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**and returned to:**

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**2017-062655**  
**07/11/2017 09:15 AM**  
\$253.00

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
HARRIS NORTH**

**(HARRIS RANCH NORTH SUBDIVISIONS NO. 1 AND NO. 2)**

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARRIS NORTH ("Declaration") is made this 7 day of July, 2017, by Hunter Foothills, LLC, an Idaho limited liability company ("Harris North Declarant").

**RECITALS:**

A. Harris North Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter defined and referred to as the "Property" or "Properties" more particularly described as follows:

**All of HARRIS RANCH NORTH SUBDIVISION NO. 1, according to the official plat thereof filed in Book 110 of Plats at Pages 15870 thru 15882, as Instrument No. 2016-114647, official records of Ada County, Idaho.**

**All of HARRIS RANCH NORTH SUBDIVISION NO. 2, according to the official plat thereof filed in Book 110 of Plats at Pages 15003 thru 15888, as Instrument No. 2016-114659, official records of Ada County, Idaho.**

B. Except as may be otherwise specifically set forth in this Declaration, the Property is subject to, benefitted and burdened by, all terms, covenants, conditions, restrictions and easements set forth in the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, dated October 7, 2010, and recorded on October 8, 2010, as Instrument No. 110094904, records of Ada County, Idaho (the "Master Declaration"), and the Supplement to the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No.1) dated October 7, 2010, and recorded October 8, 2010, as Instrument No. 110094905, records of Ada County, Idaho, as amended by that First Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions for Dallas Harris Estates (Subdivision No.1) dated October 27, 2010, and recorded November 16, 2010, as Instrument No. 110108076, records of Ada County, and that Seventeenth Amendment to Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions for Dallas Harris Estates (Subdivision No.1) Adding Harris Ranch North Subdivisions No. 1 and No. 2 dated May 19, 2017, and recorded May 22, 2017, as Instrument No. 2017-045439, records of Ada County (collectively the "Supplemental Declaration").

**PREAMBLE:**

NOW, THEREFORE, Harris North Declarant hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property,

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

1.2 "Assessments" shall mean those payments required of Owners and Association Members including Regular, Special, Limited, Enforcement, Initial Regular and Special assessments, Transfer and Setup Fee assessments, Fire Wise Community Assessments, and Wildlife Mitigation Fee assessments of the Association as further defined in this Declaration.

1.3 "Association" shall mean and refer to Harris Ranch North Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns, a "Local Association" as defined in the Master Declaration.

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

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

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

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1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded Plat of the Property, except Lots 1, 25, and 34, Block 1; and Lot 1, Block 2 Harris Ranch North Subdivision No. 1, which are Common Area Lots.

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

1.9 "Common Area" shall mean all real property (including all the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners shown on the Plat. The Common Area Lots in Harris Ranch North Subdivisions No. 1 to be owned by the Association at the time of conveyance of the first Lot is described as follows: Lots 1, 25, and 34, Block 1; and Lot 1, Block 2 Harris Ranch North Subdivision No. 1. The Common Area Lots are reserved for landscaping, irrigation, storm water management, emergency access, Association recreation facilities, and such other purposes that may benefit the Association, Owners, and Property in the discretion of Harris North Declarant or Board. These Lots are to be owned and maintained by the Harris Ranch North Homeowners Association, or its assigns, subject to Article VI.

1.10 "Design Committee" or "Harris Ranch Review Board" shall refer to the design committee or other Person or Persons designated by the Harris Ranch Review Board to act on its behalf as provided Section 4.3 of Master Declaration.

1.11 "Private Storm Water Drain System" shall mean and refer to the private storm water drain system located on the Lots and the Property to provide storm water maintenance for the Subdivision as depicted on *Exhibit A*. The Association shall operate, maintain and repair the Private Storm Water Drain System as provided in this Declaration.

1.12 "Declaration" shall mean and refer to this Declaration as hereafter amended and supplemented from time to time.

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

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

1.15 "Harris North Declarant" for the purposes of this Declaration shall mean and refer to **HUNTER FOOTHILLS, LLC**, an Idaho limited liability company, and its successors and assigns.

1.16 "Improvement" shall mean any residential Unit, structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property or Lots; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, lawns, signs, lights, mailboxes, mailbox kiosks, electrical lines, storm water drain systems, pressurized irrigation systems, pipes, pumps,

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ditches, waterways, swimming pools (below grade swimming pools shall not be permitted) and other recreational facilities and fixtures of any kind whatsoever.

1.17 "Lot" shall mean and refer to any Building Lot and Common Area Lot.

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

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

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

1.21 "Plat" shall mean collectively, the recorded Plats of:

**All of HARRIS RANCH NORTH SUBDIVISION NO. 1, according to the official plat thereof filed in Book 110 of Plats at Pages 15870 thru 15882, as Instrument No. 2016-114647, official records of Ada County, Idaho.**

**All of HARRIS RANCH NORTH SUBDIVISION NO. 2, according to the official plat thereof filed in Book 110 of Plats at Pages 15003 thru 15888, as Instrument No. 2016-114659, official records of Ada County, Idaho.**

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

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

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

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

## **ARTICLE II**

### **GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS**

2.1 **Land Use and Building Type.** All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for

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commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Unit; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the Subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the Subdivision; and further provided that such business does not employ any person not living within the Unit constructed on the said Lot. Notwithstanding the foregoing, the Harris North Declarant, or persons authorized by the Harris North Declarant, may use a Lot or Lots for development and sales activities relating to the Subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot.

**2.1.1 Size Limitations.** All Units shall have not less than 2,000 square feet of interior floor area, exclusive of porches and garages.

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

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

**2.1.4 Roofing Material.** The roof of each Unit shall be constructed of asphalt shingles, or such other material as may be approved by the Design Committee in writing. The roof shall include full gutters connected to the Private Storm Water Drain System on each Lot to comply with Section 2.30.

**2.2 Architectural Control.** The Harris Ranch Review Board and its designated Design Committee, shall have total control, in its sole and absolute discretion, regarding all elements of the structural and exterior architectural design, plans, specifications, elevations, materials, colors, finishes, landscaping, drainage and grading for the residential Units and the Lots. As more specifically set forth in Section 4.3 of the Master Declaration, no Improvements which will be visible above the ground or which will affect the visibility from or appearance of any above ground improvement shall be built, erected, placed or materially altered, including without limitation, changes of exterior colors, materials, retaining walls, or landscaping, on the Property, without the

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prior written approval of the Harris North Declarant and the Board and the Harris Ranch Review Board, which approval may be withheld by the Harris North Declarant and the Board or the Harris Ranch Review Board in their sole and absolute discretion. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Harris North Declarant and/or Board or the Harris Ranch Review Board to control the interior layout and design of residential Units except to the extent incidentally necessitated by use and size requirements

**2.3 Exterior Maintenance: Owner's Obligations.** No Improvements on any Lot, including fencing and landscaping, shall be permitted to fall into disrepair, and each Improvement on any Lot shall at all times be kept in good condition and repair. Owners shall be responsible for regular weed removal. In the event that any Owner shall permit any Improvement, including trees, landscaping or the over-growth of weeds, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to Property or facilities on or adjoining their Lot which would otherwise be the Associations' responsibility to maintain, the Board, upon prior written notice to the Owner of said Lot, shall have the right to correct such condition as the conditions dictate, and to enter upon such Owner's Lot for the purpose of doing so. Pursuant to Article IV, such Owner shall promptly reimburse the Association for the cost thereof as a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein.

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

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

**2.4 Improvements Location.** No Improvements shall be constructed in violation of set-back requirements established by law, Boise City Code, Harris Ranch Specific Plan Code, or by this Declaration as set forth on the recorded plat of the Subdivision.

**2.5 Nuisances.** As more specifically set forth in Section 4.4 of the Master Declaration, no noxious or offensive activity, including without limitation, those creating an offensive odor or excessive noise, shall be carried out upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

**2.6 Temporary Structures.** No house trailer, mobile home, tent (other than for short term recreational use after construction of a Building upon the Unit), shack or other temporary building,

improvement or structure shall be placed upon any portion of the Subdivision, except temporarily as may be required by construction activity undertaken on the Subdivision.

2.7 **Signs**. All signs are regulated or restricted pursuant to Section 4.8 of the Master Declaration.

2.8 **Oil, Gas and Mining Operations**. Section 4.14 of the Master Declaration restricts mining..

2.9 **Animals/Pets**. The keeping of all animals is prohibited except as permitted but regulated (for domesticated dogs, cats, and other household pets) pursuant to Section 4.17 of the Master Declaration, and consistent with the Harris Ranch Wildlife Mitigation Plan.

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

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

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

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

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

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

2.13 **Sight Distance at Intersections**. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points (30) feet from the intersection of the street lines, or in the



case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fences must at all times comply with City of Boise and Ada County Highway District laws, rules and regulations.

2.14 **Harris North Declarant's Right.** Harris North Declarant reserves the right to construct residential Units and other Improvements upon any Building Lot and to offer the same with completed structures thereon for sale to individual Owners.

