overall grading of any portion of the Subdivision is completed by Grantor, or that drainage that is shown on any plans approved by the ACC, which may include drainage from a Common Area Lot over any Lot within the Subdivision. The Owner of any Lot within the Subdivision in which grading or other work has been performed pursuant to a grading plan approved by the ACC, shall maintain and repair all graded surfaces, drainage structures, means or devices that are not the responsibility of the Association, Ada County Highway District ("ACHD") or any governmental entity.

After the Initial Construction on a Lot, an Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot which will affect or change the drainage on a Lot or any other Lot within the Subdivision, without the prior written approval of the ACC.

5.13 Commercial Use Prohibited. Unless otherwise shown on the Plan for the Property and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity; provided, however, that Grantor or persons authorized by Grantor may use a Lot(s) for development and sales activities relating to the Property, model homes or real estate sales. As used herein, "commercial or business activity" shall not include the use of a Lot for an incidental use as described in Section 5.1, above, or the rental by an Owner of a Lot and the Improvements thereon for residential purposes. The use of a Lot for a shelter home, as the same is defined in §67-6530 et. seq., Idaho Code, whether or not operated for profit, shall, for the purposes of this Declaration, be a commercial or business use.

5.14 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon as well as any grass strip, between sidewalk and curb, adjacent to Owner's Lot:

- (a) Except to the extent maintenance is provided by the Association as set forth in Article 7 of this Declaration, each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition. Each Owner shall at all times be responsible to cut or otherwise control the weeds and other noxious plants on such Owner's Lot so as to avoid any unsightly condition or hazard or nuisance to the Development. In addition to the forgoing, each Owner of a Lot benefitted by a Common Driveway as described in the applicable Plat Notes and in Section 7.1, below, shall, together with the other such benefitted Owners, be obligated to maintain, repair and replace, as necessary, the common driveway and shall share equally in the cost thereof.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building that is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not

be exempt from the provisions of this Declaration.

- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot or adjacent to a Lot under the control of the Owner, which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration. If such event or condition is not promptly corrected by the Owner, the Association shall have the right to correct the same pursuant to subsection (g), below.
- (g) In the event that any Owner shall permit any Improvement, including any landscape, that is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof plus a penalty in an amount determined by the Board, not to exceed \$1,000.00. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article 10 of this Declaration. Such penalty may be imposed only upon the following conditions: (i) a majority vote by the Board shall be required prior to imposing the monetary penalty; (ii) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board.

5.15 Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided, however, that Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on Lot(s).

5.16 Vehicles. The parking, storage and use of all automobiles, vehicles and equipment, including, without limitation, automobiles, trucks, trailers, motor homes, campers, boats, tractors, and motorcycles, shall be subject to the provisions set forth in this Section 5.16, and the Association Rules, which may prohibit or limit the use thereof within the Subdivision, provide parking regulations and other rules regulating the same. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees that the provisions of this Section 5.16, including, without limitation, those restricting parking on rights-of-way, shall be fully enforceable, as a private agreement among the Lot Owners, even on public

roadways owned and controlled by the Ada County Highway District or other governmental entities.

- (a) **Automobile Parking** - Parking of operative automobiles within any right-of-way is restricted to temporary periods of not more than seventy-two (72) cumulative hours in any 10-day period (or as otherwise defined in the Association Rules), and that such automobiles are parked so as to not interfere with any other Owner's or Occupant's right of ingress and egress to such Owner's Lot. Parking of operative automobiles on driveways is permitted provided that any such parking shall not interfere with the full use of any sidewalk and shall otherwise be in compliance with any Association Rules. No inoperative automobile shall be parked or stored at any time anywhere within the Subdivision unless wholly within an enclosed structure. The term "automobile" as used in this Section 5.16 shall include one-ton pickup trucks or smaller.
- (b) **Vehicles and Equipment** - The parking of all other vehicles and equipment, including, without limitation, trailers, motor homes, trucks larger than one-ton pickups, boats, tractors, campers, motorcycles, garden or maintenance equipment, commercial or work trucks and any vehicles other than automobiles (hereafter "**Vehicles and Equipment**") anywhere within the Subdivision, including in any right-of-way, is strictly prohibited except: (i) for a temporary period of not more than forty-eight (48) cumulative hours within a 10-day period (or as otherwise defined in the Association Rules); or (ii) within a garage or other enclosed structure (doors closed); or (iii) in the back or side yard of a Lot, hidden from public view behind a solid fence which has been approved by the ACC. In no event shall Vehicles and Equipment be parked so as to interfere with the full use of any sidewalk or any other Owner's or Occupant's right of ingress and egress to such Owner's Lot. Vehicles and Equipment which are inoperative shall not be parked or stored at any time anywhere in the Subdivision unless wholly within an enclosed structure.
- (c) **Temporary Construction Vehicles** - The restrictions contained in subsections (i) and (ii), above shall not be applicable to the temporary parking of construction vehicles and trailers on a Lot or in the public right-of-way during the course of actual, uninterrupted construction or remodel of an Improvement on a Lot.

5.17 Outbuildings. No barn, shed or any other outbuilding shall be placed, installed or constructed on any Lot unless the location, size, color and materials thereof have been approved, in advance, by the ACC, and at no time shall such be used as a temporary or permanent residence

5.18 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

5.19 Exterior Materials and Colors. All exterior materials and colors shall be selected and used that are approved by the ACC and that are compatible with other Buildings on the Lot and on neighboring Lots to the effect that all such Buildings shall present, to the extent reasonably practicable, a coordinated appearance. All exterior finishes and/or colors shall be approved by the ACC and shall be in accordance with the ACC Guidelines.

5.20 External Energy Devices. Subject to the provisions of Idaho Code Section 55-115, as the same may be amended from time to time, no external energy producing devices including, without limitation, generators and solar energy devices of any kind, shall be constructed or maintained on any Lot without the prior written approval of the ACC.

5.21 Mailboxes. The US Postmaster and the ACC shall have the right to approve mailbox locations and design.

5.22 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling and Lot for sale or rent by displaying a single, neat, reasonably sized "For Sale" or "For Rent" sign thereon provided such sign complies with the ACC Guidelines and is approved by the ACC, which approval may regulate, among other things, the size and display location. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Owners may display political signs, as defined in Idaho Code Section 55-115, as the same may be amended from time to time, provided such signs comply with the ACC Guidelines. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the ACC prior to installation. Notwithstanding the foregoing, the ACC shall have the right to adopt ACC Guidelines with respect to signs allowed within the Subdivision, which ACC Guidelines, if adopted, shall regulate signs within the Subdivision and shall control over the specific provisions of this Section. All signage erected within public access easements are subject to City of Meridian approval and/or removal. The City of Meridian reserves the right to erect signage of any kind with public access easements.

5.23 Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefore. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

5.24 Fences. No fence, wall, hedge, high planting, obstruction or other visual or privacy barrier (hereafter collectively "fence") of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, height, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. The type, design, height, material and finish of all privacy fences shall be as specified in the ACC Guidelines, it being the intent of Grantor that all such privacy fencing shall present, to the extent reasonably practicable, a uniform appearance throughout the Property. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances and requirements of the City of Meridian, Idaho, as may be applicable to the Property.

In addition to the requirements of the ACC Guidelines applicable to fences, all fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed or installed on the Common Area or on any portion of a berm constructed by Grantor within the Property; provided that if the Grantor constructs or installs a fence in a Common Area or on a berm, the ACC may allow fences on the adjacent Lot(s) to be attached thereto so long as such attachment does not (i) impede the maintenance, repair, or replacement of the Common Area or berm, (ii) alter the visual theme established by the fence constructed or installed by the Grantor, and (iii) does not project above the top of the fence constructed or installed by the Grantor;
- (b) Subject to the more restrictive of the ordinances of the City of Meridian, Idaho or this Declaration, unless otherwise approved by the ACC, fences shall not project beyond the front setback of the principal Building on the Lot except for a Lot(s) where the dwelling is adjacent to common area in which case the ACC may approve or require a fence of a height, design, materials, location and color approved or specified by the ACC. Unless otherwise approved by the ACC, no fence shall be higher than the maximum permitted in the ACC Guidelines.

- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- (d) No fence or wall shall interfere with the use and enjoyment of any easement reserved or granted in this Declaration, in a separate recorded instrument or shown on the recorded Plat(s) of the Property.
- (e) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed if, because of the design, material, color, nature, qualities or characteristics thereof, the same would have a nuisance effect upon neighboring Lots as determined by the ACC. It is not the intent of this subsection (e) to create a view easement on or across any Lot ("**Affected Lot**") in favor of any Lot which is adjacent to or in the vicinity of the Affected Lot.
- (f) All fences constructed or installed on the interior of a Lot, e.g., dog runs, etc., that are visible from ground level from an adjoining Lot or from any street, shall be subject to prior approval by the ACC.

5.25 Irrigation Water. Grantor has or will construct within the Subdivision a pressurized irrigation system (hereafter "**Irrigation System**") to provide water to each Lot for the irrigation of the landscape on each Lot, which Irrigation System will be stubbed onto each Lot. After the construction/installation of the extension of the Irrigation System on a Lot, neither Grantor nor the Association shall have any obligation to maintain, repair or replace any portion thereof which is extended on a Lot beyond the connection/shut-off valve located on the Lot installed by Grantor, such obligation to maintain, repair or replace the same being that of the Owner of the Lot on which it is extended. The Association shall have the obligation to maintain, repair or replace the portions of the Irrigation System that constitute the "main" distribution lines to and including the connection/shut-off valve located on each Lot within the Subdivision; provided, however, that all costs paid or incurred by the Association for any maintenance, repair or replacement of a "main" distribution line that is required because of the negligence or intentional act of an Owner or Occupant of a Lot, or an agent or contractor of such Owner or Occupant, together with interest, related expenses, including attorneys' fees, shall be billed to the Owner of the Lot and, if not paid in full within ten (10) days after such bill had been delivered, such Owner shall be assessed a Limited Assessment as defined in Section 9.4, below, and collected as set forth in Article 10 of this Declaration.

The Association shall have the power to promulgate rules and regulations regarding the use and operation of the Irrigation System, including, without limitation, the days and times of delivery or use of water to each Lot or the temporary interruption or rationing of irrigation water to be delivered to the Lots, which rules and regulations shall be binding upon each Owner. Each Owner, by the acceptance of a deed to a Lot within the Subdivision, acknowledges that neither Grantor nor the Association shall be responsible for any interruption or rationing of the delivery of irrigation water to such Owner's Lot if such interruption or rationing results from a cause or condition outside the control of Grantor and/or the Association, including, without limitation, an insufficient amount of irrigation water being delivered to the Subdivision or the temporary failure of the equipment or facilities of the Irrigation System.

5.26 Landscape. The following provisions shall govern the landscaping of Lots within the Property as well as the grass strip, between sidewalk and curb, adjacent to Owner's Lot:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Section 11.7(c), below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscape on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.

- (b) All required landscape on a Lot shall be installed within thirty (30) days after substantial completion of the Building on the Lot, with a reasonable extension allowed for weather.
- (c) The ACC Guidelines shall set forth the initial minimum landscape required on each Lot.
- (d) Each Owner shall maintain all landscape improvements located on such Owner's Lot and in the landscape strip between the curb and sidewalk adjacent to such Owner's Lot in a competent and attractive manner, including the watering, mowing, fertilizing and caring for shrubs and trees in perpetuity.

5.27 Storm Drainage.

- (a) **Ada County Highway District Storm Water and Drainage System.** Lot 1, Block 4, Fairbourne Subdivision No. 1 and Lot 7, Block 10 and Lot 7, Block 11, Fairbourne Subdivision No. 2, or portions thereof are servient to and contain an Ada County Highway District storm water drainage system. These Lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256 records of Ada County, Idaho, which is incorporated herein by this reference as if set forth in full (the "**Master Easement**"). The Master Easement and storm water drainage system are dedicated to the Ada County Highway District pursuant to Idaho Code Section 42-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.
- (b) **Operation and Maintenance.** Operation and maintenance of the storm water drainage facilities shall be governed by the Operation and Maintenance Manual of the Storm Water Drainage System in Fairbourne Subdivision attached hereto as **Exhibit A**, which manual may only be modified with the written approval of the Ada County Highway District.
- (c) **Approval of Amendments.** Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the manual referred to in subsection (b), above, having any direct impact or effect on the Ada County Highway District's storm water drainage facilities shall be subject to prior review and approval by the Ada County Highway District.

5.28 Exemption of Grantor. Nothing herein contained shall limit the right of Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by Grantor, or to alter the foregoing and its development plans and designs, or construct additional Improvements as Grantor deems advisable in the course of development of the Subdivision. This Declaration shall not limit the right of Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time-to-time be reasonably necessary. Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by Grantor in connection with the development of the Subdivision, but this exemption shall not apply to a Building(s) constructed by Grantor on a Lot owned by Grantor. Grantor shall be entitled to the non-exclusive use, without charge, of any Common Area within the Subdivision in connection with the marketing of the Lots therein.

5.29 Rental/Lease Restrictions. Any lease, rent, or occupation of a Lot by any persons other than the Owner thereof, shall comply with the following:

- (a) **General Rental Restrictions.** After an Owner has occupied a Lot as a primary residence for at least 12 months an Owner may lease a Lot to a single housekeeping unit for residential purposes. Provided however, that the initial term of such lease is for a term of six (6) months or longer, that subsequent lease terms continue at a minimum month to month basis, and that, such lease shall be subject to the provisions of applicable law (including, without limitation, the Fair Housing Act), this Declaration, and all rules, regulations, and Bylaws adopted by the Association, or ACC. At least seven (7) days before the commencement of any Lease, the Lot Owner must provide an executed copy of the lease conforming to the provisions of this Section to the Board, together with a \$10 application fee. For purposes of this Section: (i) a "single housekeeping unit" shall mean one or more individuals living together sharing household responsibilities and activities which may include, sharing expense, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other; and (ii) the term "lease" shall mean any rental, subletting or conveyance (by any means whatsoever) of a right to occupy any Lot (or portion thereof) to any individual who is not a member of such Lot Owner's family (i.e., related to the Owner by blood, marriage or adoption). An Owner who leases a Lot shall be fully responsible to the Association and the other Owners for the conduct and activities of such Owner's tenant(s) as if such Owner were the tenant.
- (b) **Restrictions on short term rentals.** No owner may use any Lot for nightly or short-term use, license, nightly rental, or lease except as defined in Section 5.30(a).

ARTICLE 6 FAIRBOURNE OWNERS ASSOCIATION, INC.

6.1 Organization of Association. Fairbourne Owners Association, Inc. shall be organized by Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2 Members. Each Owner (including Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one (1) membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of an Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

6.3 Classes of Membership. The Association shall have two (2) classes of membership:

Class A Members shall be all Owners of Lots within the Property, with the exception of Grantor. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot

shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).

Class B Members shall be Grantor, and its successor(s) in title to a Lot(s), which Lot(s) is held by such successor in an unimproved condition (i.e., without a dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a dwelling, and to which successor Grantor has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Lot owned. The Class B Members shall be entitled to one (1) vote for each Lot owned. The Class B membership and the Class B voting rights shall be converted to Class A membership on the happening of the earlier of the following events: (i) six (6) months after Grantor (or its successors in title to whom Grantor has granted the Class B voting rights, as above provided) no longer owns a Lot within the Subdivision; (ii) January 1, 2025; or (iii) when Grantor voluntarily relinquishes such voting rights.

6.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors, the members of which shall at all times be a Member in Good Standing of the Association, with the exception of the initial Directors named in the Association's Articles of Incorporation and those thereafter elected by the Class B Member(s), and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time-to-time.