2.15 **Boats, Campers, and Other Vehicles.** No automobile or other vehicle (including a camp trailer, horse trailer, or other trailer), boat, machine or equipment may be dismantled, rebuilt, repaired, serviced, stored or repainted on the Property (except such automobiles, vehicles, boats, machines and equipment as are located within the interior of a Building) without the prior written approval of the Association. No abandoned or inoperable vehicle, oversized vehicle, dilapidated or un-repaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment or other unsightly equipment or machinery (or any camp trailer, horse trailer or other trailer, or boat) shall be placed upon any portion of the Property, including without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Design Committee.

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

2.17 **Antennae.** No television antennae, satellite receivers, or radio aerials shall be installed on the Property, except pursuant to Section 4.22 of the Master Declaration.

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

2.19 **Unsightly Articles.** No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property.

2.20 **Light, Sound - General.** No light shall be emitted from any Lot which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot, which

is unreasonably loud, or annoying, and no odors shall be emitted on any property, which are noxious or offensive to others all based on the sole judgment of the Association.

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

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

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

2.24 **Fences**. All fences must comply with all applicable City of Boise and Ada County Highway District provisions and regulations, Harris Ranch Design Guidelines, Harris Ranch Specific Plan Code, and be approved by the Harris North Declarant and/or Board and the Harris Ranch Review Board in their sole and absolute discretion. Fences are also restricted based on: the Wildland-Urban Interface Fire Safety Plan, dated March 2015 and as subsequently amended; the Harris Ranch Wildlife Mitigation Plan; Slope Restriction in Section 2.33, and East Hillside Set Back in Section 2.34.

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

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

2.27 **Landscaping**. Notwithstanding anything contrary in this Section 2.27 and 2.27.1, all landscaping shall be consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended. All landscaping installation and maintenance

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is subject to Section 4.23 of the Master Declaration and the Harris Ranch Wildlife Mitigation Plan.

**2.27.1 Residential Lot Landscaping.** If Harris North Declarant sells one or any of the lots to a third party without completing construction of the Unit, the new owner of the lot or lots (third party) must maintain the lot with absence of weeds, debris, and unsightly material. Following the close date of the lot sale or sales, the new owner has 1 year to begin construction or residential home which is to be diligently prosecuted to completion and comply with Section 2.27. All improvements are subject to Harris Ranch Review Board and Design Committee approval. If construction of the home is not started within 1 year of close date, the entire lot needs to be fully landscaped and maintained consistent with Section 2.27. The failure of the Owner to timely comply with this paragraph shall constitute a failure to perform exterior maintenance and the Association and/or the Grantor shall have all rights and remedies provided in Article II or any other provision of this Declaration, including, without limitation, the right to landscape the Lot as required hereunder and impose limited and enforcement assessments.

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

**2.29 Drainage Pattern.** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Harris North Declarant and/or the Board, the City of Boise and the Ada County Highway District ("ACHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Harris North Declarant and/or the Board and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

**2.30 Lot Grading and Drainage.** The Owner of any Building Lot within the Property shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures and devices, means or devices, which are not the responsibility of the Association, ACHD or other public agency, and plantings and ground cover installed or completed thereon to the specifications and requirements set forth in the International Residential Code, City of Boise grading and drainage code, and the Property's site specific plan.

**2.30.1 ACHD and Storm Water Drainage System.** Lots 1 and 34, Block 1 Harris Ranch North Subdivision No. 1 are servient to and contain the ACHD Storm Water Drain System Easement identified in Section 6.1, recorded on November 10, 2015, as Instrument No. 2015-103256, Official Records of Ada County, and portions of all Lots are encumbered by that certain Private Storm Water Drain System identified in Section 6.2. The Private Storm Water Drain System maintained by the Association connects with the ACHD Storm Water Drain System Easement as set forth in Section 6.2 and shall remain free of all encroachments

and obstructions (including fences and trees) which may adversely affect the operation and heavy maintenance of the storm drainage facilities.

2.30.1.1 **Right to Inspect and Maintain.** ACHD and the Association shall have the right at all reasonable times, except in the case of emergency then at any time, to inspect the Private Storm Water Drainage System, and perform any required maintenance and repairs.

2.30.1.2 **ACHD Approval of Amendments.** Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or any manual for the light maintenance of the Private Storm Water Drainage System by the Association, having any direct impact or effect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD and the City of Boise.

2.30.1.3 **ACHD Assessment and Lien Rights.** ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the ACHD Storm Water Drain System Easement or Private Storm Water Drainage System. ACHD shall be entitled to a continuing lien on all Lots and Common Area Lots in the Subdivision for such unpaid assessments for maintenance and repair to the storm water drainage system.

2.30.1.4 **ACHD Related Easements.** Certain easements: (1) Access Easement Agreement recorded on April 22, 2016, as Instrument No. 2016-033815, Official Records of Ada County, (2) Storm Water Drainage Easement recorded on April 22, 2016 as Instrument No. 206-033814, Official Records of Ada County; and (3) Permanent Slope Easement Agreement recorded on April 22, 2016, as Instrument No. 2016-0338131 Official Records of Ada County were granted to ACHD outside of the Plat for the purposes set forth in such easements and to benefit the Property.

2.31 **Limited Direct Lot Access – Public Lands.** Access from the Property to adjoining private property, public property (whether owned by City of Boise or Idaho Fish and Game), or the emergency access road on Lot 34 Block 1 is prohibited, except as otherwise permitted in this paragraph. All access by vehicles shall be by dedicated public streets. All recreational access, such as by foot or bike, shall be through dedicated trailheads identified by the Association and such adjoining public entity or private neighbor. Owners only have such right to use adjoining ground as permitted by the Association and such public entity or landowner and all such use shall be done through dedicated trail heads and limited to dedicated trails. Such use may be restricted or prohibited in the discretion of such public entity or landowner. No use or access is permitted of the Suez access road at the end of S. Trapper Pl, identified in note 17 to the Plat for Harris Ranch North Subdivision No. 1.

2.32 **Irrigation Water.** Irrigation water for the Subdivision will be supplied by Suez, formerly known as United Water. There is no separate supply of non-potable irrigation water. All usage charges associated with such irrigation water shall be the sole obligation of individual Owners.

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Owners shall not overwater and shall take care to ensure irrigation does not cause erosion or runoff from such Owner's Lot.

2.33 **Slope Restrictions.** The slope on Lots 2 through 6, Block 2 Harris Ranch North Subdivision No. 1 and Lots 7 and 8, Block 2 Harris Ranch North Subdivision No. 2 shall be maintained so that views from future planned higher lots will not be obstructed or impacted by trees, hedges, landscaping, fencing and other improvements. The slope shall be defined as the area from the rear property line of the higher lots to the toe (bottom) of the slope on any adjacent lower lots. Trees, hedges, landscaping, fencing or other improvements planted or constructed on the slope shall not obstruct or impact the views from the higher lots. No fencing will be allowed on the slopes unless approved by the Board. The Association at its discretion shall have the right to maintain the slope. The slope, landscaping and improvements shall be maintained so as not to cause any obstruction or impact to the views from the lots above. The Association or its agent, as part of its routine Subdivision inspection, may visually inspect the slope to ensure conformance to these slope restrictions and other covenants, conditions and restrictions contained herein and in its discretion may trim, maintain, and remove any trees, hedges, landscaping, or other improvements. Any existing or previously approved trees, hedges, landscaping or other improvements planted on or constructed on the slope do not have a warranty as to their conformance with this restriction by the Association and may be trimmed, maintained, or removed in the Association's discretion. The Master Association, as defined in the Master Declaration, shall have no enforcement obligations associated with this Section 2.33.

2.34 **East Hillside Set Back.** A portion of Lots 70 through 73, Block 1 Harris Ranch North Subdivision No. 1 located in Section 21 Township 3 North, Range 3 East, Boise Meridian, Ada County Idaho and a portion of Lots 75 through 87, Block 1 Harris Ranch North Subdivision No. 2 are servient to and contain a no-build setback line located thirty (30) feet from the ridgeline and as more specifically shown in the Plat. These lots are encumbered by that certain Instrument No. 2015-015844, Official Records of Ada County, and incorporated herein by this reference as if set forth in full. This restriction prohibits any vertical structure, except for fences, as permitted.

2.35 **Government Rules and Ordinances.** This Declaration and the provisions hereof and the Property are subject to all rules, regulations, laws and ordinances of all applicable government agencies, entities and authorities having jurisdiction over the Property. In the event that any of the provisions of this Declaration are less restrictive than any applicable governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. In the event that any governmental rule, regulation, law or ordinance would render any provision of this Declaration unlawful, then such provision of this Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance. This Declaration and the provisions hereof and the Property are subject, without limitation, to the following:

2.35.1 **Harris Ranch Specific Plan Code.** The Property is subject to Chapter 11-23 of the Boise City Code, known as the "Harris Ranch Specific Plan Code," the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property. In each instance in this Declaration where there

is a reference to the Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code, which has, as described above in this section, been made a part of the Boise City Code.

**2.35.2 Community Infrastructure District.** The Property is, in part, included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

2.35.2.1 The following Lots are located within the CID: Lots 1-33 and 35-69, Block 1; and Lots 1-5 Block 2 Harris Ranch North Subdivision No. 1 and Lots 99-101 Block 1 Harris Ranch North Subdivision No. 2.