6.5 Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of other responsibilities including, without limitation, the following:

- (a) **Assessments.** The power to levy Regular, Special, and/or Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The power and authority from time-to-time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration, ACC Guidelines or any Association Rules, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) **Assessment of Penalty(s).** The Association, acting through the Board, shall have the right to impose a monetary penalty, not to exceed the sum of \$100.00 per day (except as otherwise provided in this Declaration), against an Owner who has caused or permitted a violation of any of the restrictions, conditions and/or covenants contained herein, provided that such penalty may be imposed only upon the following conditions: (i) a majority vote by the Board shall be required prior to imposing the monetary penalty; (ii) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. A monetary penalty so imposed on an Owner shall be enforceable as a Limited Assessment if such is not paid within the time deemed reasonable by the Board. The delay or failure by the Association to impose a monetary penalty on an Owner pursuant

hereto shall not be deemed to be a waiver of the right of the Association to enforce the restrictions, conditions and/or covenants of this Declaration against said Owner with respect to such a violation(s) or to impose a monetary penalty with respect to such or any other violation(s).

- (d) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.
- (e) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association or any member of the ACC shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (f) **Association Rules.** The power to adopt, amend and repeal such Association Rules and regulations as the Association deems reasonable. Such Association Rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Association; provided, however, the Association Rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association Rules as they may from time-to-time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association Rule and any provision of the Articles, By-Laws or this Declaration, the conflicting provisions of the Association Rules shall be deemed superseded to the extent of any such inconsistency.
- (g) **Emergency Powers.** The Association, or any person authorized by the Association, shall have the right, but not the obligation, to enter onto any Lot or into any Building or other Improvement on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupant as practicable, and the Association shall repair any damage caused thereby unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (h) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or on the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities.

(i) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association other than a calendar year for budget, Assessment and accounting purposes.

6.6 Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) **Operation and Maintenance of Common Area.** As more fully set forth in Article 7 of this Declaration, perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and any Improvements located thereon in a competent and attractive manner, including the watering, mowing, fertilizing and caring for shrubs and trees in perpetuity and the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned or controlled by the Association.
- (b) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Area owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.
- (c) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned by the Association.
- (d) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.
 - (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
 - (iii) If elected by the Board, full coverage directors and officers liability insurance in an amount determined by the Board.
 - (iv) Such other insurance, including worker's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from

malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.

- (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (e) **Administration Fees - Costs.** Pay to Grantor, so long as Grantor manages the Association, all actual out-of-pocket costs paid or incurred by Grantor in the management and administration of the affairs of the Association plus an administrative fee equal to ten percent (10.0%) of the total annual income received by the Association, which administrative fee shall be compensation to Grantor for the services provided to the Association.
- (f) **Rule Making.** Make, establish, promulgate, amend and repeal Association Rules.
- (g) **Architectural Control Committee.** Subject to the provisions of Section 11.2, below, appoint and remove members of the ACC, all subject to the provisions of this Declaration.
- (h) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the ACC Guidelines and the Association Rules.

6.7 Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies made available to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be prepared and made available not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and made available to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

The failure of the Association to prepare and make available the budget or the annual balance sheet and/or the annual operating statement within the times above provided shall not relieve or release any Owner from the obligation to pay, when due, all regular, special and limited assessments due and payable to the Association.

6.8 Effective Date. The provisions of this Article 6 shall become operative upon the creation by Grantor of the Association. Until the creation and organization of the Association, Grantor shall have the right to exercise all of the powers of the Association set forth in this Declaration.

6.9 Dissolution. The Association may not be dissolved, nor may any of its maintenance obligations as set forth in this Declaration be modified, except with the express consent of the City of Meridian.

ARTICLE 7 MAINTENANCE OBLIGATIONS OF ASSOCIATION

7.1 Ownership of Common Area Lots and Irrigation System. At a date not later than the date that a Lot within the Subdivision is improved with a dwelling and occupied, Grantor shall convey the Common Area Lots within the Subdivision to the Association and transfer to the Association title to any Improvement, equipment, property or system thereon or related thereto, including the Irrigation System within the Subdivision. The initial Common Area, including common driveways, to be owned, operated and maintained by the Association is legally described as follows:

Lots 1, 2, and 9 of Block 1; Lot 1 of Block 2; Lots 1 and 8 of Block 4; Lots 1, 2, and 3 of Block 5; Lot 1 of Block 7; Lot 1 of Block 8; Lot 1 of Block 9 of Fairbourne Subdivision No 1; and Lots 2, 9, 34, 43 and 50 of Block 7, Lot 7 of Block 10 and Lot 7 of Block 11, Fairbourne Subdivision No. 2.

Common driveways (being a part of the Common Areas, but subject to the rights and obligations of the Owners of the benefitted lots as described in the applicable Plat Notes and Sections 5.7 and 5.14, above) are legally described as follows:

Lot 17 of Block 1, Fairbourne Subdivision No 1 and Lots 17, 36 and 42 of Block 7, Fairbourne Subdivision No. 2.

7.2 Duty to Maintain Pathways and Landscape. The Association shall maintain all pathways and landscape improvements located on the Common Area and in the landscape strip between the curb and sidewalk adjacent to the Common Area in a competent and attractive manner, including the watering, mowing, fertilizing and caring for shrubs and trees in perpetuity.

7.3 Duty to Maintain Recreational Facilities. Operate and maintain in good order and repair, and in accordance with the provisions of any applicable governmental laws, ordinances, rules and regulations, the recreational facilities and improvements constructed or installed on the Common Area.

7.4 Duty to Maintain Irrigation System Facilities. As more fully set forth in Section 5.25, above, the Association shall be responsible for all repairs, replacements and maintenance of the Irrigation System "main" distribution lines to and including the connection/shut-off valve located on each Lot within the Subdivision, which repairs, replacements and maintenance shall be promptly performed when necessary so that the Irrigation System will, at all reasonable times, be in an operable condition.

7.5 Ada County Highway District License Agreements. Grantor, as "Licensee", has entered into a Temporary License Agreement dated July 22, 2020, recorded as Instrument No. 2020-093602, records of Ada County, Idaho and a Temporary License Agreement dated July 22, 2020, recorded as Instrument No. 2020-093601, records of Ada County, Idaho (collectively the "Licenses") with the Ada County Highway District ("ACHD") which permit the Licensee to install certain landscape improvements in ACHD's right-of-way adjacent to or within the Subdivision, subject to the terms and conditions stated therein. Among other requirements, the Licenses require the Licensee to maintain all improvements placed in the right-of-way, to remove, relocate and/or modify the improvements if ACHD so requires, and to hold harmless and defend ACHD against all claims arising out of Licensee's use of the right-of-way or its failure to comply with the terms of the Licenses. Grantor hereby assigns to the Association all of Grantor's rights, duties and obligations under the Licenses, including, without limitation, the obligations described in this subsection, and the Association shall assume and perform all such rights, duties and obligations from and after the date this Declaration is recorded in the office of the Ada County Recorder. In furtherance of the foregoing, the Association shall in all ways cooperate with Grantor and execute, acknowledge and deliver any and all such further documents and instruments and do and perform any and all other acts as may be necessary to effect and carry out the said assignment and assumption, including, without limitation, executing any documents and instruments required by ACHD for such purposes.

7.6 Storm Water Drainage System. Perform, or provide for the performance of, the maintenance of the storm water drainage system as provided in Sections 5.12 and 5.27, above.

7.7 Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same be located within or without the boundaries of the Subdivision.

7.8 Cluster Mailboxes. Maintain, repair or replace, if required, the cluster mailboxes located within the Subdivision. Grantor reserves the right to add additional mailbox clusters in the Subdivision.

7.9 Fences. Maintain, repair or replace, if required, the fencing constructed/installed by Grantor or the Association on or adjacent to the Common Area within the Subdivision, and any fencing constructed/installed by Grantor on a Lot(s) which is (are) not adjacent to Common Area shall be maintained, repaired or replaced, if required, by the Owner of the Lot on which such fencing is located. The cost of maintaining, repairing, or replacing a fence to its original condition that is adjacent to Common Area on one side and an Owner on the other shall be borne equally by the Association and the adjacent Owner.

7.10 Settlers Irrigation District License Agreement. Grantor, as "Licensee", has entered into a License Agreement dated February 5, 2019, recorded as Instrument No. 2019-011226, records of Ada County, Idaho and an Addendum to License Agreement dated January 7, 2020, recorded as Instrument No. 2020-006114, records of Ada County, Idaho (collectively the "License") with the Settlers Irrigation District ("Settlers") which permit the Licensee to construct and install certain improvements in Settlers' ditch or canal (the Harrell Lateral) right-of-way adjacent to or within the Subdivision, subject to the terms and conditions stated therein. Among other requirements, the License require the Licensee to maintain all improvements placed in the right-of-way, to remove, relocate and/or modify the improvements if Settlers so requires, and to hold harmless and defend Settlers against all claims arising out of Licensee's use of the right-of-way or its failure to comply with the terms of the License. Grantor hereby assigns to the Association all of Grantor's rights, duties and obligations under the License, including, without limitation, the obligations described in this subsection, and the Association shall assume and perform all such rights, duties and obligations from and after the date this Declaration is recorded in the office of the Ada County Recorder. In furtherance of the foregoing, the Association shall in all ways cooperate with Grantor and execute, acknowledge and deliver any and all such further documents and instruments and do and perform any and all other acts as may be necessary to effect and carry out the said assignment and assumption, including, without limitation, executing any documents and instruments required by Settlers for such purposes.

7.11 Duty to Maintain Lot 51 of Block 7. Lot 51, Block 7 of Fairbourne Subdivision No. 2 is a non-buildable parcel to be owned by Grantor or its successor and reserved for future road right of way or such other use as shall be determined by Grantor. Until such time as the said Lot is developed for such purposes, the Association shall maintain the said Lot, at the Association's expense, as if it were a part of the Association's Common Area.

7.12 Other Maintenance Obligations. The Association shall be obligated to perform any other operation, maintenance, repair and replacement duties required of it by this Declaration or by any other agreement, license or other instrument made by or for the Association, including, without limitation, any agreement, license or other instrument made or entered into with Grantor.

7.13 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the any Improvements located on Common Area, the drainage swales, if any, located thereon within the public right(s)-of-way within the Subdivision, the Irrigation System, the clustered mailboxes or any other Improvement, property or facility required by this Declaration or by any other agreement, license or other instrument made by or for the Association to be maintained, repaired or replaced by the Association, is performed by the Association as a result of the willful or negligent act of an

Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Declaration.

7.14 Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Improvements located on Common Area, including the drainage swales, if any, located thereon within the public right(s)-of-way within the Subdivision, the Irrigation System, including the charges for irrigation water levied by the applicable irrigation entities, the clustered mailboxes or any other Improvement, property or facility required by this Declaration or by any other agreement, license or other instrument made by or for the Association to be maintained, repaired or replaced by the Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular, or Special Assessments against the Lots within the Subdivision which are served thereby. Such costs and expenses (hereafter "**cost and expenses**") shall be apportioned among the Lots within the Subdivision served thereby on an equal basis. In the event the Association does not have adequate funds to pay the cost and expenses deemed by the Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment. The decision as to what costs and expenses are required with respect to the forgoing Improvements, property or facilities and the timing of the payment thereof shall rest solely with the Board.

7.15 Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within the Subdivision for the purpose of accomplishing all maintenance, repair and replacement rights and duties of the Association set forth in this Declaration.

7.16 Reserve for Maintenance, Repair and Replacement. The Association shall have the right to establish a reserve account for the payment of the costs and expenses as defined in Section 7.12, above, and for the purpose of funding the same, the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular, or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board. The Board shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an interest-bearing account in an appropriate financial institution.

ARTICLE 8 ASSOCIATION PROPERTIES

8.1 Use. Each Owner of a Lot, its family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties of which the Owner is a Member subject to the following:

- (a) **Articles, Etc.** The provisions of the Articles and By-Laws of the Association applicable to the Lot, this Declaration and applicable Supplemental Declaration and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association properties, shall comply with the same.
- (b) **Suspension of Rights.** The right of the Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Association.
- (c) **Dedications.** The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does

not diminish the security of the Mortgagees on any Lot or Common Area in the Subdivision.

- (d) **Mortgage or Conveyance of Common Area.** Except as provided in subsection (c), above, after the Class A Members become entitled to voting rights, no portion of the Common Area shall be mortgaged or conveyed by the Association without the prior approval of at least two-thirds (2/3rds) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose and, with respect to such meeting, the provisions concerning notice and quorum in Section 9.10, below, shall apply.

8.2 Damages. An Owner shall be liable for any damages to the Common Area which may be sustained by reason of the negligent, reckless or intentional misconduct of said Owner or of its family, licensees, invitees, lessees or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be levied as a Limited Assessment against that Owner's Lot and may be collected as provided in Article 10, below.

8.3 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association, as the case may be, and the Board shall thereafter determine what repair or reconstruction shall be undertaken.

8.4 Condemnation. If at any time any part of Common Area or other property owned by the Association is taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association. The Board shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to: (i) improve other properties of the Association; (ii) acquire and/or improve additional properties for the Association; or (iii) use such proceeds to reduce future Assessments.

ARTICLE 9 ASSESSMENTS

9.1 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association of which the Owner is a Member.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable, provided, however, that all such Assessments shall be junior and subordinate to the lien of a first Mortgage or first Deed of Trust encumbering the Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of such Owner's Lot.

9.2 Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscape and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from

previous periods and the creation of a reserve, surplus and/or sinking fund(s).

9.3 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on Common Area, unexpected repair or replacement of Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

Upon the first transfer of ownership of a Lot by Grantor to an Owner, a set-up fee in the amount annually established by the Board shall be payable by the purchaser of the Lot to the Association. Upon any subsequent transfer of a Lot, a transfer fee in the amount annually established by the Board shall be payable by the purchaser thereof to the Association.

9.4 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- (b) **Correction of Violations.** In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Guidelines or the ACC rules, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in this Article 9 and Article 10 of this Declaration.
- (c) **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

9.5 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first (1st) sale of a Lot to an Owner. Provided, however, that any Lot owned by Grantor shall be assessed Regular Assessments not

exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by Grantor, such excess amounts so paid shall constitute either: (i) a prepayment of Assessments (Regular, and Special) to become due and payable on the Lots owned by Grantor within the Property; or (ii) a loan by Grantor to the Association, which loan, without interest, shall be repaid by the Association to Grantor from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which Grantor owns all of the Lots.

9.6 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots to which such Assessments apply.

9.7 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first (1st) month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

9.8 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due provided that such penalty may be imposed only upon the following conditions: (i) a majority vote by the Board shall be required prior to imposing the monetary penalty; (ii) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

9.9 Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

ARTICLE 10 ENFORCEMENT OF ASSESSMENTS

10.1 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

10.2 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

10.3 Notice of Assessment Lien. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association may prepare a written Claim of Lien pursuant to and in accordance with the requirements of Idaho Code Section 45-810, as the same may be amended or replaced from time to time.

10.4 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

10.5 Reporting. The Association shall provide a Mortgagee with a copy of a Claim of Lien recorded pursuant to Section 10.3, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of \$50.00 as a reasonable charge for such notification

and such charge shall be a cost of collection secured by the Assessment lien described in Section 10.2, above. The charge for such notification shall be subject to change by the Board.

10.6 Term of Lien. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Declaration or any applicable Supplemental Declaration shall continue in force as set forth in Idaho Code Section 45-810 as the same may be amended or replaced from time to time; provided that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

10.7 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE 11 ARCHITECTURAL CONTROL COMMITTEE

11.1 Adoption of ACC Guidelines. Grantor, or in the event of Grantor's failure to do so, the ACC, shall have the power to promulgate and, thereafter amend from time-to-time, ACC Guidelines relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by Grantor, or the ACC, as the case may be, to carry out the purposes of this Declaration. All ACC Guidelines shall be consistent with the provisions of this Declaration. It is the responsibility of each prospective Owner to obtain from the Association and review the ACC Guidelines then in effect prior to the purchase of a Lot.

11.2 Members of the Committee. The Architectural Control Committee (ACC) shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until such member has resigned or has been removed, but in any event, until said member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

11.3 Appointment. So long as Grantor owns any Lot or parcel within the Property, Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

11.4 Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with and paying a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 11.7, below.

11.5 Non-Liability. Neither the ACC, or any member thereof, or Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

11.6 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be

permitted to continue or exist within the Property without the prior express written approval of the ACC.