2.35.2.2 The following Lots are located outside the CID: Lots 75-97 Block 1; and Lot 8 Block 2 Harris Ranch North Subdivision No. 2.

2.35.2.3 The following Lots are located in part in the CID: Lots 70-74 Block 1; Lot 6 Block 2 Harris Ranch North Subdivision No. 1; Lot 98 Block 1; Lot 7 Block 2 Harris Ranch North Subdivision No. 2.

**2.36 Master Declaration and Supplemental Declaration Common Area Limitation.** Owners of Lots within the Subdivision shall not have the right to or have access to the use and enjoyment of common area facilities consisting of pools or community centers located now or in the future within other property covered by the Master Declaration and/or the Supplemental Declaration, except for those Common Area facilities specifically located within the Subdivision.

**2.37 Harris Ranch Wildlife Mitigation Plan.** The Property is subject to participation in the Harris Ranch Wildlife Mitigation Plan. The purpose of the Harris Ranch Wildlife Mitigation Plan is help preserve the natural wildlife found in the Boise foothills. Each Owner will be assessed a Harris Ranch Wildlife Mitigation Fee of \$300.00 upon closing the acquisition of the Owner's Lot. The Association will reimburse a portion of the mitigation fee in the amount of \$200.00 to the Owner upon the Owner's completion of two (2) wildlife education classes. The Harris Ranch Wildlife Mitigation Fee shall be required for each transfer of a Lot within the Property. Additionally, as provided in Article IV below, each Lot shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Plan.

**2.38 Fire Wise Community and Defensible Space.** The Property is subject to participation in the Fire Wise Community Program. The purpose of the program is to educate owners of the risk of wildfire and steps that can be taken to maintain defensible space in the event of a wildfire. Each Owner will be assessed \$2.00 per Lot per year and will be paid to the Association to be used by the

## **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARRIS NORTH – Page 14 of 39**

Association in furtherance of the Fire Wise Community Program or until the Barber Valley Neighborhood Association or designated entity can accept such assessment in furtherance of the Fire Wise Community Program. Owners shall maintain defensible space on their Lot consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended. In the event a Lot is not in compliance with such Fire Safety Plan, the Association may, consistent with this Declaration, take such action as necessary to bring the Lot into compliance with the Fire Safety Plan and assess the Owner such cost of compliance. EACH OWNER RECOGNIZES AND ACKNOWLEDGES THAT THE RISK OF WILDFIRE TO THE PROPERTY CANNOT BE COMPLETELY MITIGATED AND IN PURCHASING THE LOT ASSUMES SUCH RISK AND HOLDS HARRIS NORTH DECLARANT AND ADJACENT PROPERTY OWNERS HARMLESS OF SUCH RISK.

2.39 **Swimming Pools Prohibited.** The construction of below grade swimming pools are prohibited, unless specifically approved by Declarant in writing in its sole discretion. The construction of landscaping water features and hot tubs may be permitted as set forth in Section 2.2.

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

## **ARTICLE III**

### **HARRIS NORTH HOMEOWNERS ASSOCIATION, INC.**

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

3.2 **Local Association.** The Association shall be an authorized Local Association entity, separate and apart from the Master Association and the Harris Ranch No. 1 Association, formed under Article 9 of the Master Declaration for the specific purpose of governing the Subdivision. Members of the Association shall also be Members of the Master Association. To the extent that the provisions of this Article III of this Declaration regarding the Association, Assessments and voting in the Association, the Board of Directors and officers, or the powers and duties of the Board of Directors conflict with related provisions under the Master Declaration or the Supplemental Declaration, then the provisions of the Master Declaration shall control.

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

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

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



3.4.2 **Class B.** The “Class B Member” shall be the Harris North Declarant. The Class B Member shall be the only voting Member of the Association until such time as the Class B Member’s voting rights are specifically and expressly granted and transferred to the Class A Members and the Class B membership is terminated in a writing recorded in the records of Ada County, Idaho. If Harris North Declarant has not specifically and expressly granted and transferred such Class B voting rights in such a recorded writing, the Owner of a Lot shall be a non-voting Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Harris North Declarant (including a transferee who becomes Harris North Declarant) specifically and expressly grants and transfers the Class B Member’s voting rights to the Class A Members, terminates the Class B membership and relinquishes its rights as Harris North Declarant under the Master Declaration in a writing recorded in the records of Ada County, Idaho. The Harris North Declarant may assign and transfer its Class B membership and Class B voting rights to its successors in title to Lot(s) who become Owners and Members of the Association in a writing recorded in the records of Ada County, Idaho.

3.5 **Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, Bylaws, and this Declaration as the same may be amended and supplemented from time to time. For so long as Harris North Declarant, or its successors or assigns, is the Class B Member and holds the Class B voting rights, or owns one (1) or more Lots, the Harris North Declarant alone shall have the unilateral right to appoint and/or elect all of the Directors to the Board as set forth in the Articles of Incorporation and/or the Bylaws of the Association consistent with Idaho Code § 30-30-604. The number of directors of the Association shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein.

### 3.6 **Powers and Duties of the Association.**

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

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

3.6.1.2 **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto; to commence and maintain actions and suits to restrain and enjoin any breach

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

3.6.1.3 **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power to delegate.

3.6.1.4 **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association Rules).

3.6.1.5 **Emergency Powers.** The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

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

3.6.1.7 **Contract.** The power to contract and enter agreements to fulfill obligations of the Association or benefit the Property, such as but not limited to: maintenance, construction, or improvement of Common Areas, Private Storm Water Drain System, recreational amenities, emergency access road, postal pavilion, entry features, and unplatted property owned by Harris North Declarant that adjoins the Property.

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

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

3.6.2.2 **Common Area Maintenance.** The Association shall perpetually maintain the Common Area landscaping and Improvements on Common Areas.

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

3.6.2.4 **Storm Water Maintenance.**

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

3.6.2.4.2 **Private Storm Water Drain System.** The Association shall operate, maintain and repair the Private Storm Water Drain System for the benefit of the Subdivision in accordance and compliance with the Operation and Maintenance Plan for Storm Water Facilities for Harris Ranch North Subdivision No. 1 and No. 2, this Declaration, and the covenants, conditions and restrictions contained herein, which is attached as ***Exhibit C***. The Association shall update and maintain the Operation and Maintenance Plan for Storm Water Facilities consistent with the September 2016 version and in accordance with best practices and needs of the facility. The Private Storm Water Drain System to be maintained by the Association is depicted on ***Exhibit A***, and is subject to the Private Storm Water Drain System Easement as provided in Article VI.

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

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

limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$1,000,000.00 per occurrence.

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

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

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

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

3.6.2.6 **Rule Making.** Make, establish, promulgate, amend and repeal the Association rules, subject to the Master Declaration.

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

3.6.2.8 **Penitentiary Canal Indemnity and Hold Harmless Agreement.** The Association assumes and accepts all responsibility from that certain Indemnity and Hold Harmless Agreement between Harris North Declarant and Harris Family Limited Partnership, attached as ***Exhibit B***. Such agreement benefits the Property in allowing the relocation of the Penitentiary Canal. The Association shall indemnify and hold Harris North Declarant harmless for such obligations that may arise from such agreement.

3.6.2.9 **Rock Fall Mitigation Maintenance and Indemnity.** The Association shall perpetually maintain the rock fall berm located directly east of the Penitentiary Canal identified in Section 3.6.2.8 and assumes and accepts all responsibility associated with the construction and maintenance of this rock fall berm and the Private Storm Water Drain System and shall indemnify and hold harmless

Harris Family Limited Partnership from liability associated with such rock fall berm or the Private Storm Water Drain System. Such rock fall berm and Private Storm Water Drain System benefits the Property in allowing the development of the Property. The Association shall indemnify and hold Harris North Declarant harmless from Harris North Declarant's construction of such rock fall berm or Private Storm Water Drain System.

**3.6.2.10 Service Road for Emergency Access.** The Association shall perpetually maintain the emergency and maintenance access road identified in Lot 34 Block 1 Harris Ranch North Subdivision No. 1 as shown on the Plat. Maintenance shall include routine maintenance and emergency maintenance, such as snow removal and repair of a washout. Such emergency access road shall be maintained as required by Boise City Fire Department or other agencies. The Association shall maintain the emergency and maintenance access road identified in the Access Easement Agreement recorded April 22, 2016 as Instrument No. 2016-033815, Official Records of Ada County, until such time as public dedication or private improvements to access future development property (not in this Subdivision) identified as the East Foothills in SPO1, in the Master Declaration. The Association shall also indemnify and hold Harris Family Limited Partnership, its successors, and assigns harmless for the use of such emergency and maintenance access road.

**3.6.2.11 Fire Safety Plan.** The Association shall manage and maintain fire prone vegetation on the Common Area consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended. Where an Owner's Lot is not in compliance with the Fire Safety Plan, the Association may take such action as permitted in this Declaration, including fines upon the Owner and mitigation where such failure to comply with the Fire Safety Plan is deemed an emergency.

**3.7 Personal Liability.** No member of the Board or any committee of the Association or the Design Committee or any officer of the Association, or the Harris North Declarant, or the manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Master Association, the Association, the Board, the manager, if any, or any other representative or employee of the Master Association or the Association, the Harris North Declarant or the Design Committee, Harris Ranch Review Board, Harris Ranch Wildlife Mitigation Association, Barber Valley Development, Inc., and Harris Family Limited Partnership, any other committee or any officer of the same, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE AND ASSESSMENTS**

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

4.1.1 Regular annual assessments or charges.

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

4.1.3 Limited assessments as hereinafter provided;

4.1.4 Enforcement assessments as hereinafter provided; and

4.1.5 Initial Regular and Special assessments, Transfer and Setup Fee assessments, Fire Wise Community Assessment and Wildlife Mitigation Fee assessments as hereinafter provided.

The Regular, Special, Limited, Enforcement, Initial Regular and Special assessments, Transfer and Setup Fee assessments and Wildlife Mitigation Fee assessments, together with interest, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**4.2 Purpose of Assessments.**

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

4.2.2 **Special Assessments for Capital Improvement.** In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments, provided that any such assessment shall be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, for so long as Harris North Declarant or its successors or

assigns, is the Class B Member and holds the Class B voting rights, or owns one (1) or more Lots or has the right to elect and/or appoint the Board of Directors of the Association, the Harris North Declarant alone, without requiring a meeting or a vote of the membership of the Association or the consent of any other party, may unilaterally declare and levy a special assessment for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments.

**4.2.3 Limited Assessments.** Limited assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by the Association, including, without limitation, fees for corrective action necessitated by such Owner, for the repair and replacement of any property maintained by the Association damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for maintenance and repairs performed by the Association which have not been performed by Owner as provided and required herein. The nature and purpose of limited assessments are to reimburse the Association for its actual costs and expenses incurred in obtaining corrective action, repairing and replacing damaged property, and for landscaping and maintenance expenses caused by the negligent and willful acts of an Owner or occupant of a Lot. Limited assessments are not intended and shall not be construed as fines imposed or levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above. Limited assessments represent actual costs and expenses incurred by the Association and shall be separate from and in addition to any fines imposed and levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above; and, therefore, limited assessments shall not be construed as subject to the same requirements as fines.

**4.2.4 Enforcement Assessments.** Enforcement assessments may be levied against any Owner in an amount equal to the attorneys' fees, costs and expenses incurred by the Association in attempting to collect any assessment or enforce any covenant, condition or restriction provided for herein, or in demanding an Owner's compliance with any provision of this Declaration, including, without limitation, charges for compliance demand notices, and attorneys' fees, costs and expenses necessitated by such Owner's failure to correct non-complying conditions. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees, costs and expenses incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees, costs and expenses so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. The nature and purpose of enforcement assessments are to reimburse the Association for its actual costs and expenses incurred in attempting to collect any assessment or fine, enforce any covenant, condition or restriction provided for herein, or in obtaining an Owner's compliance with any provision of this Declaration. Enforcement assessments are not intended and shall not be construed as fines imposed or levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above. Enforcement assessments represent actual costs and expenses incurred by the Association and shall be

separate from and in addition to any fines imposed and levied by the Association as penalties for violations of the general covenants, conditions and restrictions described in Article II above. The Association shall comply with Idaho Code § 55-115 in accruing, assessing, and collecting attorney's fees and costs.

**4.2.5 Initial Regular and Special Assessments, Transfer and Setup Fee Assessments, Harris Ranch Wildlife Mitigation Association Assessments, Fire Wise Community Assessment.**

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

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

**4.2.5.3 Transfer Fee Assessment.** Upon the sale of each Lot by Grantor or an Owner, the purchaser shall pay a one-time transfer fee assessment of Two Hundred Fifty Dollars (\$250.00) per Lot. Such transfer fee assessment shall be paid at the escrow closing of the Lot sale on or before the date of recordation of the deed from Grantor or an Owner to the purchaser. Grantor or an Owner, as agent for the Association, shall be entitled to collect the transfer fee assessment at the escrow closing of the Lot sale for payment by the escrow agent to the Association. The transfer fee assessment shall be used exclusively to defray the Association's general administrative, operational and organizational costs consistent with Idaho Code § 55-3102(4)(f).

**4.2.5.4 Harris Ranch Wildlife Mitigation Plan Assessments.** Harris Family Limited Partnership has, in connection with obtaining governmental approvals for the development of the Subdivision, entered into a wildlife mitigation plan(s) with respect to the Subdivision, and there are ongoing costs and expenses associated with complying with the terms of such plan(s). Notwithstanding anything herein to the contrary, such ongoing



costs and expenses shall be paid by the Master Association and shall be costs and expenses that the Master Association shall be entitled to recover from the Owners by virtue of levying Regular Assessments upon the Owners. When each Unit is sold for the first time after a Building has been constructed thereon, the seller of the Unit shall, at closing, collect from the purchasing Owner and pay over to the Master Association the sum of \$300.00 per Unit, which sum shall be used to pay the costs of implementing the wildlife mitigation plan(s). \$200.00 of the \$300.00 sum collected and paid over to the Master Association at closing shall be refunded by the Master Association to the purchasing Owner after the Owner's participation in two (2) conservation activities approved in writing by the Master Association. Additionally, each Lot shall be subject annually to a \$100.00 wildlife mitigation assessment by the Association to be contributed to the Harris Ranch Wildlife Mitigation Plan.

4.2.5.5 **Fire Wise Community Fee Assessments.** Each Owner will be assessed \$2.00 per Lot per year and will be paid to the Association or a subsequently designated entity or organization such as the Barber Valley Neighborhood Association. Such entity will accept such assessment in furtherance of the Fire Wise Community Program, consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended.

4.3 **Regular Annual Assessment.** The regular annual assessment to be assessed by the Association shall be One Thousand Dollars (\$1,000.00) per Lot per year, for maintenance of emergency access road and Private Storm Water Drain System, or any assessments by ACHD for the maintenance and repair of the storm water drainage system, or any other operating costs of the Association. The regular annual assessment may be invoiced by the Association and due and payable from an Owner to the Association in prorated amounts on a monthly, quarterly, biannual, semi-annual, annual or any other basis deemed appropriate by the Association in its sole and absolute discretion from time to time.

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

4.3.2 The regular annual assessment may be increased above ten percent (10%) by a two-thirds (2/3) vote of each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose. Notwithstanding the foregoing, for so long as Harris North Declarant owns one (1) or more Lots, has the right to elect and/or appoint the Board

of Directors of the Association, or is the Class B Member and holds the Class B voting rights, the Harris North Declarant alone, without requiring a meeting or a vote of the membership of the Association or the consent of any other party, may unilaterally increase the regular annual assessment by any commercially reasonable amount for the purpose of meeting the costs and expenses of the Association and its obligations under this Declaration consistent with any current, proposed or estimated operating budget of the Association.

4.3.3 The Board of Directors of the Association may fix the amount of the regular annual assessment at an amount as established from time to time.

**4.4 Notice and Quorum for any Action Authorized Under Sections 4.2.2 and 4.3.**

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

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

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

**4.7 Effect of Non-payment of Assessments - Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall incur a late payment fee of Two Hundred Dollars (\$200.00), and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at the highest rate allowed by law if such rate is less than 21%. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or an action

to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

**4.9 Harris North Declarant Not Obligated to Pay Assessments.** The Harris North Declarant and its successors and assigns, and any entities that are related to James H. Hunter, or homebuilding entities that he is related to or their successors and assigns shall not be obligated to pay any assessments under this Article IV on any Lot owned by Harris North Declarant.

**4.10 Limitation on Assessments by Master and Harris Ranch No. 1 Associations.** Owners of real property shall have no access to clubhouses, pools, or other recreational facilities owned or operated by Harris Ranch Subdivision No. 1 Owners Association, Inc. As a result of such limitations, Owners shall not pay a Regular Assessment to the Master Association. Owners shall pay Special Assessments only to the extent that such assessments are charged to address maintenance, upkeep, repair, improvements, or operation of Common Area to which Owners have access. Owners of real property within the Additional Phase remain subject to Limited Assessments on the same terms and conditions as set forth in the Master Declaration and Supplemental Declaration. Members of the Association shall not have any obligation to pay and shall be exempt from Regular and Special Assessments under Article 10, Sections 10.1, 10.2 and 10.3 of the Master Declaration, and Regular and Special Assessments under Article 9, Sections 9.1, 9.2 and 9.4 of the Supplemental Declaration. To the extent that this Section 4.10 of this Declaration regarding assessments conflicts with the assessment provisions under the Master Declaration or the Supplemental Declaration, then this Section 4.10 of this Declaration shall control.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**5.1** All elements of the structural and exterior architectural design, plans, specifications, elevations, materials, colors, finishes, landscaping, drainage and grading for the residential Units and the Lots must be approved by the Harris Ranch Review Board or its designee the Design Committee, pursuant to Section 4.3 of the Master Declaration.

## **ARTICLE VI**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 27 of 39**

## **EASEMENTS**

6.1 **ACHD Storm Water Drain System Easement.** Lots 1 and 34, Block 1 Harris Ranch North Subdivision No. 1 are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system and are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "ACHD Storm Water Drain System Easement") dedicated to ACHD pursuant to Section 40-2302, Idaho Code.