11.7 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ACC Guidelines, or any prior approval when, in the sole discretion of the ACC, circumstances including, without limitation, topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC. If a variance is granted as provided herein, no violation of this Declaration, ACC Guidelines or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Guidelines for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby. The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon. The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian, Idaho, as may be applicable to the Property.

11.8 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "**plans and specifications**") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.
- (d) **Evidence of Cost.** Such evidence of the cost of the Improvements as shall be satisfactory to the ACC to assure compliance with the requirements, if any, of the ACC Guidelines.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

11.9 Construction Completion Deposit. The ACC shall have the right to require an Owner to deposit with the ACC, at the time of the submission of the application under Section 11.7, above, a construction completion deposit (hereafter "**Completion Deposit**"), in the amount of \$5,000.00, or such other amount as shall be determined by the ACC. The Completion Deposit shall be held by the ACC as security for the timely completion by the Owner of the Improvements on the Lot as approved by the ACC,

including, without limitation, the landscape as provided in Section 5.26, above, and upon such timely completion shall be returned to the Owner without interest. If the Owner fails to timely complete such Improvements, the ACC shall have the right to deduct from such Completion Deposit the amount of any penalties, off-sets and any costs as set forth in this Declaration or the ACC Guidelines, including any costs which may be paid or incurred by the Association or a third party to complete such Improvements, provided that any penalty may be imposed only upon the following conditions: (i) a majority vote by the Board shall be required prior to imposing the monetary penalty; (ii) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. The Inspection Fee(s) payable by an Owner to the ACC under Section 11.17, below, may be deducted from the Completion Deposit, if any, held by the ACC.

11.10 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly and completely submitted application. The decision of the ACC can be in the form of an approval, a conditional and complete approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address or sent via the facsimile number or email address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate. A denial of an application shall state with particularity the reasons for such denial.

11.11 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Guidelines or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("**Complainant**") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable ACC Guidelines. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

11.12 Hearing. An Owner submitting an application under Section 11.7, above, or served with a written notice of deviation or violation, or a Complainant, shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter, which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.13, below.

11.13 Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and the decision shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the

minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

11.14 Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration, the ACC Guidelines or rules, or the approved plans and specifications. The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, without limitation, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article 10, above.

11.15 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article 10, above.

11.16 Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 11.13 and 11.14, above, shall not be deemed to be an exclusive remedy of the Association, and the Association may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

11.17 Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute

when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefited thereby.

11.18 Inspection Fee(s). The ACC shall have the right to charge an Owner an inspection fee (hereafter "**Inspection Fee**") not exceeding \$100.00 for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the ACC without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Declaration or the ACC Guidelines or the approved plans and specifications, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the ACC to an Owner shall be enforceable as provided in Section 11.13, above.

ARTICLE 12 ANNEXATION

12.1 Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Declaration by Grantor, at any time, without the approval of any Owner or the Association. To annex additional property to the Subdivision, Grantor shall record an amendment to this Declaration which shall specify the annexation of the additional property to the Subdivision and which may supplement this Declaration with addition or different covenants and restrictions applicable to the annexed property, as Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which Grantor deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions are not prohibited by the regulations and requirements of the U.S. Department of Housing and Urban Development for residential subdivisions of the nature and type as the Subdivision. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 13.2 of this Declaration.

12.2 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, so long as Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Ada County Recorder.

ARTICLE 13 MISCELLANEOUS

13.1 Term. This Declaration and all covenants, conditions, restrictions and easements contained herein, as the same may be amended from time to time as provided herein, shall run until December 31, 2045, after which date said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Ada County Recorder.

13.2 Amendment. Subject to the provisions of sub-paragraph (c), below, this Declaration may be amended as follows:

- (a) **By Grantor.** Until title to a Lot within the Property is conveyed by Grantor to an Owner, this Declaration may be amended or terminated by Grantor by recordation of a written instrument signed by Grantor and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except as otherwise expressly provided in this Declaration, the provisions of this Declaration, other than this Section, may be amended at any time by an instrument in writing, signed and acknowledged by the President and Secretary of the

Association, certifying that such amendment has been approved by a majority of the total of the Class B votes cast by the Class B Member(s), or after the Class A Members become entitled to voting rights, by a majority of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose and/or by the approval in writing by the Class B Member(s) or a majority of the Class A Members, as the case may be. Such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 13.2 shall require the vote of a majority of the total of the Class B votes cast by the Class B Member(s), or after the Class A Members become entitled to voting rights, by seventy-five percent (75%) of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose and/or by the approval in writing by the Class B Member(s) or seventy-five percent (75%) of the Class A Members, as the case may be. Such amendment to this Section shall be in the form of an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment to this Section has been approved as provided herein, and shall be effective upon its recordation with the Ada County Recorder.

13.3 Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by such Owner's duly authorized representative, at any reasonable time and place, and for a purpose reasonably related to its interest as a member in the Association, or at such other place and time as the Board shall prescribe.

13.4 Non-Waiver. The failure of Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

13.5 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

13.6 Indemnification of Board Members and ACC. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of Grantor during the initial period of operation of the Association or prior thereto during the period Grantor is exercising the powers of the Association.

13.7 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

13.8 Interpretation. The provisions of this Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article 4, above, and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

13.9 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

13.10 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between and/or among the Owners, including Grantor.

13.11 Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

13.12 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Declaration, Grantor and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

13.13 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

13.14 Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorneys' fees, including the same with respect to an appeal.

13.15 Force Majeure. The period of time provided in this Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond reasonable control.

13.16 Assignment by Grantor. Any or all rights, powers and reservations of Grantor herein contained may be assigned to the Association or to any other corporation, association or individual that is now organized or that may hereafter be organized and that will assume the duties of Grantor hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation, association or individual evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. Unless assigned as herein provided, all rights of Grantor hereunder reserved or created shall be held and exercised by Grantor alone, so long as it owns any interest in any portion of said property.

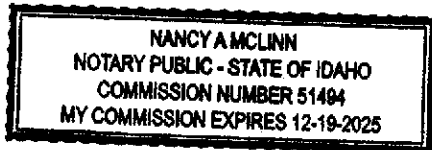
13.17 Governmental Rules and Ordinances: In the event any of the provisions of this

Declaration are less restrictive than any governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. This Declaration is subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, then in such event that portion of this Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

IN WITNESS WHEREOF Grantor has executed this Declaration of Covenants, Conditions, Restrictions, and Easements for Fairbourne Subdivision as of the day and year first above written.

FAIRBOURNE DEVELOPMENT, INC

By: *Samuel M. Johnson*
Samuel M. Johnson, Member



ACKNOWLEDGMENT

State of Idaho)
) ss.
County of Ada)

On this 31st day of August, 2020, before me, a Notary Public in and for the State of Idaho, personally appeared SAMUEL M. JOHNSON, known or identified to me to be a Member of FAIRBOURNE DEVELOPMENT LLC, an Idaho limited liability company, the company that executed this instrument or the persons who executed this instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Nancy A. McLinn
Notary Public for the State of Idaho Boise
Residing at 11010 W. Hickory Dr. Idaho
My commission expires 12/19/2025

EXHIBIT A
Operation and Maintenance Manual of the Storm Water Drainage System
in Fairbourne Subdivision

Unofficial Copy

STORM WATER OPERATIONS AND MAINTENANCE MANUAL

For

FAIRBOURNE SUBDIVISION

January 23, 2020

Prepared for

**Fairbourne Development, LLC
2701 E. Pine Ave.
Meridian, Idaho 83642**

**Prepared by
Civil Survey Consultants, Inc
2893 S. Meridian Road
Meridian, Idaho 83642**

**STORM WATER OPERATIONS AND MAINTENANCE MANUAL
FOR
FAIRBOURNE SUBDIVISION**

Table of Contents

Narrative

Storm Water System Description	1.
Maintenance	1.
Combination Detention Pond/Park Facilities	2.
Maintenance Cost Estimate	2.

Appendix

Appendix A	- Storm Drainage Master Plan Map
Appendix B	- Facilities Design Plans (reduced)
Appendix C	- Final Plats and Easements (reduced)

STORM WATER OPERATIONS AND MAINTENANCE MANUAL

FOR

FAIRBOURNE SUBDIVISION

STORM WATER SYSTEM DESCRIPTION

Fairbourne Subdivision is a ±66-acre subdivision located in northwest Meridian on the north side of Chinden Boulevard (US HWY 20-26) just west of Black Cat Road. Storm water runoff from the subdivision is managed via multiple drainage facilities within the project. Some of the drainage facilities are underground seepage beds and others include pairing of above ground storage with underground seepage beds. This manual primarily addresses maintenance of the above ground facilities.

In a significant storm event, storm water runoff will initially concentrate on lots and in roads, then flow in the roadway gutters into storm water inlets. Storm drain piping then transports the runoff below ground to drainage facilities. Pipes are typically sized to carry the 100-year recurrence interval storm event though in some circumstances where topography allows, pipe are sized for 25-year storm events with the balance of the storm transported in the roadway gutters.

Storm water runoff is managed through a mixture of above ground detention and subsurface infiltration facilities. The above ground detention facilities will typically double as usable open space parks for the residents of the subdivision. During large storm events, the park basins will detain much of the storm water for up to several hours. During and after storm events, water will pass into seepage beds within the park and infiltrate into the ground.

MAINTENANCE

ADA COUNTY HIGHWAY DISTRICT

Storm Drain Manholes used in this subdivision are "Catch manholes". They act to trap some sediments from the runoff. These manholes require periodic cleaning by the Ada County Highway District (ACHD).

Sediment/Skimmer Boxes (aka sand and grease traps) are typically installed just upstream of the detention basins and infiltration beds. These structures require periodic cleaning of grease and sediment. ACHD is responsible for this maintenance.

Drainage Inlets include one foot sumps per ACHD's current policy. Inlets require periodic cleaning by the ACHD. Additionally they may require cleaning during the fall season when leaves are prone to clog the inlets. The ACHD is responsible for maintenance within the roadway and should be notified if inlets become clogged.

HOMEOWNERS ASSOCIATION

The **Detention Ponds** or park basins will be grass lined and will be dry except during storm events. The areas will require regular maintenance consisting of watering and cutting the grass during spring, summer and early fall months. This maintenance is the sole responsibility of the homeowners association. An automatic sprinkler system was installed when the subdivision was built and its maintenance is the responsibility of the homeowners association. The grass will require annual fertilization and will possibly require reseeding if it dies. These items are also the responsibility of the homeowners association. Dead grass is not acceptable in the operation of this storm water management system.

STORM WATER OPERATIONS AND MAINTENANCE MANUAL

FOR

FAIRBOURNE SUBDIVISION

COMBINATION DETENTION POND/PARKS

The primary purpose of all lots used for storm water detention basins is the storm water management function. Any additions to the facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the facilities is needed. Replacement of these items will be the responsibility of the homeowners association.

It is unlikely that heavy maintenance will be required. However, if it is, it will likely be for the replacement or repair of the pipes or the drain trenches. Therefore, it is recommended that no permanent structures or trees be placed near the pipes shown on the site map included in this manual.

MAINTENANCE ESTIMATES

BASIN A - lot 7 of block 11 (Phase 2) **Area: 5700 SF**

Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$50	\$1400
Fertilize	Semi-annually	\$50	\$100
Sprinkler System			
Winterize (fall)	Annually	\$50	\$50
Initialize (spring)	Annually	\$50	\$50
Maintenance/Repair	As required	\$100	\$100
Total			\$1700

BASIN B - lot 7 of block 10 (Phase 2) **Area: 6050 SF**

Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$50	\$1400
Fertilize	Semi-annually	\$50	\$100
Sprinkler System			
Winterize (fall)	Annually	\$50	\$50
Initialize (spring)	Annually	\$50	\$50
Maintenance/Repair	As required	\$100	\$100
Total			\$1700

* Note: This is an estimate to do the minimum work required to maintain the storm water facilities. Actual bids may vary.

MAINTENANCE ESTIMATES**BASIN C - lot 1 of block 4 (Phase 1)****Area: 41,500 SF**

Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$200	\$1400
Fertilize	Semi-annually	\$200	\$400
Sprinkler System			
Winterize (fall)	Annually	\$100	\$100
Initialize (spring)	Annually	\$100	\$100
Maintenance/Repair	As required	\$200	\$200
Total			\$6400

* Note: This is an estimate to do the minimum work required to maintain the storm water facilities. Actual bids may vary.

BASIN D - lot 1 of block 4 (Phase 1)**Area: 15,300 SF**

Items	Recurrence	Approx. Unit Cost*	Approx. Total Annual Cost*
Mow Grass	Weekly	\$100	\$2800
Fertilize	Semi-annually	\$100	\$200
Sprinkler System			
Winterize (fall)	Annually	\$75	\$75
Initialize (spring)	Annually	\$75	\$75
Maintenance/Repair	As required	\$150	\$150
Total			\$3300

* Note: This is an estimate to do the minimum work required to maintain the storm water facilities. Actual bids may vary.

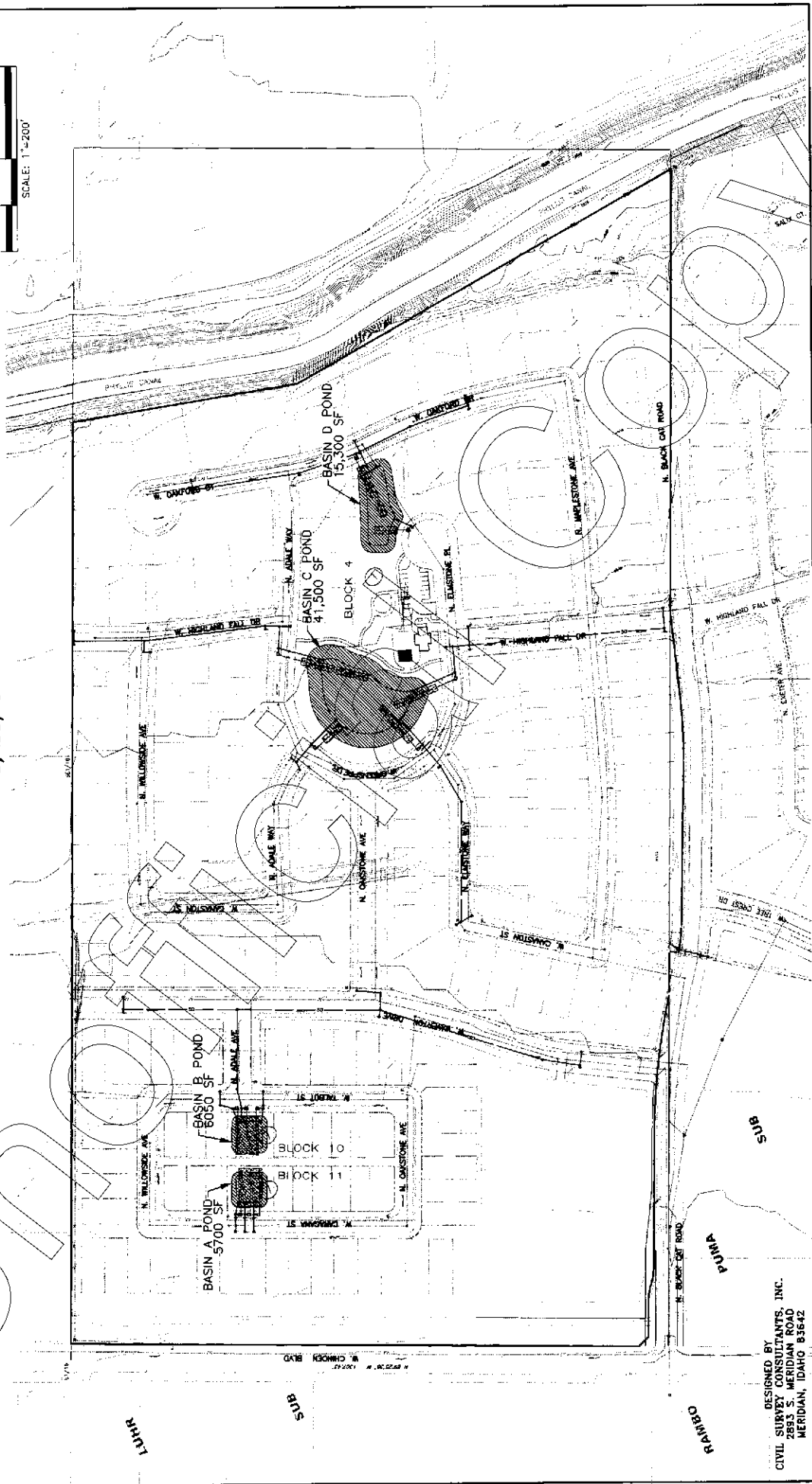
TOTAL ESTIMATED ANNUAL MAINTENANCE COST**\$13,100**