6.2 **Private Storm Water Drain System Easement.** Portions of all Lots are servient to and contain the Private Storm Water Drain System Easement and are encumbered by that Private Storm Water Drain Systems located on the Lots as depicted on *Exhibit A*. The Private Storm Water Drain System Easement and the storm water drainage system are owned and operated by the Association to the point of approved discharge into the ACHD Storm Water Drain System Easement pursuant to the public license agreement 2933-3459-0517 recorded on May 5, 2017, as Instrument No. 2017-040114. The Private Storm Water Drain System Easement is for the operation and maintenance of the storm water drainage system as set forth therein. The Private Storm Water Drain System Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and heavy maintenance of the storm drainage facilities. The Private Storm Water Drain System Easement shall benefit and be appurtenant to the Property for the purpose of storm water maintenance within the Subdivision and containing the Private Storm Water Drain System. The Association shall operate, maintain and repair the Private Storm Water Drain System located within the Private Storm Water Drain System Easement on the Property for the benefit of the Subdivision. The Private Storm Water Drain System Easement shall also benefit the Association; the Association shall have the perpetual right of ingress and egress on, over, under, across and through the Lots to access the Private Storm Water Drain System and Private Storm Water Drain System Easement located on the Lots for the purpose of operation, maintenance and repair of the Private Storm Water Drain System within the Private Storm Water Drain System Easement.

6.2.1 All Building Lots are subject to the Private Storm Water Drain System and contain a portion of the Private Storm Water Drain System including the drainage lines integral to the Private Storm Water Drain System on these Lots. The Association, at its option, may elect to maintain the Private Storm Water Drain System drainage lines on these Building Lots; provided, however, that the Association shall not be required to perform such operation and maintenance. In the event the Association repairs or maintains an Owner's drainage lines on a Building Lot because an Owner fails to perform such repair or maintenance, the Association may assess such costs to the Owner. The Owners of these Lots shall not install, construct or affix any permanent improvement, structure or fixture, above or below ground or grade, of any type, that interferes with the drainage lines on these Lots. Those portions of the Building Lots within the Private Storm Water Drain System on these Lots shall remain free and clear of all such permanent fixtures and obstructions so as to provide the Association unobstructed ingress and egress to access the Private Storm Water

Drain System and to operate, maintain and repair the Private Storm Water Drain System located on these Lots.

6.2.2 Common Area Lots 1 and 34, Block 1 Harris Ranch North Subdivision No. 1 contain a portion of the Private Storm Water Drain System including drainage lines, the storm water retention facilities, and seepage beds integral to the Private Storm Water Drain System within the Private Storm Water Drain System Easement on these Lots. Those portions of these Lots within the Private Storm Water Drain System Easement on these Lots shall remain free and clear of all such permanent fixtures and obstructions so as to provide the Association unobstructed ingress and egress to access the Private Storm Water Drain System Easement and to operate, maintain and repair the Private Storm Water Drain System located on these Lots.

6.2.3 The Harris North Declarant has or will finish and improve those portions of the Private Storm Water Drain System Easement on Lots 1 and 34, Block 1 Harris Ranch North Subdivision No. 1. The Association shall maintain the Private Storm Water Drain System within the Private Storm Water Drain System Easement on these Common Area Lots.

6.3 **ACHD Roadway.** A portion of Lots 25 through 34, 63 through 74, Block 1 and Lots 1 through 6, Block 2 of Harris Ranch North Subdivision No. 1 and No. 2 are servient to and contain the ACHD easement for the purpose of roadway signage or any other allowed use per document recorded on March 31, 2016, as Instrument No. 2016-026557, Official Records of Ada County, and incorporated herein by this reference as if set forth in full.

6.4 **Common Area Easements.** Lots 1, 25, and 34, Block 1; and Lot 1, Block 2 Harris Ranch North Subdivision No. 1 are Common Area Lots. The Common Area Lots are reserved for landscaping, irrigation, storm water management, emergency access, and Association recreation facilities, and such other purposes that may benefit the Association, Owners, and Property in the discretion of Harris North Declarant or Board. These Lots are to be owned and maintained by the Harris Ranch North Homeowners Association, or its assigns.

6.4.1 **ACHD Slope Easement.** A portion of Lots 1, 25, and 34, Block 1 Harris Ranch North Subdivision No. 1 are servient to and contain an ACHD slope easement by that certain document recorded on March 31, 2016, as Instrument No. 2016-026555, Official Records of Ada County, and incorporated herein by this reference as if set forth in full. A portion of Lot 8, Block 2 Harris Ranch North Subdivision No. 2 is servient to and contains an ACHD slope easement by that certain document recorded on March 31, 2016, as Instrument No. 2016-026556, Official Records of Ada County, and incorporated herein by this reference as if set forth in full.

6.4.2 **ACHD Access and Storm Drain Easement.** A portion of Lot 34, Block 1 of Harris Ranch North Subdivision No. 1 is servient to and contain the thirty (30) foot wide ACHD access and storm drain easements per documents recorded April 22, 2016 as Instrument No. 2016-033815, and March 31, 2016, as Instrument No. 2016-026554,

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARRIS NORTH – Page 29 of 39**

respectively, Official Records of Ada County, and incorporated herein by this reference as if set forth in full.

**6.4.2 Suez Access and Pump House Easement.** A portion of Lot 34, Block 1 of Harris Ranch North Subdivision No. 1 is servient to and contain the twenty (20) foot wide Suez Water Idaho access and pump house easement as shown in the Plat, and incorporated herein by this reference as if set forth in full.

**6.5 East Hillside Set Back** A portion of Lots 70 through 73, Block 1 Harris Ranch North Subdivision No. 1 located in Section 21 Township 3 North, Range 3 East, Boise Meridian, Ada County Idaho and a portion of Lots 75 through 87, Block 1 Harris Ranch North Subdivision No. 2 are servient to and contain a no-build setback line located thirty (30) feet from the ridgeline and as more specifically shown in the Plat. These lots are encumbered by that certain Instrument No. 2015-015844, Official Records of Ada County, and incorporated herein by this reference as if set forth in full.

**6.6 Utility Easements.**

6.6.1 Ten foot (10') wide permanent public utilities, property drainage, irrigation and Boise City Street light easement is designated along all Lot lines common to a public right-of-way line unless otherwise shown on the Plat.

6.6.2 Five foot (5') wide permanent public utilities, property drainage and irrigation easement is designated along each side of interior Lot lines unless otherwise shown on the Plat.

6.6.3 Ten foot (10') wide permanent public utilities, property drainage, and irrigation easement is designated along rear Lot lines unless otherwise shown on the Plat.

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

**ARTICLE VII**

**GENERAL PROVISIONS**

**7.1 Enforcement.** The Declarant, Harris North Declarant, Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Harris North Declarant, Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Declarant, Harris North Declarant, Association or an Owner is

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARRIS NORTH – Page 30 of 39**

required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Declarant, Harris North Declarant, the Association and/or any Owner shall be a continuing lien on the Owner's Lot and be added to and become a part of the assessment to which such Owner's Lot is subject. Additionally, the Subdivision is subject to enforcement pursuant to and as set forth in the Master Declaration.

**7.2 Resolution of Disputes – Mandatory Mediation.** Pursuant to Article 12 in the Master Declaration, all Owners, Association, and Harris North Declarant agree to encourage the amicable resolution of disputes within the Subdivision, pursuant to Article 12 in the Master Declaration, without the emotional impact and financial costs of litigation. Accordingly, such matters shall be submitted to mandatory mediation as provided in Article 12 of the Master Declaration. Such mandatory mediation is a prerequisite for pursuing further remedies, such as arbitration in Section 7.3, and failure to comply with the terms of Article 12 can constitute a waiver of the claim.

**7.3 Claims Against Declarant or Harris North Declarant; Arbitration.** Upon completion of mandatory mediation in Section 7.2, any and all causes of action, claims and disputes brought against the Declarant or the Harris North Declarant, or its successors and assigns, arising under or relating to this Declaration or Declarant or Harris North Declarant's development of the Property shall be subject to and settled by binding arbitration in the State of Idaho. Any cause of action or claim to be brought by the Association against the Declarant or the Harris North Declarant shall require the affirmative vote of ninety percent (90%) of the Class A Members and the Class B Member to proceed. The arbitration shall be conducted on a confidential basis pursuant to the Real Estate Industry Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. All parties to any such arbitration proceeding shall be solely responsible for their own respective costs, expenses and attorneys' fees incurred in such an arbitration proceeding regardless of the arbitrator's decision or award or other outcome. Any such arbitration shall be conducted by an arbitrator experienced in residential real estate development and construction and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. A judgment or award of arbitration may be confirmed in a court of competent jurisdiction.

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

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

**7.6 Term and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded,

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 31 of 39**

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

Notwithstanding the foregoing, unless the express written and recorded consent of the City of Boise has been obtained, this Declaration may not be amended, deleted, added or terminated, with respect to the following: (i) any provision of this Declaration which has been required by the City of Boise in its approval of this Subdivision and/or the Plat, or which affects, recognizes, conveys and/or confers upon the City of Boise any easement, right or power, or requirement; (ii) any material provisions on easements, access, and/or the operation, repair, maintenance, repair and replacement of Common Area, infrastructure and/or public works related systems; and/or (iii) any dissolution or termination of the Association.