Appendix A

Storm Drainage Pond Location Map (Overlay on Preliminary Plat)

Unofficial Copy

1/23/2020



DESIGNED BY
CIVIL SURVEY CONSULTANTS, INC.
2893 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642

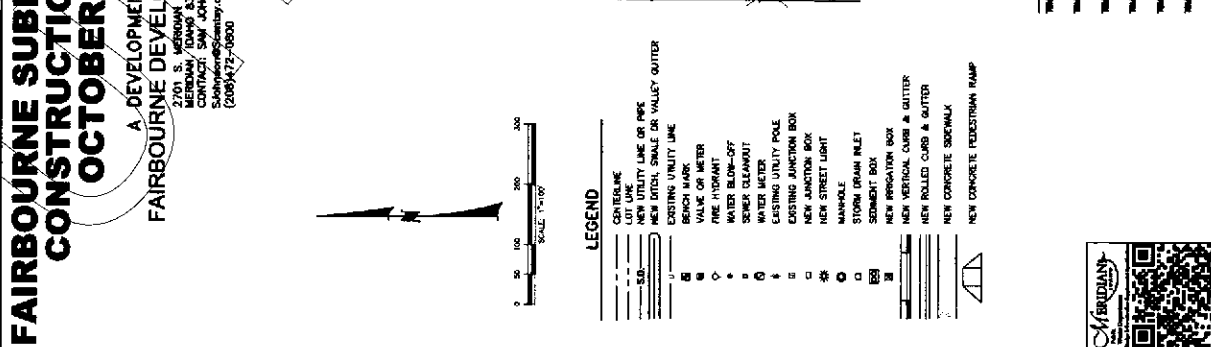
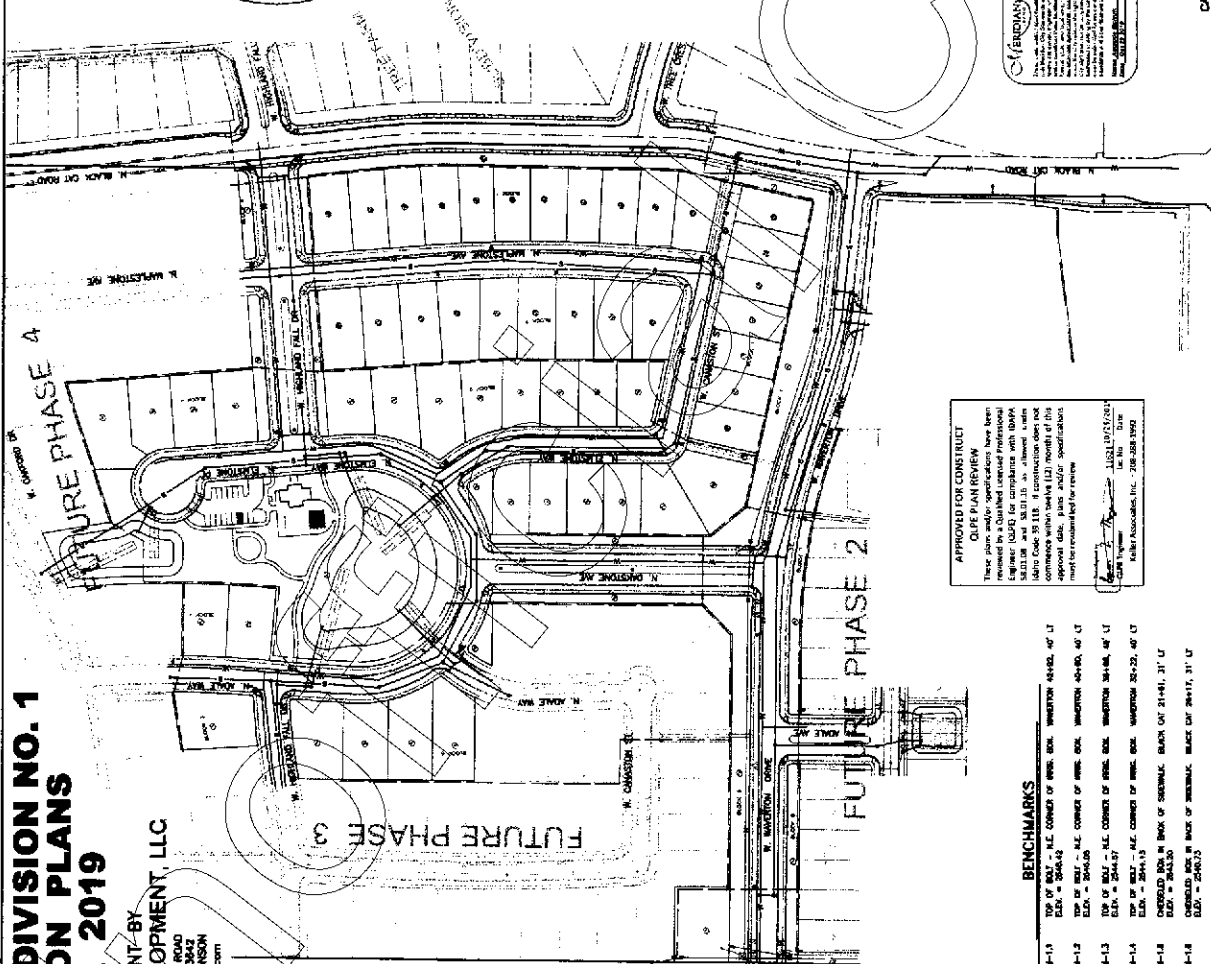
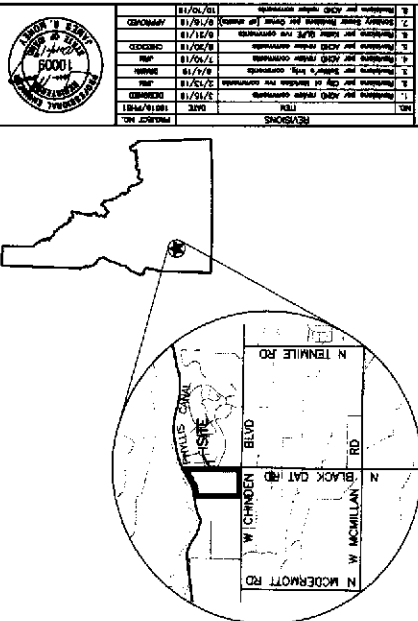
Appendix B

Facilities Design Plans

Unofficial Copy

2701 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83842
CONTACT: SAM JOHNSON
S.Johnson@Sciency.com
(208) 472-0800

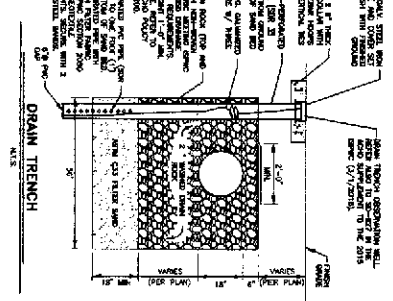
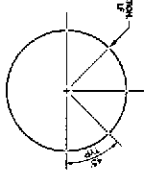
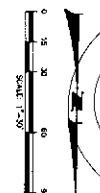
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2805 S. MICHIGAN ROAD
MERRILL, IDAHO 83441
For 888-888-0323
email: Money@CSurvey.net

FAIRBOURNE SUBDIVISION NO. 1	CONSTRUCTION PLANS	TITLE SHEET	10/11/2018
			DRAWING NUMBER: P11-00011 SHEET NO. 1 OF 38

UKT 17 2019



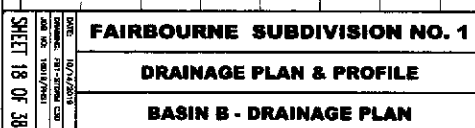
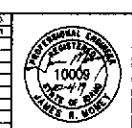
- NOTE: ACID IS NOW REMOVING ELECTRIC WARRERS ON EACH CORNER OF THE BRAN TRENCH FACILITIES. ELECTRIC WARRERS SHALL BE PROVIDED BY ACID AND INSTALLED BY THE CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH ACID INSPECTION DURING CONSTRUCTION.

PIPE PERFORATING
SCHEDULE

Street Construction

POND LAYOUT TABLE			
POINT	STATION	HEIGHT	FINISH
1	1+00.00	10.00	10.00
2	1+10.00	10.00	10.00
3	1+20.00	10.00	10.00
4	1+30.00	10.00	10.00
5	1+40.00	10.00	10.00
6	1+50.00	10.00	10.00
7	1+60.00	10.00	10.00
8	1+70.00	10.00	10.00
9	1+80.00	10.00	10.00
10	1+90.00	10.00	10.00
11	2+00.00	10.00	10.00
12	2+10.00	10.00	10.00
13	2+20.00	10.00	10.00
14	2+30.00	10.00	10.00
15	2+40.00	10.00	10.00
16	2+50.00	10.00	10.00
17	2+60.00	10.00	10.00
18	2+70.00	10.00	10.00
19	2+80.00	10.00	10.00
20	2+90.00	10.00	10.00
21	3+00.00	10.00	10.00
22	3+10.00	10.00	10.00
23	3+20.00	10.00	10.00
24	3+30.00	10.00	10.00
25	3+40.00	10.00	10.00
26	3+50.00	10.00	10.00
27	3+60.00	10.00	10.00
28	3+70.00	10.00	10.00
29	3+80.00	10.00	10.00
30	3+90.00	10.00	10.00
31	4+00.00	10.00	10.00
32	4+10.00	10.00	10.00
33	4+20.00	10.00	10.00
34	4+30.00	10.00	10.00
35	4+40.00	10.00	10.00
36	4+50.00	10.00	10.00
37	4+60.00	10.00	10.00
38	4+70.00	10.00	10.00
39	4+80.00	10.00	10.00
40	4+90.00	10.00	10.00
41	5+00.00	10.00	10.00
42	5+10.00	10.00	10.00
43	5+20.00	10.00	10.00
44	5+30.00	10.00	10.00
45	5+40.00	10.00	10.00
46	5+50.00	10.00	10.00
47	5+60.00	10.00	10.00
48	5+70.00	10.00	10.00
49	5+80.00	10.00	10.00
50	5+90.00	10.00	10.00
51	6+00.00	10.00	10.00
52	6+10.00	10.00	10.00
53	6+20.00	10.00	10.00
54	6+30.00	10.00	10.00
55	6+40.00	10.00	10.00
56	6+50.00	10.00	10.00
57	6+60.00	10.00	10.00
58	6+70.00	10.00	10.00
59	6+80.00	10.00	10.00
60	6+90.00	10.00	10.00
61	7+00.00	10.00	10.00
62	7+10.00	10.00	10.00
63	7+20.00	10.00	10.00
64	7+30.00	10.00	10.00
65	7+40.00	10.00	10.00
66	7+50.00	10.00	10.00
67	7+60.00	10.00	10.00
68	7+70.00	10.00	10.00
69	7+80.00	10.00	10.00
70	7+90.00	10.00	10.00
71	8+00.00	10.00	10.00
72	8+10.00	10.00	10.00
73	8+20.00	10.00	10.00
74	8+30.00	10.00	10.00
75	8+40.00	10.00	10.00
76	8+50.00	10.00	10.00
77	8+60.00	10.00	10.00
78	8+70.00	10.00	10.00
79	8+80.00	10.00	10.00
80	8+90.00	10.00	10.00
81	9+00.00	10.00	10.00

REVISIONS			PROJECT NO.
NO.	ITEM	DATE	15019/7/87
1.	Revisions per ACHD review comments	3/15/18	DONE
2.	Revisions per City of Waterloo r/s comments	2/13/18	JLU
3.	Revisions per Suttler's Imp. comments	6/4/18	DPH/PI
4.	Revisions per ACHD review comments	7/10/18	JLU
5.	Revisions per ACHD review comments	8/20/19	CHECKED
6.	Revisions per Easter GLUPC r/s comments	8/21/18	
7.	Sanitary Sewer Revisions per Owner (all sheets)	8/16/18	APPROVED
8.	Revisions per Engineer	10/10/18	



CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

2663 S. MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208)688-4312
Fax: 208-688-0323
email: JMoney@CrSSurvey.net

BOURNE SUBDIVISION NO. 1
DRAINAGE PLAN & PROFILE
N C DRAINAGE PLAN/SECTION D-D

CIVIL SURVEY CONSULTANTS, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
2803 S. MIDLAND ROAD
MIDLAND, TEXAS 79704
(202) 288-4512
Fax 288-0323
email: JMonte@CIVILSURVEY.NET

	01/03/01	02/03/01	03/03/01	04/03/01	05/03/01	06/03/01	07/03/01	08/03/01	09/03/01	10/03/01	11/03/01	12/03/01	13/03/01	14/03/01	15/03/01	16/03/01	17/03/01	18/03/01	19/03/01	20/03/01	21/03/01	22/03/01	23/03/01	24/03/01	25/03/01	26/03/01	27/03/01	28/03/01	29/03/01	30/03/01	31/03/01	01/04/01	02/04/01	03/04/01	04/04/01	05/04/01	06/04/01	07/04/01	08/04/01	09/04/01	10/04/01	11/04/01	12/04/01	13/04/01	14/04/01	15/04/01	16/04/01	17/04/01	18/04/01	19/04/01	20/04/01	21/04/01	22/04/01	23/04/01	24/04/01	25/04/01	26/04/01	27/04/01	28/04/01	29/04/01	30/04/01	01/05/01	02/05/01	03/05/01	04/05/01	05/05/01	06/05/01	07/05/01	08/05/01	09/05/01	10/05/01	11/05/01	12/05/01	13/05/01	14/05/01	15/05/01	16/05/01	17/05/01	18/05/01	19/05/01	20/05/01	21/05/01	22/05/01	23/05/01	24/05/01	25/05/01	26/05/01	27/05/01	28/05/01	29/05/01	30/05/01	31/05/01	01/06/01	02/06/01	03/06/01	04/06/01	05/06/01	06/06/01	07/06/01	08/06/01	09/06/01	10/06/01	11/06/01	12/06/01	13/06/01	14/06/01	15/06/01	16/06/01	17/06/01	18/06/01	19/06/01	20/06/01	21/06/01	22/06/01	23/06/01	24/06/01	25/06/01	26/06/01	27/06/01	28/06/01	29/06/01	30/06/01	01/07/01	02/07/01	03/07/01	04/07/01	05/07/01	06/07/01	07/07/01	08/07/01	09/07/01	10/07/01	11/07/01	12/07/01	13/07/01	14/07/01	15/07/01	16/07/01	17/07/01	18/07/01	19/07/01	20/07/01	21/07/01	22/07/01	23/07/01	24/07/01	25/07/01	26/07/01	27/07/01	28/07/01	29/07/01	30/07/01	31/07/01	01/08/01	02/08/01	03/08/01	04/08/01	05/08/01	06/08/01	07/08/01	08/08/01	09/08/01	10/08/01	11/08/01	12/08/01	13/08/01	14/08/01	15/08/01	16/08/01	17/08/01	18/08/01	19/08/01	20/08/01	21/08/01	22/08/01	23/08/01	24/08/01	25/08/01	26/08/01	27/08/01	28/08/01	29/08/01	30/08/01	31/08/01	01/09/01	02/09/01	03/09/01	04/09/01	05/09/01	06/09/01	07/09/01	08/09/01	09/09/01	10/09/01	11/09/01	12/09/01	13/09/01	14/09/01	15/09/01	16/09/01	17/09/01	18/09/01	19/09/01	20/09/01	21/09/01	22/09/01	23/09/01	24/09/01	25/09/01	26/09/01	27/09/01	28/09/01	29/09/01	30/09/01	01/10/01	02/10/01	03/10/01	04/10/01	05/10/01	06/10/01	07/10/01	08/10/01	09/10/01	10/10/01	11/10/01	12/10/01	13/10/01	14/10/01	15/10/01	16/10/01	17/10/01	18/10/01	19/10/01	20/10/01	21/10/01	22/10/01	23/10/01	24/10/01	25/10/01	26/10/01	27/10/01	28/10/01	29/10/01	30/10/01	31/10/01	01/11/01	02/11/01	03/11/01	04/11/01	05/11/01	06/11/01	07/11/01	08/11/01	09/11/01	10/11/01	11/11/01	12/11/01	13/11/01	14/11/01	15/11/01	16/11/01	17/11/01	18/11/01	19/11/01	20/11/01	21/11/01	22/11/01	23/11/01	24/11/01	25/11/01	26/11/01	27/11/01	28/11/01	29/11/01	30/11/01	01/12/01	02/12/01	03/12/01	04/12/01	05/12/01	06/12/01	07/12/01	08/12/01	09/12/01	10/12/01	11/12/01	12/12/01	13/12/01	14/12/01	15/12/01	16/12/01	17/
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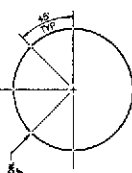
SEEPAGE BED CONTROL - SECTION D-D