7.7 **Design Review Approval.** Approval of the plans and specifications by the Harris Ranch Review Board and/or Design Committee is required before commencing construction on the Building Lots and residential Units contained within the Subdivision.

7.8 **Declaration Controlling.** This Declaration, and its future amendments or terminations, does not amend or terminate the Master Declaration and the Supplemental Declaration, which shall remain unchanged and in full force and effect.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARRIS NORTH – Page 32 of 39**



7.9 **Binding on Successors.** This Declaration shall be binding upon and inure to the benefit of the Harris North Declarant, the Master Association, the Harris Ranch No. 1 Association, and all other declarants, as defined in the Supplemental and Master Declarations, their successors and assigns.

7.10 **Exhibits.** All of the Exhibits referenced herein and attached to this Declaration are fully incorporated by this reference into this Declaration as if set forth in full, and are deemed to be and include material integral terms, provisions, covenants, conditions, restrictions and easements of this Declaration.

## **ARTICLE VIII**

### **ANNEXATION**

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

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the Owners of Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

By accepting a deed to a Lot within the Subdivision, each Owner shall be conclusively deemed to have waived any objections, or any present or future right to object, to the annexation

of the annexable property, and to any zoning application(s) filed by Harris North Declarant pertaining to the annexable property. Each Owner further consents to the subdivision and development of such annexable property in accordance with applicable zoning ordinances then in force and effect and applicable to the annexable property, including such development as shall be required to provide access to the annexable property (including the lots subdivided therein) by the public right(s)-of-way within the Subdivision, and the extension of utility facilities located within the Subdivision to serve the annexed property (including the lots subdivided therein).

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

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

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

[signature page follows]

EXECUTED this 7 day of July, 2017.

**HARRIS NORTH DECLARANT:**

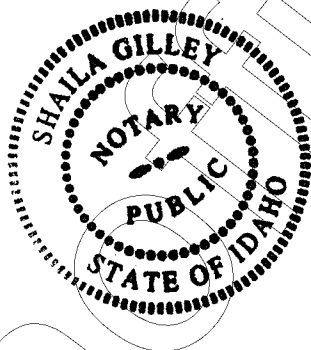
Hunter Foothills, LLC, an Idaho limited liability company

By: [Signature]  
James H. Hunter  
Its: Manager

State of Idaho       )  
                                  ) SS.  
County of Ada       )

On this 7 day of July, 2017, before me, Sharla Gilley, a Notary Public in and for said State, personally appeared James H. Hunter, known or identified to me to be the Manager of Hunter Foothills, LLC, an Idaho limited liability company, the company that executed the within instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



[Signature]  
Notary Public for Idaho  
My Commission Expires: 3.2.2018

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 35 of 39**

Table of Exhibits:

Exhibit "A" – Private Storm Water Drain System

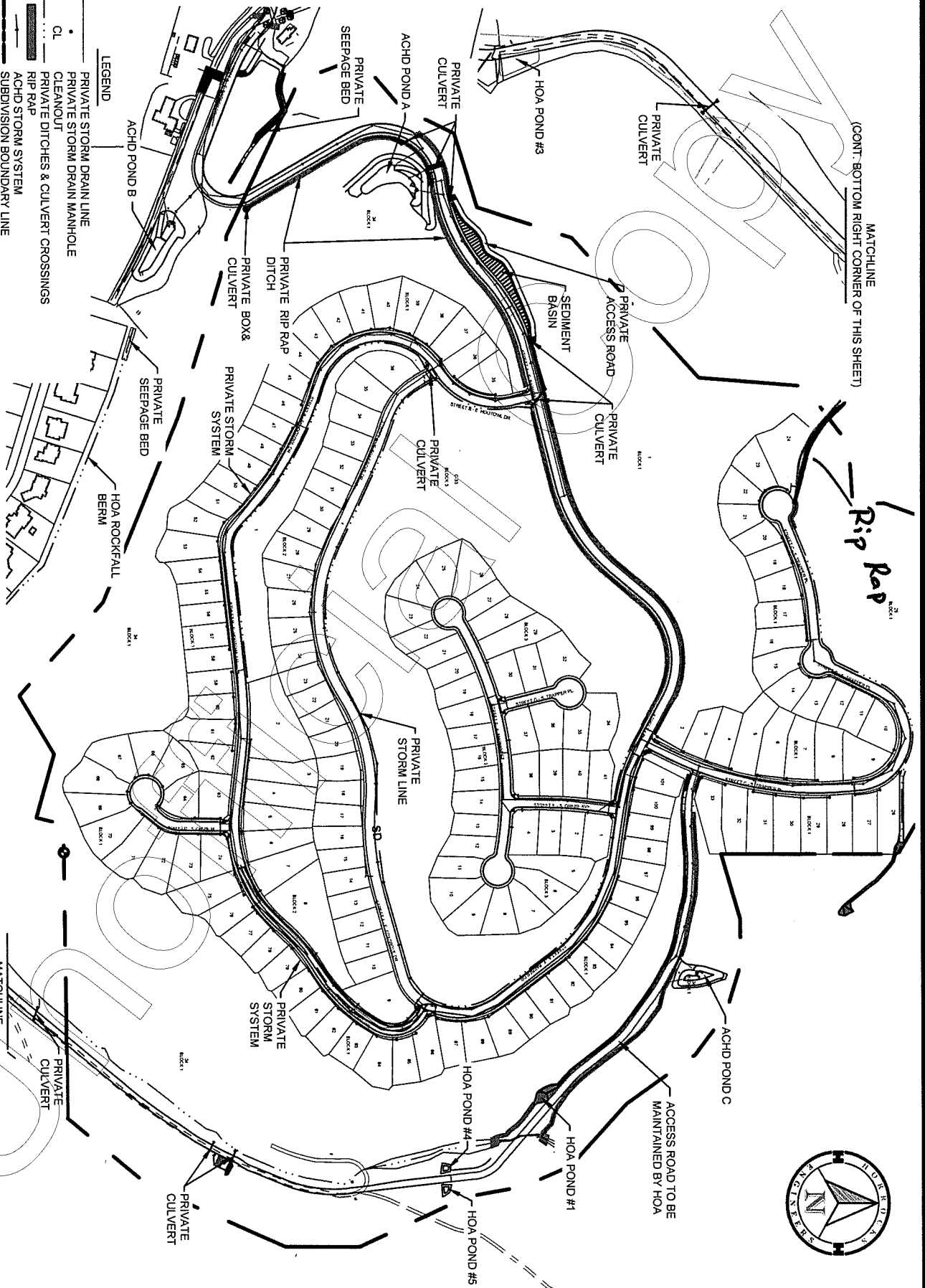
Exhibit "B" – Penitentiary Canal Indemnity and Hold Harmless Agreement

Exhibit "C" – Operation and Maintenance Plan for Storm Water Facilities for Harris Ranch  
North Subdivision No. 1 and No. 2

**Exhibit “A”**

**[Private Storm Water Drain System – 3 pages]**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 37 of 39**



**HORROCKS**  
**ENGINEERS**

555 South Bluff Street Suite 101  
St. George, UT 84770  
435-966-7888  
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WARNING

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IF THIS BAR DOES NOT  
MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

# HARRIS RANCH NORTH

PRIVATE STORM DRAIN

MATCHLINE (CONT. UPPER LEFT CORNER OF THIS SHEET)