DESCRIPTION	SECTION LINE STATION	CONTROL LINE STATION
CHURN 350 ROW OFFSET SEAF	3+00.00	3+00.00
B/CN SPACED BED	4+15.87	4+15.87
END SPACED BED	4+24.11	4+24.11
B/CN SPACED BED	4+38.87	4+38.87
CHURN 350 ROW OFFSET SEAF	4+52.50	4+52.50

[illegible]

POND LAYOUT TABLE				FINISHES	
POINT	ST	ST/TH	DO	OFFSET	FINISH
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
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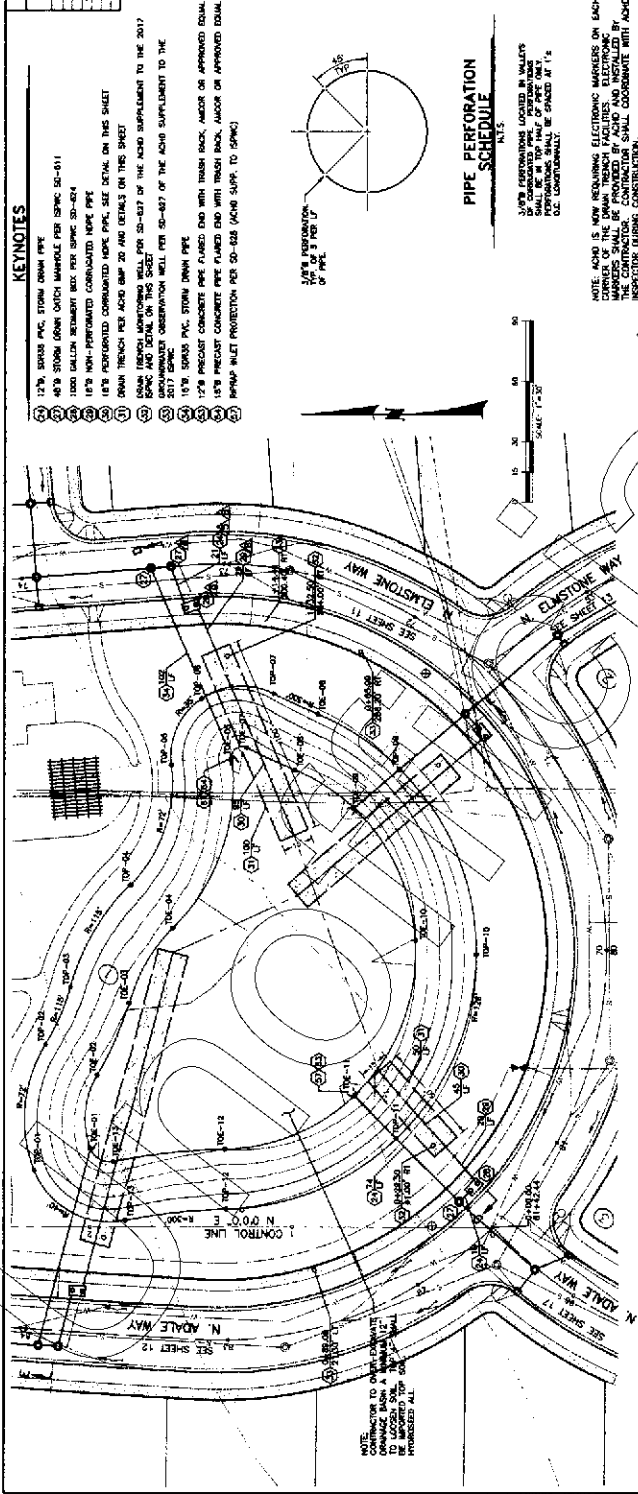
STORMWATER RETENTION BASIN: C
OVERALL DRAINAGE AREA=19.69 AC
VOLUME (V100)= 33,150 CF (30,145 REQ'D)
MAX. AVG. DEPTH = 2.5 FT



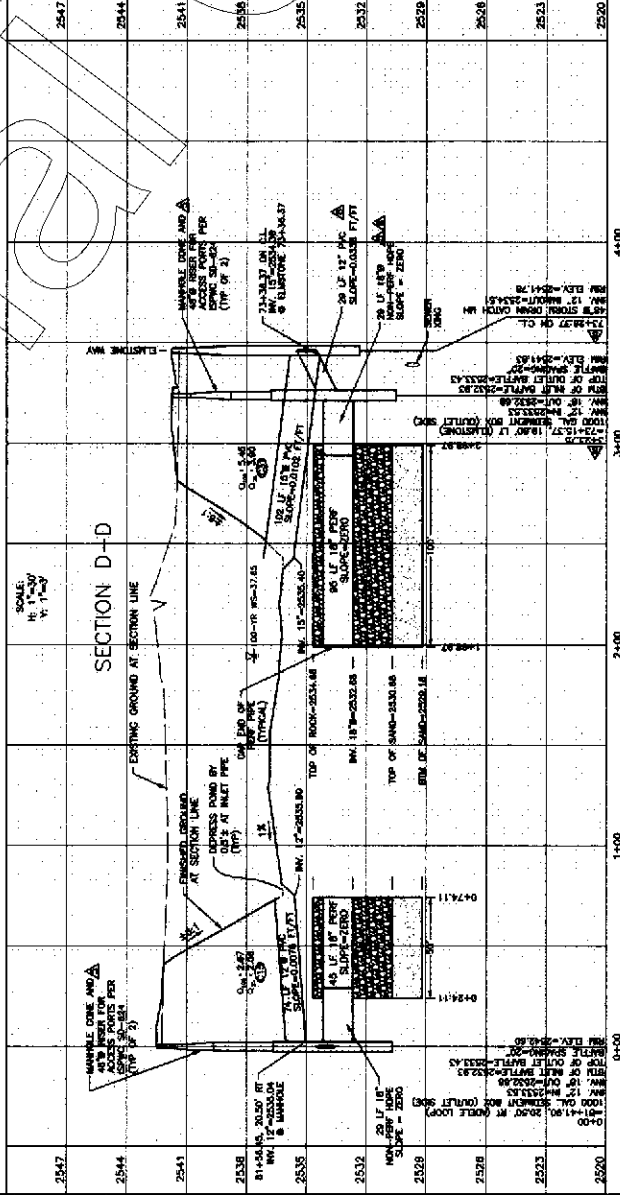
**PIPE PERFORATION
SCHEDULE**

ALL TRENCH MARKERS LOCATED IN VALLEYS
OR CORRELATED PIPE PERTURBATIONS
SHALL BE IN TOP HALF OF PIPE ONLY.
PERTURBATIONS SHALL BE SPACED AT 1'±
O.C. LONGITUDINALLY.

NOTE: ACHD IS NOW REQUIRING ELECTRONIC MARKERS ON EACH CORNER OF THE DRAIN TRENCH FACILITIES. ELECTRONIC MARKERS SHALL BE PROVIDED BY ACHD AND INSTALLED BY THE CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH ACHD INSPECTOR DURING CONSTRUCTION.



SECTION D-D



THE BOTTOM OF SAME ELEVATION SHOWS THE DESIGN EXCAVATION DEPTH. SLOPE AT DESIGN DEPTH SHOULD BE DRAINED WITH COMBES. THE ENGINEER SHALL GO ON SITE DURING EXCAVATION. CONTACT THE ENGINEER 48 HOURS PRIOR TO CONSTRUCTION OF INFILTRATION FACILITY. CONTACT THE ENGINEER IMMEDIATELY IF GRADEWATER IS ENCOUNTERED IN ANY EXCAVATION WITHIN 75-FEET OF THE BOTTOM DESIGN ELEVATION OF THE INFILTRATION FACILITY. THE FACILITY SHALL BE CONSTRUCTED WITHIN 15-DAYS OF THE DATE THE FACILITY IS FULL EXCAVATED. CONTACT AGO FOR INSPECTION PRIOR TO BACKFILL.

NO GROUNDWATER OBSERVED
TO ELEVATION 2526.7.
GROUNDWATER MONITORING BY
CSC. SOILS ANALYSIS BY MTL.
REPORT DATED NOV. 13, 2017

SEEPAGE BED CONTROL - SECTION E-E

[illegible]

Plans Are Accepted For Public Street Construction

- 20 DRAIN TRENCH PER ACHD MAP 30 AND DETAILS ON THIS SHEET
- 21 DRAIN TRENCH WORKING WELL PER SD-227 OF THE ACHD SUPPLEMENT TO THE 2017 SPEC
- 22 GROUNDWATER OBSERVATION WELL PER SD-437 OF THE ACHD SUPPLEMENT TO THE 2017 SPEC
- 23 15% SLOPS P.A.C. STORM DRAIN PIPE
- 24 21% SLOPS P.A.C. STORM DRAIN PIPE
- 25 15% PRECAST CONCRETE PIPE FLARED END WITH TRASH RACK, AMOUNT OF APPROVED EQUAL
- 26 21% PRECAST CONCRETE PIPE FLARED END WITH TRASH RACK, AMOUNT OF APPROVED EQUAL
- 27 REINFORCED CONCRETE PIPE PER SD-408 (ACHD SLOPS TO SD-503)

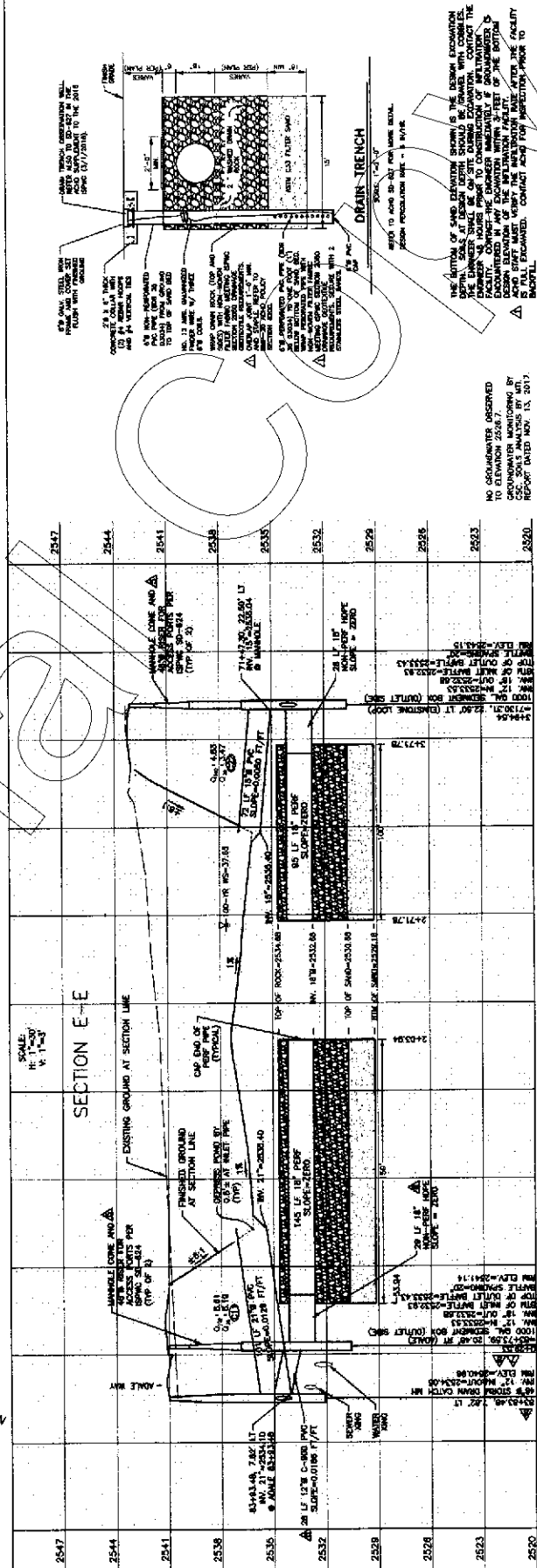
PIPE PERFORATION SCHEDULE

1/8" PERFORATIONS LOCATED IN VALLEYS
OF CORRUGATED PIPE. PERFORATIONS
SHALL BE IN TOP HALF OF PIPE ONLY.
PERFORATIONS SHALL BE SPACED AT 1' &
LONGITUDINALLY.

NOTE: ACID IS NOW REQUIRING ELECTRONIC MARKERS ON EACH CORNER OF THE DRAIN TRENCH FACILITIES. ELECTRONIC MARKERS SHALL BE PROVIDED BY ACID AND INSTALLED BY THE CONTRACTOR. CONTRACTOR SHALL COORDINATE WITH ACID INTERSECTIONS OF HIGHWAY CONSTRUCTION.

STORMWATER RETENTION BASIN C
OVERALL DRAINAGE AREA=19.69 AC
VOLUME (V100)= 32,150 OF (30,145 REQ'D)
MAX. AVG. DEPTH = 2.5 FT

DATE: 10/24/2014	PROJECT: 981 - 1st Ave. CDR
FAIRBOURNE SUBDIVISION NO. 1	1811/1/PROJ1
DRAINAGE PLAN & PROFILE	
BASIN C DRAINAGE PLAN/SECTION E-E	



Appendix C

Final Plats and Easements

Unofficial Copy

PK 111 Pg 16204

FAIRBOURNE SUBDIVISION NO. 1

BEING A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/2 OF THE SW 1/4 OF SECTION 22 TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO

FAIRBOURNE DEVELOPMENT, LLC.