DRAWING INFO

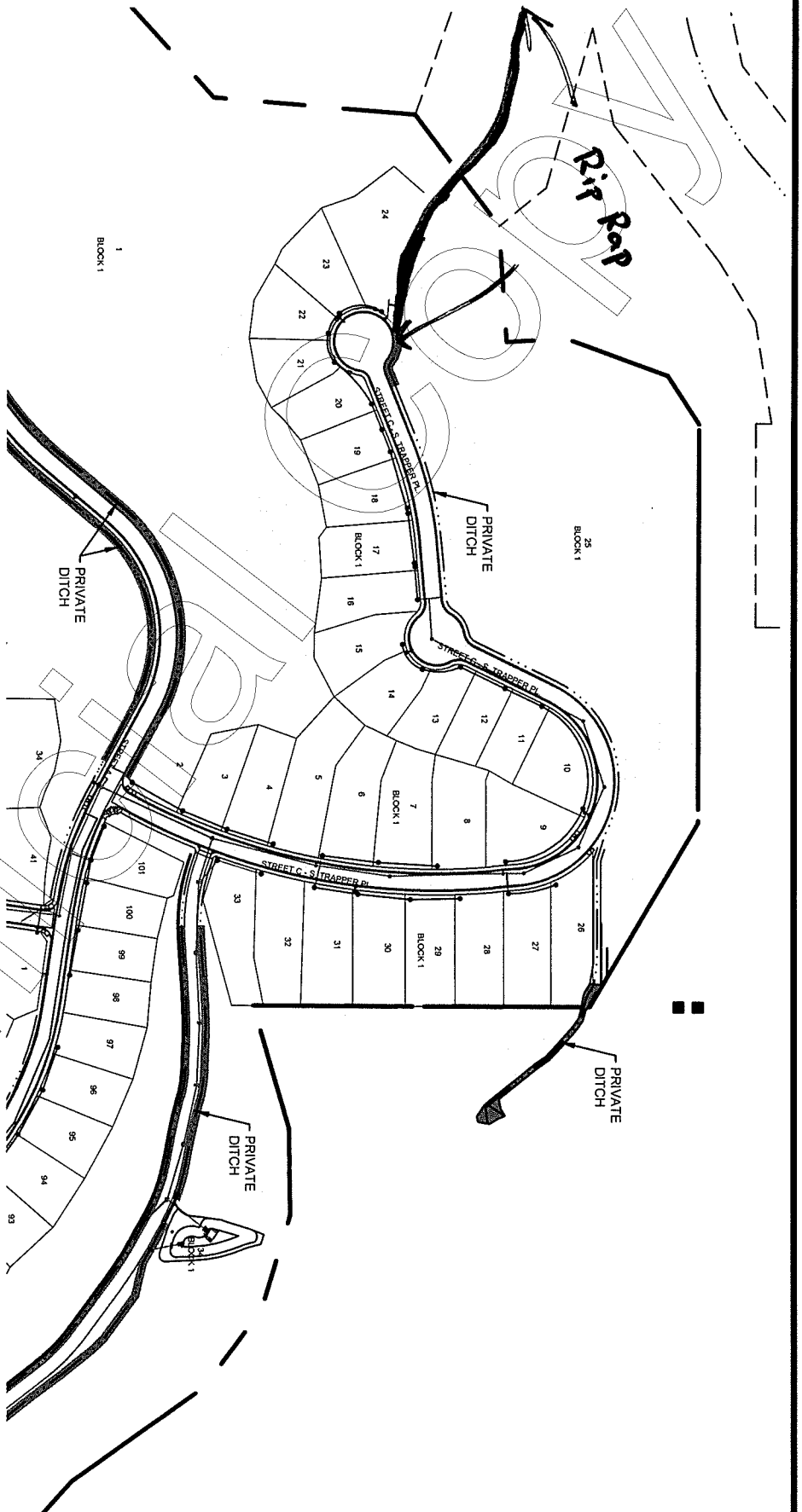
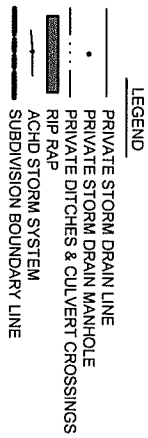
DATE 11/16  
SCALE 1" = 400'

REV # DATE

SEE 2ND SHEET FOR LISTING  
PROJ NO BE-397/1411

1

SHEET 01 OF 3



# HORROCKS ENGINEERS

555 South Bluff Street Suite 101  
St. George, UT 84770

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## WARNING

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MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

# HARRIS RANCH NORTH

PRIVATE STORM DRAIN - NORTH

## DRAWING INFO

DATE 11/16

SCALE 1" = 250'

|       |      |
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| REV # | DATE |
|-------|------|

PROJ. NO: BE-397-1411

**SHEET 2 OF 3**

2

555 South Bluff Street Suite 101  
St. George, UT 84770

435-986-7888  
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**WARNING**

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MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

# HARRIS RANCH NORTH

PRIVATE STORM DRAIN - SOUTH

## DRAWING INFO

11/16

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PROJ. NO: BE-397-1411

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**SHEET 3 OF 3**



**Exhibit “B”**

**[Penitentiary Canal Indemnity and Hold Harmless Agreement – 10 pages]**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 38 of 39**

## INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (this "**Indemnity**") is made and entered into effective November \_\_\_\_, 2015, by and between Hunter Foothills, LLC, an Idaho limited liability company and successor in interest to BHH Investments 1, LLC ("**Indemnitor**") and Harris Family Limited Partnership, an Idaho limited partnership ("**Harris**").

WHEREAS, BHH Investments 1, LLC and Harris entered into that certain Real Estate Purchase and Sale Agreement dated October 24, 2014 (the "**Purchase Agreement**"), wherein Indemnitor, as successor in interest to BHH Investments 1, LLC, is permitted, under terms and conditions identified in the Purchase Agreement, to request certain easements, rights-of-way, licenses, and dedications on Harris property reasonably necessary to satisfy all conditions of the "Approvals," as defined in the Purchase Agreement; provided, however, that development is to be at Indemnitor's sole expense and performance;

WHEREAS, Indemnitor has requested (and Harris hereby agrees to) relocation within the Harris property of certain irrigation works commonly known as the Penitentiary Canal, which irrigation works are operated by the United States of America, represented by the Boise Project Board of Control (the "**Board**");

WHEREAS, in connection with such proposed relocation, the Board has required a "Relocation Agreement," a "Quitclaim Deed," and a "Consent to Use" (collectively, the "**Relocation Documents**") be signed by Harris (as landowner). True and accurate executed copies of the Relocation Documents are attached hereto as **Exhibit A** and made a part hereof;

WHEREAS, the Relocation Documents create certain duties and obligations on Harris; and

WHEREAS, Indemnitor will be performing all of the work authorized pursuant to the Relocation Documents at Indemnitor's sole cost and expense and Indemnitor has agreed to indemnify, defend, and hold Harris harmless for all duties and obligations imposed in connection with such work and/or the Relocation Documents.

NOW, THEREFORE, for valuable consideration received, which consideration is hereby acknowledged, Indemnitor and Harris agree, as follows:

**1. Indemnity.** Indemnitor hereby agrees: (1) to perform all of the work required pursuant to or authorized or contemplated in connection with the Relocation Documents at Indemnitor's sole cost and expense; and (2) to indemnify, defend, and hold harmless Harris and Harris' successors, assigns, affiliates, subsidiaries, parents, officers, members, shareholders, directors, agents and employees, from and against any and all claims, controversies, disputes, liabilities, demands, damages, costs or expenses (including attorneys' fees in defending against any indemnified claim) and causes of action of any and every nature whatsoever, known or unknown, which claims are asserted by any entity or person as a result of, or arising out of, or in any manner related to the Relocation Documents and the work required, authorized to be performed, or contemplated therein.

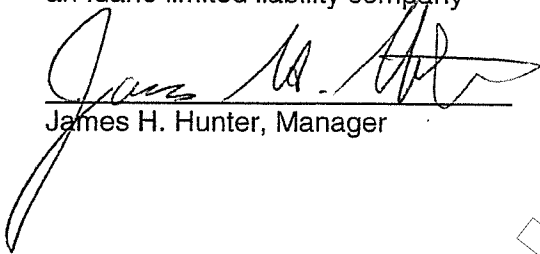
**2. Effect on Purchase Agreement.** Except as explicitly stated herein, this Indemnity shall not alter or amend the terms, conditions, or obligations of the parties as set forth in the Purchase Agreement.

3. **Miscellaneous.** This Indemnity shall be binding upon Indemnitor and its heirs, representatives, successors and assigns, and shall inure to the benefit of Harris and its successors and assigns. This Indemnity shall be governed by the laws of the State of Idaho. The prevailing party upon default of this Indemnity shall be entitled to costs and attorneys' fees incurred, with or without suit and in any appeal. The failure of Harris to promptly enforce any right or remedy under this Indemnity shall not constitute a waiver thereof and shall not affect or impair the liability of Indemnitor. If any provision of this Indemnity is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Indemnity and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included. This Indemnity may be signed in counterpart with the same effect as if all parties signed on one original copy of this Indemnity.

DATED effective as of the date first above written.

**INDEMNITOR:**

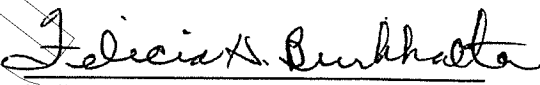
HUNTER FOOTHILLS, LLC,  
an Idaho limited liability company

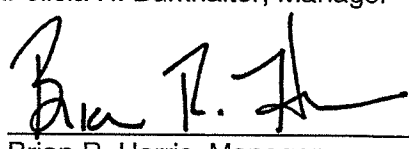
  
James H. Hunter, Manager

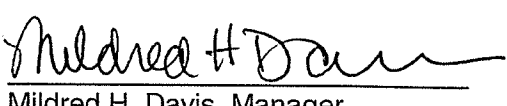
**HARRIS:**

HARRIS FAMILY LIMITED PARTNERSHIP,  
an Idaho limited partnership

By: Harris Management, LLC  
Its: General Partner

  
Felicia H. Burkhalter, Manager

  
Brian R. Harris, Manager

  
Mildred H. Davis, Manager

**EXHIBIT A**

**Signed Copies of Relocation Documents**

Unofficial Copy

When recorded please return to:  
Snake River Area Office, MSF-6125  
Bureau of Reclamation  
230 Collins Road  
Boise, ID 83702-4520

Contract No. 5-07-11-L3583

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Boise Project, Idaho

RELOCATION AGREEMENT AND CONFIRMATION DEED

THIS RELOCATION AGREEMENT (Agreement), made this \_\_\_ day of \_\_\_\_\_, 2015, pursuant to the Act of Congress approved June 17, 1902, (32 Stat. 388; 43 U.S.C. § 391) and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, including Section 14 of the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), and pursuant to the Act of Congress of August 30, 1890 (43 USC § 945) by and between **THE UNITED STATES OF AMERICA**, hereinafter called the United States, represented by the authorized official executing this Agreement; the **BOISE PROJECT BOARD OF CONTROL**, an entity organized and existing under the laws of the State of Idaho, hereinafter called the Board; and **HARRIS FAMILY LIMITED PARTNERSHIP**, an Idaho limited partnership, its successors and assigns, hereinafter called the Landowner,