2020

CPL# 100-001987
E 1/16
100-001987

SE 1/16
CPL# 100-001987
2018-03-04-18

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

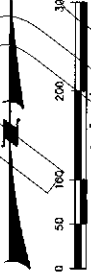
RECORD OF SURVEY
NO. 1436

RECORD OF SURVEY
NO. 1436

SHEET 3

SHEET 4

SHEET 2



- LEGEND**
- SUBDIVISION BOUNDARY
 - SET 5/8" X 24" IRON PIN WITH PLS 18780
 - PLASTIC CAP
 - FOUND 5/8" IRON PIN WITH PLS 5082
 - PLASTIC CAP OR AS NOTED
 - FOUND 1/2" IRON PIN WITH PLS 5082
 - FOUND ALUMINUM CAP MONUMENT
 - FOUND BRASS CAP MONUMENT
 - SET 1/2" X 24" IRON PIN WITH PLS 18780
 - PLASTIC CAP
 - W.C.
 - SECTION CORNER
 - UNPLATTED
 - STREET CENTERLINE
 - LOT LINE
 - EXISTING LOT LINE
 - EASEMENT LINE
 - THE LINE

SEE SHEET 5 FOR CURVE
AND LINE DATA TABLES
SEE SHEET 2 FOR
PLAT NOTES

RECORD OF SURVEY
NO. 246



CIVIL SURVEY CONSULTANTS, INC.
2003 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208) 488-4372

RECORD OF SURVEY
NO. 2105

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

PLATTED

BK 119 Pg 1830

FAIRBOURNE SUBDIVISION NO. 1

BEING A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/2 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
FAIRBOURNE DEVELOPMENT, LLC.
2020

SHEET 3

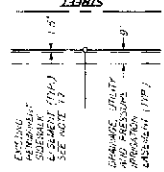
SHEET 4

SEE SHEET 5 FOR CURVE
AND LINE DATA TABLES

LEGEND

- SUBDIVISION BOUNDARY
- SET 5/8"=24" FROM PIN WITH PLS 161200
- PLASTIC CAP
- FOUND 5/8" IRON PIN WITH PLS 161200
- PLASTIC CAP OR AS NOTED
- FOUND 1/2" IRON PIN WITH PLS 161200
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET 1/8"=24" FROM PIN WITH PLS 161200
- PLASTIC CAP
- CALCULATED MONUMENT, NOTHING SET
- W.C.
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- THE LINE

STREET EASEMENT DETAIL



CIVIL SURVEY CONSULTANTS, INC.
2803 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83402
(208) 686-0116

PLAT NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN.
2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
3. REFERENCE RECORDS OF SURVEY FOR 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 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BK 14 Pg 1831

FAIRBOURNE SUBDIVISION NO. 1

BEING A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/2 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
FAIRBOURNE DEVELOPMENT, LLC.
2020



LEGEND

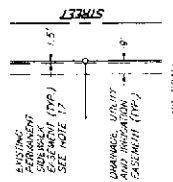
- SUBDIVISION BOUNDARY
- SET 5/8" X 24" IRON PIN WITH PLS 18780 PLASTIC CAP
- FOUND 5/8" IRON PIN WITH PLS 2002 PLASTIC CAP OR AS NOTED
- FOUND 1/2" IRON PIN AS NOTED
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET 1 1/2" X 4" IRON PIN WITH PLS 18780 PLASTIC CAP
- CALCULATED POINT, NOTHING SET
- M.C. MINNESOTA CORNER
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- IR. LINE

SEE SHEET 5 FOR CURVE AND LINE DATA TABLES
SEE SHEET 2 FOR PLAT NOTES

SHEET 2

SHEET 4

STREET EASEMENT
DETAIL



CIVIL SURVEY CONSULTANTS, INC.
2803 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208) 888-4312



EX 14 13-13212

FAIRBOURNE SUBDIVISION NO. 1

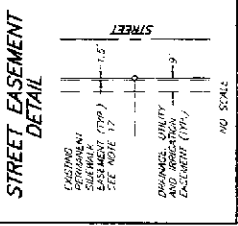
BEING A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/2 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO
FAIRBOURNE DEVELOPMENT, LLC.

2020



LEGEND

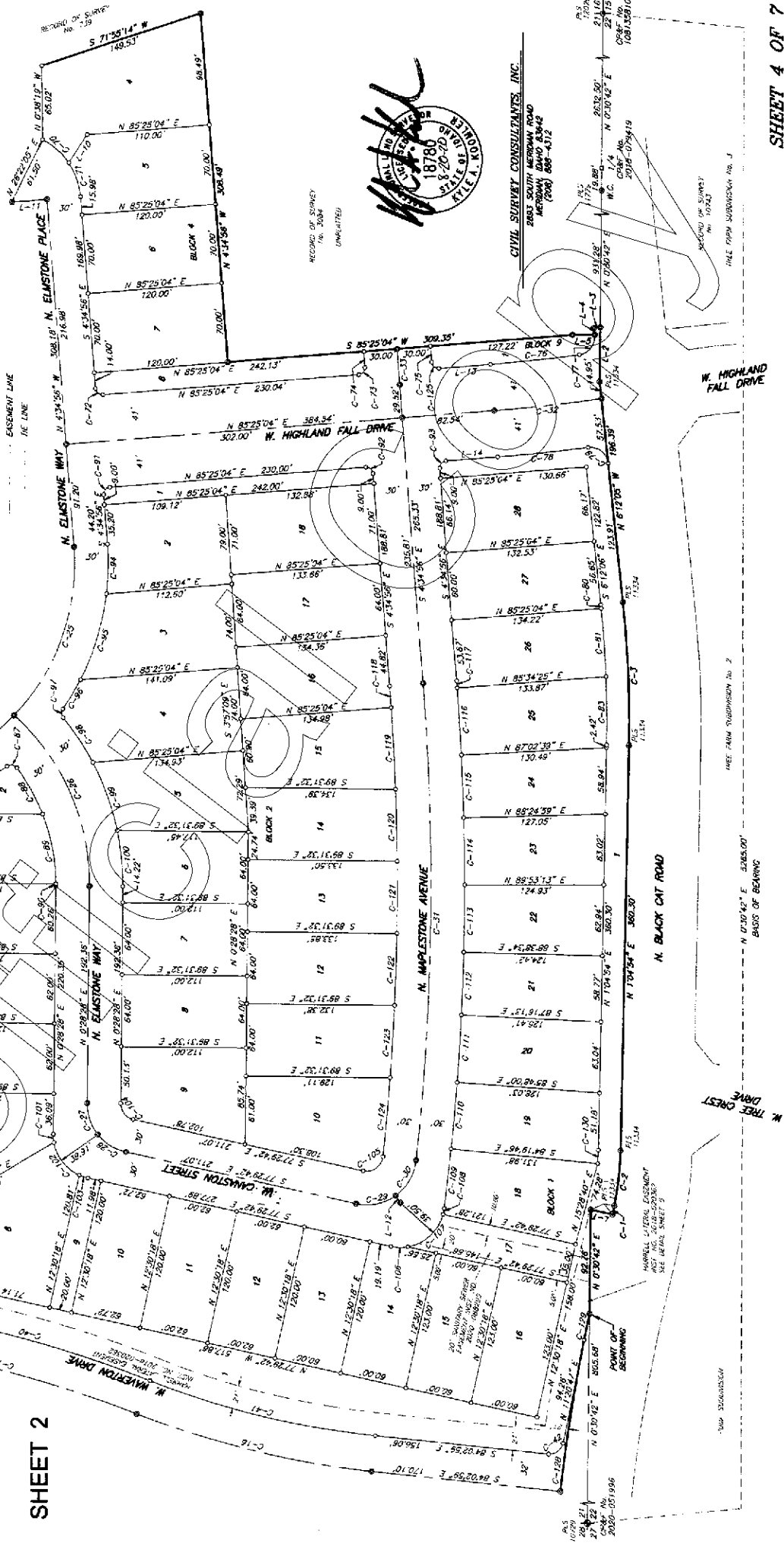
- SUBDIVISION BOUNDARY
- SET 5/8" x 24" IRON PIN WITH PLS 18780
- FOUND 5/8" IRON PIN WITH PLS 18780
- PLASTIC CAP OR PLAS NOTED
- FOUND 1/2" IRON PIN AS NOTED
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET 1/2" x 24" IRON PIN WITH PLS 18780
- PLASTIC CAP
- CALCULATED POINT, NOTHING SET
- W.C. WITNESS CORNER
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- EASEMENT LINE



SHEET 3

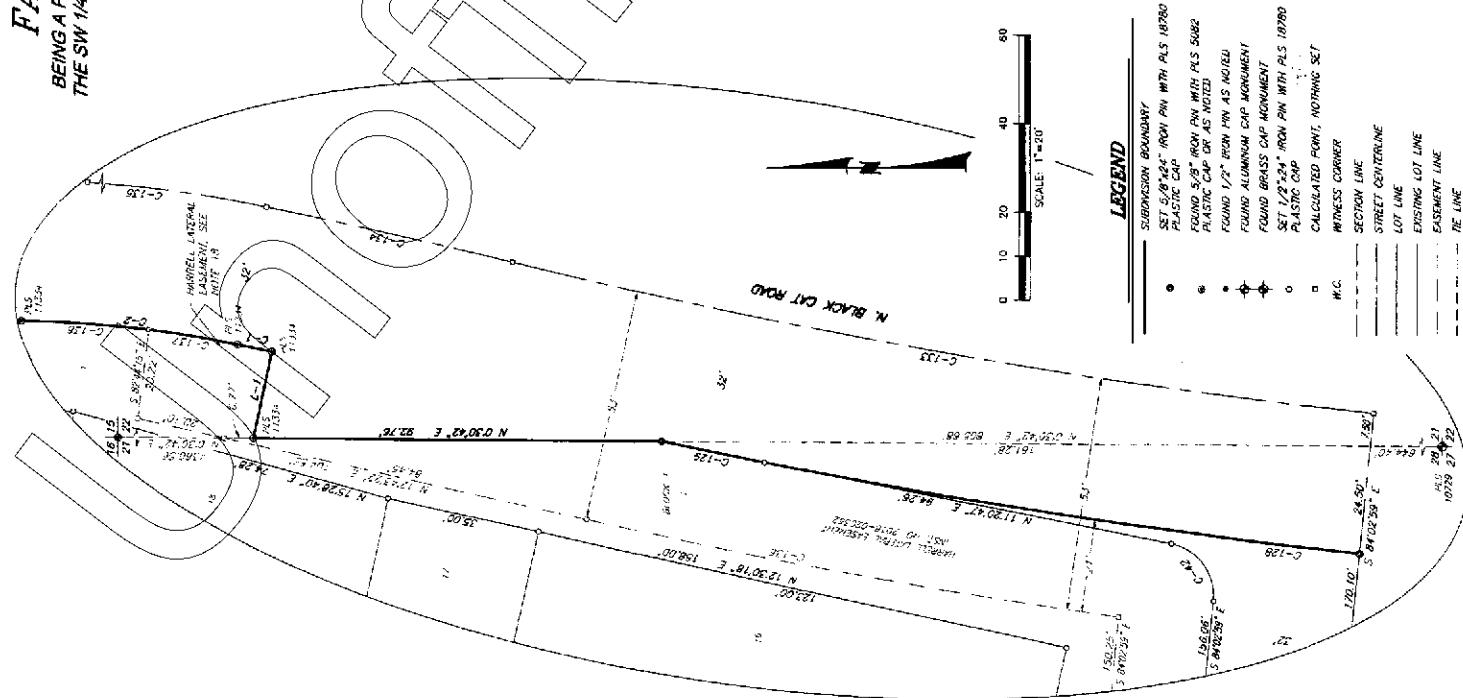
SEE SHEET 5 FOR CURVE AND LINE DATA TABLES
SEE SHEET 2 FOR PLAT NOTES

SHEET 2



FAIRBOURNE SUBDIVISION NO. 1
A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF MERIDIAN, ADA COUNTY, IDAHO
FAIRBOURNE DEVELOPMENT, LLC.
2020

BEING A PORTION OF THE E 1/2 OF THE SE 1/4 OF SECTION 21, AND THE W 1/2 OF
THE SW 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN;
CITY OF MERIDIAN, ADA COUNTY, IDAHO
FAIRBOURNE DEVELOPMENT, LLC.



CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRING
C-1	0.1839"	1488.93	3.96	3.96	7.48	0.0000
C-2	0.1839"	1488.93	3.96	3.96	7.48	0.0000
C-3	9.1839"	1000.00	12.57	12.57	25.13	0.0000
C-4	2.6621"	1380.00	70.78	35.40	70.78	0.0000
C-5	5.0831"	550.00	29.06	14.54	29.06	0.0000
C-6	5.5339"	1950.00	189.26	94.70	189.18	0.0000
C-7	2.109448"	948.00	34.88	17.95	34.90	0.0000
C-8	1.937880"	1000.00	25.13	12.57	25.13	0.0000
C-9	1.937880"	850.00	25.13	12.57	25.13	0.0000
C-10	885.0000"	16.00	24.71	15.39	24.33	0.0000
C-11	5.5621"	1537.00	102.67	55.86	105.65	0.0000
C-12	19.0528"	114.00	37.98	19.17	38.19	0.0000
C-13	19.0528"	114.00	20.65	14.48	20.65	0.0000
C-14	19.0528"	114.00	20.65	14.48	20.65	0.0000
C-15	1.453618"	1532.00	21.57	11.84	21.63	0.0000
C-16	1.453618"	800.00	21.57	11.84	21.63	0.0000
C-17	22.85362"	200.00	98.76	43.84	98.19	0.0000
C-18	7.95139"	200.00	98.76	43.84	98.19	0.0000
C-19	7.95139"	1494.00	8.24	4.12	8.24	0.0000
C-20	4.45372"	1800.00	149.28	68.75	149.28	0.0000
C-21	4.45372"	1800.00	149.28	68.75	149.28	0.0000
C-22	4.45372"	1800.00	149.28	68.75	149.28	0.0000
C-23	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-24	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-25	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-26	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-27	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-28	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-29	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-30	45.31068"	193.00	153.33	80.97	149.33	0.0000
C-31	10.35181"	2208.00	37.87	20.04	38.58	0.0000
C-32	3.45181"	1423.00	90.53	212.94	424.07	0.0000
C-33	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-34	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-35	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-36	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-37	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-38	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-39	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-40	3.45181"	1423.00	90.53	48.28	98.51	0.0000
C-41	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-42	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-43	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-44	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-45	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-46	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-47	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-48	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-49	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-50	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-51	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-52	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-53	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-54	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-55	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-56	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-57	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-58	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-59	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-60	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-61	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-62	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-63	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-64	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-65	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-66	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-67	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-68	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-69	15.37418"	1087.00	113.96	216.34	248.80	0.0000
C-70	15.37418"	1087.00	113.96	216.34	248.80	0.0000

CURVE DATA					CHORD DATA		CHORD BRG.	
CURVE	DELTA	RADIUS	TANGENT	CHORD	CHORD	CHORD	CHORD BRG.	
C-1	10.0000	6.00	6.92	6.92	6.92	6.92	6.92	
C-2	20.0000	12.00	13.84	13.84	13.84	13.84	13.84	
C-3	30.0000	18.00	20.76	20.76	20.76	20.76	20.76	
C-4	40.0000	24.00	27.68	27.68	27.68	27.68	27.68	
C-5	50.0000	30.00	34.60	34.60	34.60	34.60	34.60	
C-6	60.0000	36.00	41.52	41.52	41.52	41.52	41.52	
C-7	70.0000	42.00	48.44	48.44	48.44	48.44	48.44	
C-8	80.0000	48.00	55.36	55.36	55.36	55.36	55.36	
C-9	90.0000	54.00	62.28	62.28	62.28	62.28	62.28	
C-10	100.0000	60.00	69.20	69.20	69.20	69.20	69.20	
C-11	110.0000	66.00	76.12	76.12	76.12	76.12	76.12	
C-12	120.0000	72.00	83.04	83.04	83.04	83.04	83.04	
C-13	130.0000	78.00	89.96	89.96	89.96	89.96	89.96	
C-14	140.0000	84.00	96.88	96.88	96.88	96.88	96.88	
C-15	150.0000	90.00	103.80	103.80	103.80	103.80	103.80	
C-16	160.0000	96.00	110.72	110.72	110.72	110.72	110.72	
C-17	170.0000	102.00	117.64	117.64	117.64	117.64	117.64	
C-18	180.0000	108.00	124.56	124.56	124.56	124.56	124.56	
C-19	190.0000	114.00	131.48	131.48	131.48	131.48	131.48	
C-20	200.0000	120.00	138.40	138.40	138.40	138.40	138.40	
C-21	210.0000	126.00	145.32	145.32	145.32	145.32	145.32	
C-22	220.0000	132.00	152.24	152.24	152.24	152.24	152.24	
C-23	230.0000	138.00	159.16	159.16	159.16	159.16	159.16	
C-24	240.0000	144.00	166.08	166.08	166.08	166.08	166.08	
C-25	250.0000	150.00	173.00	173.00	173.00	173.00	173.00	
C-26	260.0000	156.00	179.92	179.92	179.92	179.92	179.92	
C-27	270.0000	162.00	186.84	186.84	186.84	186.84	186.84	
C-28	280.0000	168.00	193.76	193.76	193.76	193.76	193.76	
C-29	290.0000	174.00	200.68	200.68	200.68	200.68	200.68	
C-30	300.0000	180.00	207.60	207.60	207.60	207.60	207.60	
C-31	310.0000	186.00	214.52	214.52	214.52	214.52	214.52	
C-32	320.0000	192.00	221.44	221.44	221.44	221.44	221.44	
C-33	330.0000	198.00	228.36	228.36	228.36	228.36	228.36	
C-34	340.0000	204.00	235.28	235.28	235.28	235.28	235.28	
C-35	350.0000	210.00	242.20	242.20	242.20	242.20	242.20	
C-36	360.0000	216.00	249.12	249.12	249.12	249.12	249.12	
C-37	370.0000	222.00	256.04	256.04	256.04	256.04	256.04	
C-38	380.0000	228.00	262.96	262.96	262.96	262.96	262.96	
C-39	390.0000	234.00	269.88	269.88	269.88	269.88	269.88	
C-40	400.0000	240.00	276.80	276.80	276.80	276.80	276.80	
C-41	410.0000	246.00	283.72	283.72	283.72	283.72	283.72	
C-42	420.0000	252.00	290.64	290.64	290.64	290.64	290.64	
C-43	430.0000	258.00	297.56	297.56	297.56	297.56	297.56	
C-44	440.0000	264.00	304.48	304.48	304.48	304.48	304.48	
C-45	450.0000	270.00	311.40	311.40	311.40	311.40	311.40	
C-46	460.0000	276.00	318.32	318.32	318.32	318.32	318.32	
C-47	470.0000	282.00	325.24	325.24	325.24	325.24	325.24	
C-48	480.0000	288.00	332.16	332.16	332.16	332.16	332.16	
C-49	490.0000	294.00	339.08	339.08	339.08	339.08	339.08	
C-50	500.0000	300.00	346.00	346.00	346.00	346.00	346.00	
C-51	510.0000	306.00	352.92	352.92	352.92	352.92	352.92	
C-52	520.0000	312.00	359.84	359.84	359.84	359.84	359.84	
C-53	530.0000	318.00	366.76	366.76	366.76	366.76	366.76	
C-54	540.0000	324.00	373.68	373.68	373.68	373.68	373.68	
C-55	550.0000	330.00	380.60	380.60	380.60	380.60	380.60	
C-56	560.0000	336.00	387.52	387.52	387.52	387.52	387.52	
C-57	570.0000	342.00	394.44	394.44	394.44	394.44	394.44	
C-58	580.0000	348.00	401.36	401.36	401.36	401.36	401.36	
C-59	590.0000	354.00	408.28	408.28	408.28	408.28	408.28	
C-60	600.0000	360.00	415.20	415.20	415.20	415.20	415.20	
C-61	610.0000	366.00	422.12	422.12	422.12	422.12	422.12	
C-62	620.0000	372.00	429.04	429.04	429.04	429.04	429.04	
C-63	630.0000	378.00	435.96	435.96	435.96	435.96	435.96	
C-64	640.0000	384.00	442.88	442.88	442.88	442.88	442.88	
C-65	650.0000	390.00	449.80	449.80	449.80	449.80	449.80	
C-66	660.0000	396.00	456.72	456.72	456.72	456.72	456.72	
C-67	670.0000	402.00	463.64	463.64	463.64	463.64	463.64	
C-68	680.0000	408.00	470.56	470.56	470.56	470.56	470.56	
C-69	690.0000	414.00	477.48	477.48	477.48	477.48	477.48	
C-70	700.0000	420.00	484.40	484.40	484.40	484.40	484.40	
C-71	710.0000	426.00	491.32	491.32	491.32	491.32	491.32	
C-72	720.0000	432.00	498.24	498.24	498.24	498.24	498.24	
C-73	730.0000	438.00	505.16	505.16	505.16	505.16	505.16	
C-74	740.0000	444.00	512.08	512.08	512.08	512.08	512.08	
C-75	750.0000	450.00	519.00	519.00	519.00	519.00	519.00	
C-76	760.0000	456.00	525.92	525.92	525.92	525.92	525.92	
C-77	770.0000	462.00	532.84	532.84	532.84	532.84	532.84	
C-78	780.0000	468.00	539.76	539.76	539.76	539.76	539.76	
C-79	790.0000	474.00	546.68	546.68	546.68	546.68	546.68	
C-80	800.0000	480.00	553.60	553.60	553.60	553.60	553.60	
C-81	810.0000	486.00	560.52	560.52	560.52	560.52	560.52	
C-82	820.0000	492.00	567.44	567.44	567.44	567.44	567.44	
C-83	830.0000	498.00	574.36	574.36	574.36	574.36	574.36	
C-84	840.0000	504.00	581.28	581.28	581.28	581.28	581.28	
C-85	850.0000	510.00	588.20	588.20	588.20	588.20	588.20	
C-86	860.0000	516.00	595.12	595.12	595.12	595.12	595.12	
C-87	870.0000	522.00	602.04	602.04	602.04	602.04	602.04	
C-88	880.0000	528.00	608.96	608.96	608.96	608.96	608.96	
C-89	890.0000	534.00	615.88	615.88	615.88	615.88	615.88	
C-90	900.0000	540.00	622.80	622.80	622.80	622.80	622.80	
C-91	910.0000	546.00	629.72	629.72	629.72	629.72	629.72	
C-92	920.0000	552.00	636.64	636.64	636.64	636.64	636.64	
C-93	930.0000	558.00	643.56	643.56	643.56	643.56	643.56	
C-94	940.0000	564.00	650.48	650.48	650.48	650.48	650.48	
C-95	950.0000	570.00	657.40	657.40	657.40	657.40	657.40	
C-96	960.0000	576.00	664.32	664.32	664.32	664.32	664.32	
C-97	970.0000	582.00	671.24	671.24	671.24	671.24	671.24	
C-98	980.0000	588.00	678.16	678.16	678.16	678.16	678.16	
C-99	990.0000	594.00	685.08	685.08	685.08	685.08	685.08	
C-100	1000.0000	600.00	692.00	692.00	692.00	692.00	692.00	
C-101	1010.0000	606.00	698.92	698.92	698.92	698.92	698.92	
C-102	1020.0000	612.00	705.84	705.84	705.84	705.84	705.84	
C-103	1030.0000	618.00	712.76	712.76	712.76	712.76	712.76	
C-104	1040.0000	624.00	719.68	719.68	719.68	719.68	719.68	
C-105	1050.0000	630.00	726.60	726.60	726.60	726.60	726.60	
C-106	1060.0000	636.00	733.52	733.52	733.52	733.52	733.52	
C-107	1070.0000	642.00	740.44	740.44	740.44	740.44	740.44	
C-108	1080.0000	648.00	747.36	747.36	747.36	747.36	747.36	
C-109	1090.0000	654.00	754.28	754.28	754.28	754.28	754.28	
C-110	1100.0000	660.00	761.20	761.20	761.20	761.20	761.20	
C-111	1110.0000	666.00	768.12	768.12	768.12	768.12	768.12	
C-112	1120.0000	672.00	775.04	775.04	775.04	775.04	775.04	
C-113	1130.0000	678.00	781.96	781.96	781.96	781.96	781.96	
C-114	1140.0000	684.00	788.88	788.88	788.88	788.88	788.88	
C-115	1150.0000	690.00	795.80	795.80	795.80	795.80	795.80	
C-116	1160.0000	696.00	802.72	802.72	802.72	802.72	802.72	
C-117	1170.0000	702.00	809.64	809.64	809.64	809.64	809.64	
C-118	1180.0000	708.00	816.56	816.56	816.56	816.56	816.56	
C-119	1190.0000	714.00	823.48	823.48	823.48	823.48	823.48	
C-120	1200.0000	720.00	830.40	830.40	830.40	830.40	830.40	
C-121	1210.0000	726.00	837.32	837.32	837.32	837.32	837.32	
C-122	1220.0000	732.00	844.24	844.24	844.24	844.24	844.24	
C-123	1230.0000	738.00	851.16	851.16	851.16	851.16	851.16	
C-124	1240.0000	744.00	858.08	858.08	858.08	858.08	858.08	
C-125	1250.0000	750.00	865.00	865.00	865.00	865.00	865.00	
C-126	1260.0000	756.00	871.92	871.92	871.92	871.92	871.92	
C-127	1270.0000	762.00	878.84	878.84	878.84	878.84	878.84	
C-128	1280.0000	768.00	885.76	885.76	885.76	885.76	885.76	
C-129	1290.0000	774.00	892.68	892.68	892.68	892.68	892.68	
C-130	1300.0000	780.00	899.60	899.60	899.60	899.60	899.60	
C-131	1310.0000	786.00	906.52	906.52	906.52	906.52	906.52	
C-132	1320.0000	792.00	913.44	913.44	913.44	913.44	913.44	
C-133	1330.0000	798.00	920.36	920.36	920.36	920.36	920.36	
C-134	1340.0000	804.00	927.28	927.28	927.28	927.28	927.28	
C-135	1350.0000	810.00	934.20	934.20	934.20	934.20	934.20	
C-136	1360.0000	816.00						

LINE		BEARING	DISTANCE
L-1	S	78°53'14" E	20.00
L-2	S	78°53'14" E	20.00
L-3	S	78°53'14" E	4.86
L-4	S	81°40'54" E	5.07
L-5	S	80°16'14" E	20.09
L-6	N	7°28'28" E	21.50
L-7	S	45°32'37" E	28.30
L-8	S	45°32'37" E	28.30
L-9	S	45°32'37" E	28.32
L-10	S	31°11'22" E	29.43
L-11	N	8°25'04" E	31.50
L-12	S	35°29'54" E	7.81
L-13	S	35°29'54" E	48.50
L-14	S	35°29'54" E	48.50
L-15	N	7°28'28" E	5.01
L-16	N	7°28'28" E	14.00
L-17	N	7°28'28" E	52.00
L-18	N	4°53'49" E	20.00
L-19	S	3°22'22" E	20.00

UNIVERSITY

SUBMISSION BOUNDARY
SET 5/8" x 24" IRON PIN WITH PLS 10780
PLASTIC CAP
FOUND 5/8" IRON PIN WITH PLS 5082
PLASTIC CAP OR AS NOTED
FOUND 1/2" IRON PIN AS NOTED
FOUND ALUMINUM CAP MOUNTMENT
FOUND BRASS CAP MOUNTMENT
SET 1/2" x 24" IRON PIN WITH PLS 10780
PLASTIC CAP
CALCULATED POINT, NOTHING SET

W.C. _____ WITNESS CORNER
 _____ SECTION LINE
 _____ STREET CENTERLINE
 _____ LOT LINE
 _____ EXISTING LOT LINE
 _____ EASEMENT LINE
 _____ THE LINE

CIVIL SURVEY CONSULTANTS, INC.

2893 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208) 888-4112

PK 14 18-18314

FAIRBOURNE SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

ALL AND BY THESE PRESENTS, That we, the undersigned, are the Owners of the real property described below in City of Madison, Adams County, Idaho, and we intend to include the following described property in this FAIRBOURNE Subdivision No. 1, a parcel located in the E 1/4 of the SE 1/4 of Section 21 and the W 1/2 of the SW 1/4 of Section 22, Township 4 North, Range 1 West, Boise Madison, City of Madison, Idaho County, Idaho, Idaho, made particularly described as follows:

Commencing at an aluminum cap measuring/marketing the southeasterly corner of said E 1/2 of the SE 1/4, from which a 5/8 inch diameter iron pin marking the northwesterly corner of said Section 21 bears N 0°30'42"E a distance of 285.00 feet; on the westerly right-of-way of Black Cat Road and the right of BEGINNING;

Thence along said westerly right-of-way the following described courses:

Thence curving N 0°30'42"E a distance of 29.78 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary S 78°03'14"E a distance of 30.00 feet to a 5/8 inch diameter iron pin;

Thence a distance of 7.90 feet along the arc of a 148.00 foot radius curve left, said curve having a radius point bearing N 28°21'14"W a central angle of 0°18'39" and a long chord bearing S 11°42'27"E a distance of 7.96 feet to a 5/8 inch diameter iron pin;

Thence a distance of 49.30 feet along the arc of a 268.00 foot radius curve left, said curve having a radius point bearing N 10°35'08" and a long chord bearing N 12°11'10"E a distance of 49.39 feet to a 5/8 inch diameter iron pin;

Thence N 1°04'54"E a distance of 360.30 feet to a 5/8 inch diameter iron pin;

Thence a distance of 127.11 feet along the arc of a 1000.00 foot radius curve left, said curve having a central angle of 7°16'56" and a long chord bearing N 2°23'35"W a distance of 127.03 feet to a 5/8 inch diameter iron pin;

Thence N 6°12'05"W a distance of 196.39 feet to a 5/8 inch diameter iron pin on said easterly boundary of the E 1/2 of the SE 1/4;

Thence N 0°30'42"E along said easterly boundary a distance of 42.88 feet to a 5/8 inch diameter iron pin;

Thence leaving said easterly boundary S 83°47'54"W a distance of 52.88 feet to a 5/8 inch diameter iron pin;

Thence S 6°12'05"E a distance of 5.97 feet to a 5/8 inch diameter iron pin;

Thence S 8°25'04"W a distance of 20.03 feet to a 5/8 inch diameter iron pin;

Thence S 8°25'04"W a distance of 300.55 feet to a 5/8 inch diameter iron pin;

Thence N 4°34'56"W a distance of 306.49 feet to a 5/8 inch diameter iron pin;

Thence S 7°52'14"W a distance of 240.60 feet to a 5/8 inch diameter iron pin;

Thence N 9°16'20"W a distance of 111.14 feet to a 5/8 inch diameter iron pin;

Thence a distance of 70.79 feet along the arc of a 1360.00 foot radius non-tangent curve left, said curve having a radius point bearing S 23°36'27"E a central angle of 2°26'21" and a long chord bearing S 8°43'22"W a distance of 70.78 feet to a 5/8 inch diameter iron pin;

Thence a distance of 29.08 feet along the arc of a 530.00 foot radius curve right, said curve having a central angle of 3°08'31" and a long chord bearing S 6°41'27"W a distance of 29.08 feet to a 5/8 inch diameter iron pin;

Thence a distance of 199.56 feet along the arc of a 1990.00 foot radius non-tangent curve right, said curve having a radius point bearing S 8°50'08"W a central angle of 5°53'39" and a long chord bearing S 12°23'5"E a distance of 199.18 feet to a 5/8 inch diameter iron pin;

Thence N 8°29'02"W a distance of 120.00 feet to a 5/8 inch diameter iron pin;

Thence N 7°01'02"W a distance of 63.02 feet to a 5/8 inch diameter iron pin;

Thence S 8°04'54"W a distance of 87.45 feet to a 5/8 inch diameter iron pin;

Thence S 3°22'22"E a distance of 127.86 feet to a 5/8 inch diameter iron pin;

Thence S 3°09'50"W a distance of 88.11 feet to a 5/8 inch diameter iron pin;

Thence S 0°28'29"W a distance of 291.59 feet to a 5/8 inch diameter iron pin;

Thence S 8°31'12"E a distance of 131.34 feet to a 5/8 inch diameter iron pin;

Thence S 8°31'12"E a distance of 105.13 feet to a 5/8 inch diameter iron pin;

Thence S 8°31'12"E a distance of 30.64 feet to a 5/8 inch diameter iron pin;

Thence S 4°21'49"W a distance of 30.41 feet to a 5/8 inch diameter iron pin;

Thence N 8°31'12"E a distance of 417.54 feet to a 5/8 inch diameter iron pin;

Thence N 0°00'00"E a distance of 91.80 feet to a 5/8 inch diameter iron pin;

Thence N 8°31'12"E a distance of 126.12 feet to a 5/8 inch diameter iron pin on the westerly boundary of said E 1/2 of the SE 1/4;

Thence S 0°28'29"W along said westerly boundary a distance of 206.59 feet to a 5/8 inch diameter iron pin;

Thence leaving said westerly boundary S 8°31'12"E a distance of 545.00 feet to a 5/8 inch diameter iron pin;

Thence a distance of 349.08 feet along the arc of a 948.00 foot radius curve right, said curve having a central angle of 21°08'48" and a long chord bearing S 7°03'30"E a distance of 349.00 feet to a 5/8 inch diameter iron pin;

Thence S 0°28'29"E a distance of 21.41 feet to a 5/8 inch diameter iron pin;

Thence a distance of 5.49 feet along the arc of a 968.00 foot radius non-tangent curve right, said curve having a radius point bearing S 21°29'30"W a central angle of 0°18'39" and a long chord bearing S 6°40'20"E a distance of 5.49 feet to a 5/8 inch diameter iron pin;

Thence a distance of 225.63 feet along the arc of a 832.00 foot radius curve left, said curve having a central angle of 15°32'18" and a long chord bearing S 7°03'30"E a distance of 224.94 feet to a 5/8 inch diameter iron pin;

Thence S 8°02'59"E a distance of 149.61 feet to a 5/8 inch diameter iron pin;

Thence a distance of 24.71 feet along the arc of a 18.00 foot radius curve right, said curve having a central angle of 88°30'02" and a long chord bearing S 39°48'17"E a distance of 25.33 feet to a 5/8 inch diameter iron pin;

CERTIFICATE OF OWNERS (CONT'D)

Thence a distance of 185.07 feet along the arc of a 1532.00 foot radius curve left, said curve having a central angle of 1°36'21" and a long chord bearing S 2°21'52"W a distance of 185.05 feet to a 5/8 inch diameter iron pin;

Thence S 0°30'42"W a distance of 114.14 feet to a 5/8 inch diameter iron pin;

Thence S 0°30'42"W a distance of 130.64 feet to a 5/8 inch diameter iron pin;

Thence S 0°30'42"W a distance of 189.88 feet to a 5/8 inch diameter iron pin;

Thence S 45°32'17"W a distance of 28.30 feet to a 5/8 inch diameter iron pin on the northwesterly right-of-way of Chinder Boulevard;

Thence S 89°25'18"E along said northwesterly right-of-way a distance of 7.02 feet to a 5/8 inch diameter iron pin;

Thence leaving said northwesterly right-of-way N 45°32'37"E a distance of 28.27 feet to a 5/8 inch diameter iron pin on said westerly right-of-way of Black Cat Road;

Thence along said westerly right-of-way the following described courses:

Thence N 0°30'42"E a distance of 79.87 feet to a 5/8 inch diameter iron pin;

Thence a distance of 37.90 feet along the arc of a 114.00 foot radius curve right, said curve having a central angle of 19°02'28" and a long chord bearing N 10°01'58"E a distance of 37.81 feet to a 5/8 inch diameter iron pin;

Thence a distance of 28.85 feet along the arc of a 86.00 foot radius curve left, said curve having a central angle of 19°02'28" and a long chord bearing N 10°03'26"E a distance of 28.82 feet to a 5/8 inch diameter iron pin;

Thence N 0°30'42"E a distance of 288.08 feet to a 5/8 inch diameter iron pin;

Thence a distance of 313.67 feet along the arc of a 1532.00 foot radius curve right, said curve having a central angle of 1°43'52" and a long chord bearing N 6°22'39"E a distance of 313.13 feet to the POINT OF BEGINNING;

This parcel contains 24.10 acres.

All the lots in this subdivision will be eligible to receive irrigation water as provided under Idaho Code 31-3805(1)(b) and lies within the Sellers Irrigation District and are subject to assessments for said water.

All the lots in this subdivision will be eligible to receive meter service from Suez Meter Idaho. Suez Meter Idaho has agreed in writing to serve all the lots in this subdivision.

The public streets shown on this plat are newly dedicated to the public. Public utility, irrigation and drainage easements are not dedicated to the public, but the right of access to, and use of, these easements is hereby reserved for public utilities, irrigation and drainage and for any other uses as may be designated hereon and no permanent structure other than for said purposes are to be erected within the limits of said easements.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HAND THIS 12 DAY OF August 2020

FAIRBOURNE DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY

SHARLETT M. JOHNSON, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO J.S.S.

COUNTY OF ADA J.S.S.

ON THIS 12 DAY OF August 2020 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SHARLETT M. JOHNSON, KNOWN TO ME TO BE A MANAGER OF FAIRBOURNE DEVELOPMENT, LLC, AND SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THESE PRESENTS FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES FEB. 13, 2023

RESIDING AT ADA County

NOTARY PUBLIC FOR THE STATE OF IDAHO

MASS. H. MONTU

NOTARY PUBLIC

COUNTY OF IDAHO

STATE OF IDAHO

18780

FILE OF

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CIVIL SURVEY CONSULTANTS, INC.

2851 SOUTH AFRICAN ROAD
BOISE, IDAHO 83706
(208) 868-4112

FAIRBOURNE SUBDIVISION NO. 1

CERTIFICATE OF SURVEYOR

I, KYLE A. KOOMLER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KYLE A. KOOMLER
IDAHO NO. 18780



APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT OF FAIRBOURNE SUBDIVISION NO. 1.

[Signature]
CITY ENGINEER - MERIDIAN, IDAHO L.A. 4160

CERTIFICATE OF THE COUNTY SURVEYOR

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

[Signature]
ADA COUNTY SURVEYOR
PLS# 13553
21 August 2020



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF FAIRBOURNE DEVELOPMENT LLC AT 20 MINUTES PAST 3 O'CLOCK P.M. ON THIS 24th DAY OF Aug, 2020

[Signature]
DEPUTY
PAIL McGOVERN
EX-OFFICIO RECORDER

BOOK 114 PAGES 1821-18215 INSTRUMENT NO. 2020-10818D

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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

[Signature]
DISTRICT HEALTH DEPARTMENT, EHS
DATE 11-20-19



ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF May, 2020



[Signature]
COMMISSIONER PRESIDENT
ADA COUNTY HIGHWAY DISTRICT
Signed by Bruce S. Wong, Director for President

APPROVAL OF MERIDIAN CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK-IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF August, 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



[Signature]
CHAPMAN
City Clerk

CERTIFICATE OF THE COUNTY TREASURER

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

DATE 8-21-2020

[Signature]
COUNTY TREASURER
Signed by Craig Stewart
Deputy Treasurer



2020

SEE SHEET 2 FOR
CURVE DATA, LINE DATA
AND PLAT NOTES



LEGEND

- | | |
|-------------------|--------------------------------------|
| 1 | SET SURF-24" ROW PIN WITH PLS 18780 |
| 2 | PLASTIC CAP |
| 3 | FOUND 5.87" ROW PIN WITH PLS 18780 |
| 4 | PLASTIC CAP OR AS NOTED |
| 5 | FOUND 1.27" ROW PIN WITH PLS 18780 |
| 6 | PLASTIC CAP OR AS NOTED |
| 7 | FOUND ALUMINUM CAP MONUMENT |
| 8 | FOUND BRASS CAP MONUMENT |
| 9 | SET 1.12" 24" ROW PIN WITH PLS 18780 |
| 10 | PLASTIC CAP |
| 11 | CALCULATED POINT, NOTHING SET |
| 12 | WITNESS CORNER |
| SECTION LINE | |
| STREET CENTERLINE | |
| LOT LINE | |
| EXISTING LOT LINE | |
| PERMANENT LINE | |

CIVIL SURVEY CONSULTANTS, INC.
2683 SOUTH MERIDIAN ROAD
MERIDIAN, IDAHO 83642
(208) 688-4312

PLAT NOTES

- [illegible]

LINE DATA		
LINE	BEARING	DISTANCE
L-1	N 17°13'24" E	90.00
"-2	N 48°28'38" E	21.08
L-3	N 45°28'28" E	5.00
L-4	N 44°31'32" W	4.28
"-5	S 45°28'28" W	18.43
-6	S 44°31'32" E	9.35

CURVE DATA					CHORD	BRG
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	BRG
C-1	210°44"	945.50	335.84	178.56	347.98	233°30"
C-2	42°00"	44.50	34.95	18.53	34.95	133°30"
C-3	42°00"	44.50	34.95	18.43	34.08	122°12"
C-4	42°00"	44.50	34.95	18.43	34.08	111°00"
C-5	42°00"	44.50	34.95	18.43	34.08	99°48"
C-6	42°00"	44.50	34.95	18.43	34.08	88°36"
C-7	42°00"	44.50	34.95	18.43	34.08	77°24"
C-8	42°00"	44.50	34.95	18.43	34.08	66°12"
C-9	42°00"	44.50	34.95	18.43	34.08	55°00"
C-10	184°53"	945.00	248.00	135.00	260.58	133°00"
C-11	310°15"	942.00	50.68	25.05	50.68	131°00"
C-12	310°25"	942.00	50.30	25.15	50.32	121°00"
C-13	310°45"	943.00	50.67	25.34	50.66	111°00"
C-14	310°55"	944.00	50.67	25.34	50.66	100°00"
C-15	310°11"	939.00	151.18	7.69	115.09	89°00"
C-16	309°55"	939.50	25.43	13.18	25.00	78°00"
C-17	310°45"	939.50	21.43	10.98	21.17	67°00"
C-18	310°11"	939.00	151.18	7.69	115.09	56°00"
C-19	310°00"	940.00	50.72	25.38	50.72	45°00"
C-20	90°00"	14.50	22.78	14.50	20.51	34°00"
C-21	90°00"	14.50	22.78	14.50	20.51	23°00"
C-22	90°00"	14.50	22.78	14.50	20.51	12°00"
C-23	90°00"	14.50	22.78	14.50	20.51	01°00"
C-24	90°00"	30.00	47.12	30.00	43.43	34°31'32"
C-25	80°24'21"	36.00	50.52	30.43	46.48	30°18'17"
C-26	5°56'38"	36.00	6.03	3.02	6.02	1°18'17"
C-27	82°00"	6.50	6.50	6.50	6.50	45°30'00"
C-28	82°00"	6.50	10.31	6.50	9.13	45°30'00"

SURVEYOR NARRATIVE

FANBROUKE SUBDIVISION No. 2 WAS PREPARED IN ORDER TO COMPLY WITH THE REQUIREMENTS OF THE FANBROUKE SUBDIVISION SURVEY 11517, INSTRUMENT No. 2019-083300. FANBROUKE SUBDIVISION No. 2 IS ADJACENT TO FANBROUKE SUBDIVISION No. 1 AND ALL OF THE CONVEYERS ESTABLISHED IN RECORD OF SURVEY AND THE CONVEYERS OF THE BOUNDARY OF THESE SUBDIVISIONS. UNLESS OTHERWISE SHOWN, ALL FOUND MONUMENTATION FIT RETFORD AND WILSON'S MONUMENTATION. THE MONUMENT FOUND FOR THE SE 1/16 CORNER WITH CAP FLS 5087, WHICH DIFFERS FROM SAID RECORD OF SURVEY, WAS FOUND TO BE THE CORRECT LOCATION OF THE CORNER. LOCATION OF THE MONUMENT AGREED WITH RECORD ASSOCIATION.



EX 119 17-18318

FAIRBOURNE SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, are the Owners of the real property described below in the City of Meridian, Ada County, Idaho, and that we intend to include the following described property in this FAIRBOURNE SUBDIVISION NO. 2:

A parcel located in the SE 1/4 of the SE 1/4 of Section 21, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the southeasterly corner of said SE 1/4 of the SE 1/4, from which a 5/8 inch diameter iron pin marking the northeasterly corner of said Section 21 bears N 0°30'42" E a distance of 5265.00 feet;

Thence N 88°25'38" W along the southerly boundary of said SE 1/4 of the SE 1/4 a distance of 1307.43 feet to an aluminum cap monument marking the southeasterly corner of said SE 1/4 of the SE 1/4;

Thence N 0°28'28" E along the westerly boundary of said SE 1/4 of the SE 1/4 a distance of 40.00 feet to a 5/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence continuing N 0°28'28" E a distance of 684.79 feet to a 5/8 inch diameter iron pin marking the southeasterly corner of FAIRBOURNE SUBDIVISION No. 1 as shown in Book 114 of Plots at Page 18309 in the office of the Recorder, Ada County, Idaho;

Thence leaving said westerly boundary S 89°31'32" E along the southerly boundary of said FAIRBOURNE SUBDIVISION No. 1 a distance of 545.00 feet to a 5/8 inch diameter iron pin;

Thence continuing along said southerly boundary a distance of 349.88 feet along the arc of a 948.00 foot radius curve right, said curve having a central angle of 21°08'48" and a long chord bearing S 78°57'08" E a distance of 342.90 feet to a 5/8 inch diameter iron pin;

Thence leaving said southerly boundary S 0°28'28" W a distance of 622.47 feet to a 5/8 inch diameter iron pin on the northerly right-of-way of Chinden Boulevard;

Thence N 88°25'38" W along said northerly right-of-way a distance of 987.00 feet to the POINT OF BEGINNING.

This parcel contains 13.78 acres.

All the lots in this subdivision will be eligible to receive irrigation water as provided under Idaho Code 31-3805(1)(b) and lies within the Sellers Irrigation District and are subject to assessments for said water.

All the lots in this subdivision will be eligible to receive water service from Suez Water Idaho. Suez Water Idaho has agreed in writing to serve all the lots in this subdivision.

The public streets shown on this plat are hereby dedicated to the public. Public utility, pressure irrigation and drainage easements are not dedicated to the public, but the right of access to, and use of, these easements is hereby reserved for public utilities, pressure irrigation and drainage and for any other uses as may be designated hereon and no permanent structures other than for said purposes are to be erected within the limits of said easements.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 17th DAY OF August, 2020.

FAIRBOURNE DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY

Samuel M. Johnson
SAMUEL M. JOHNSON, MANAGER



ACKNOWLEDGMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 17th DAY OF AUGUST 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SAMUEL M. JOHNSON, KNOWN TO ME TO BE A MANAGER OF FAIRBOURNE DEVELOPMENT, LLC, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

MY COMMISSION EXPIRES FEB. 13, 2023

RESIDING AT ADA COUNTY

NOTARY PUBLIC FOR THE STATE OF IDAHO



PK 14 18314

FAIRBOURNE SUBDIVISION NO. 2

CERTIFICATE OF SURVEYOR

I, KYLE A. KOOMLER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

KYLE A. KOOMLER
IDAHO NO. 18780



APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT OF "FAIRBOURNE SUBDIVISION NO. 2".

W. J. ...
CITY ENGINEER - MERIDIAN, IDAHO L. N. 4180

CERTIFICATE OF THE COUNTY SURVEYOR

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



21 August 2020

Del ...
ADA COUNTY SURVEYOR
PLS #13553

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF FAIRBOURNE DEVELOPMENT, LLC AT 15 MINUTES PAST 3 O'CLOCK P. M. ON THIS 24th DAY OF Aug, 2020

Chris ...
DEPUTY

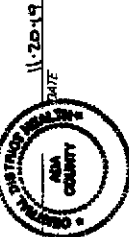
Tim McCarrie
EX-OFFICIO RECORDER

BOOK 14 PAGES 18316-18319

INSTRUMENT NO. 2020-18817

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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



Rebecca ...
DISTRICT HEALTH DEPARTMENT, ENS

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

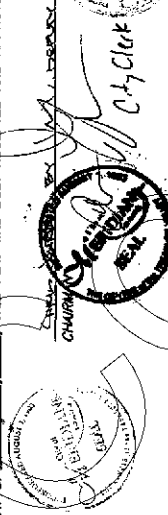
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF August, 2020



Bruce S. Wong
COMMISSION PRESIDENT
ADA COUNTY HIGHWAY DISTRICT
Signed by Bruce S. Wong, Director for President

APPROVAL OF MERIDIAN CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK-IN-AND-FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 24th DAY OF August, 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



CERTIFICATE OF THE COUNTY TREASURER

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

DATE 5-21-2020

Elizabeth ...
COUNTY TREASURER
Signed by
Elizabeth ...
County Treasurer