WITNESSETH, THAT:

WHEREAS, the United States patented the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, T. 3 N., R. 3 E., Lots 5 and 11 of Section 25, T. 5 N., R. 4 E., Lot 14 of Section 10, T. 3 N., R. 2 E., and Lot 8 of Section 31, T. 4 N., R. 2 E. of the Boise Meridian, now located in Ada County, Idaho, on August 7, 1906, reserved to the United States therein a right of way for ditches or canals constructed by the authority of the United States; and,

WHEREAS, in connection with the Arrowrock Division, Boise Project, Idaho, hereinafter called the Project, the United States through the Department of the Interior, Bureau of Reclamation, hereinafter called Reclamation, has pursuant to the Federal Reclamation Laws, constructed certain irrigation works thereon identified as the Penitentiary Canal, hereinafter called the facility, which is located across the real property now owned by the Landowner; and,

WHEREAS, the Boise Project Board of Control is responsible for operating and maintaining said facility under a repayment contract with the United States; and,

WHEREAS, the Landowner desires to relocate a portion of said facility to a new location

within their property; and,

WHEREAS, it is in the mutual interest of the United States, the Board and the Landowner to effect a relocation of a portion of said facility.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. In consideration of benefits to be derived, the Landowner does hereby ratify, approve and confirm the perpetual right of the United States, its successors and assigns, under said reserved right-of-way, to have ingress and egress to said property and to lay out, construct, reconstruct, inspect, operate, and maintain a piped canal, together with all necessary appurtenances, supports, fixtures, facilities, and devices, used or useful in the operation of said canal, through, under, over and across the following described property located in the County of Ada, State of Idaho, to wit:

That portion in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, T. 3 N., R. 3 E. of the Boise Meridian, included in Parcel 2, more particularly described in EXHIBIT C and depicted on EXHIBIT D, said exhibits attached hereto and by this reference made a part hereof.

Said canal will remain the property of and be maintained by the United States, its successors and assigns.

2. The right of way confirmed herein shall include the right to (a) trim, cut, fell and remove timber, underbrush, and other vegetation, structures and any other obstructions or obstacles within the limits of the right of way, (b) store vehicles, equipment, and construction materials, and (c) such other uses requisite in the construction, operation, use and maintenance of said canal.

3. The Landowner, their heirs, successors, or assigns, reserve(s) the right to cultivate, use, and enjoy the premises for any purposes which will not interfere with the right of way, rights, and privileges herein confirmed to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings or structures, or permission to the public to use any part thereof without advance written permission on behalf of the United States or its assigns.

4. The right of way confirmed herein is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines on, over and across said Parcel 2, and to any mineral rights of record outstanding in third parties on the date of this agreement.

5. The Landowner covenants that the title to the premises herein described are vested in the Landowner, subject only to the interests, liens, or encumbrances expressly provided herein. The Landowner shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Landowner may be advised by the United States are

necessary and proper to show in the Landowner title sufficient to grant the above easement free and clear of encumbrances. The expense of recording this agreement shall be borne by the Landowner.

6. The right of way confirmed herein by the Landowner to the United States and the quitclaim to be executed from the United States to the Landowner in conformance with this agreement have been determined to be of approximately equal value.

7. The Landowner shall construct the relocated section of the facility in accordance with plans approved in advance by the United States and the Board and in a manner and condition satisfactory to the United States and the Board. The United States and the Board shall have the right to inspect the construction and materials involved with the relocation of the facility. The relocated section shall be constructed in a condition that will cause no reduction in the flow of water through the facility at its present designed capacity. Upon completion, the relocated section of the facility shall be inspected by the United States and the Board or by their representatives and the Landowner will be notified in writing of the approval or disapproval thereof. In case of disapproval, the Landowner shall be advised of the corrective action(s) required before the new facilities will be approved. Upon approval of the completed facility, the ownership of said relocated facility shall vest in the United States.

In case of failure of the relocated facility within five (5) years of the recording of this agreement, the Landowner shall be advised of any corrective action required. If time permits, the Landowner will be allowed to complete the required corrective action. If not, the United States or the Board may complete the corrective action and bill the Landowner for the fair and reasonable costs thereof, which costs the Landowner hereby agrees to pay within 30 days of the bill.

8. The construction of the relocated facility shall be accomplished at such time and in a manner that will not at any time stop or impede the flow of water in the facility. Timing of work shall be subject to the approval of the United States and the Board or its representative.

9. For and in consideration of the above, and Six Hundred Fifty Dollars (\$650.00) for the administrative costs of processing this Agreement, receipt of which is hereby acknowledged, the United States shall remise, release, and forever quitclaim to the Landowner, their heirs, successors, or assigns, all of its right, title, and interest in and to that portion of the previously exercised right of way and appurtenances thereto that will be abandoned as a result of the relocation, and which cross Landowner's property. This abandonment is not intended nor shall it be construed or interpreted to abandon or relinquish rights by the United States to exercise additional reserved rights in the future under provisions of the Act of August 30, 1890. The premises covered by said quitclaim by the United States will be that portion of the Penitentiary Canal easement described in Parcel 1, more particularly described in EXHIBIT A, and depicted on EXHIBIT B. Said EXHIBITS A and B, are attached hereto and by this reference made a part hereof. The quitclaim will also contain the following notice, acceptance, covenants and stipulations:

"NOTICE IS HEREBY GIVEN that:

(a) Acting pursuant to the requirements of 40 CFR 373, on September 29, 2015,

the United States performed a hazardous waste survey on the subject lands. The land is being quitclaimed to the Purchaser in the same condition as existed on the date of said survey and which is more particularly described in the survey. No remediation by the United States on behalf of the Purchaser has been made or will be made because none is necessary.

**THE INFORMATION CONTAINED IN THIS NOTICE IS REQUIRED UNDER AUTHORITY OF REGULATIONS PROMULGATED UNDER SECTION 120(h) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA OR "SUPERFUND"), 42 U.S.C. SECTION 9620(h).**

The United States has conducted a search of files at the Bureau of Reclamation Middle Snake Field Office, Boise, Idaho, to identify available information with respect to hazardous substances that were stored for one year or more, known to have been released, or disposed of at the property. That search of available information produced no information on hazardous substances so stored, released or disposed.

(b) Grantee accepts the premises and appurtenances as is.

(c) CERCLA Environmental Covenants and Stipulations:

1. To the extent the United States is determined responsible, United States warrants that any response action or corrective action found to be necessary after the date of the transfer shall be conducted by the United States.

2. Grantee grants the United States access to the property in any case in which a response action or corrective action is found to be necessary by the United States after such date at such property, or such access is necessary to carry out a response action or corrective action on adjoining property."

10. No member of or delegate to Congress or resident commission shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.



THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Roland K. Springer  
Area Manager  
Bureau of Reclamation  
230 Collins Road  
Boise ID 83706-1234

LANDOWNER:

HARRIS FAMILY LIMITED PARTNERSHIP,  
an Idaho limited partnership

By: Harris Management, LLC,  
an Idaho limited liability company  
Its: General Partner

By: Felicia H. Burkhalter  
Felicia H. Burkhalter, Manager

By: Brian R. Harris  
Brian R. Harris, Manager

By: Mildred H. Davis  
Mildred H. Davis, Manager

This agreement has been considered and is hereby approved by the BOISE PROJECT BOARD  
OF CONTROL, this 9 day of November, 2015.

By: Tim Page  
Tim Page, Manager  
Boise Project Board of Control  
2465 Overland Road  
Boise, ID 83706-1234

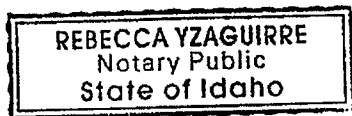
ACKNOWLEDGEMENT

STATE OF IDAHO                     )  
                                              )s.s.  
County of Ada                     )

On this 19 day of November, 2015, before me, a Notary Public in and for said State, personally appeared Felicia H. Burkhalter, Brian R. Harris and Mildred H. Davis, known or identified to me to be the authorized Managers of Harris Management, LLC, an Idaho limited liability company, the General Partner of HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, and the persons whose names are subscribed to the within instrument on behalf of said company for and on behalf of said partnership and acknowledged to me that said partnership executed the same.

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

(SEAL)



Rebecca Yzaguirre  
Notary Public  
Notary Public in and for the  
State of Idaho  
Residing at: Boise, ID  
My Commission Expires: 9-25-2021

ACKNOWLEDGEMENT

STATE OF IDAHO                     )  
                                              )s.s.  
County of Ada                     )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, \_\_\_\_\_, known to me to be the official of THE UNITED STATES OF AMERICA, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Notary Public in and for the  
State of Idaho  
Residing at:

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF IDAHO            )  
                                      )s.s.  
County of Ada             )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, \_\_\_\_\_, known to me to be the official of BOISE PROJECT BOARD OF CONTROL, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

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Notary Public  
Notary Public in and for the  
State of Idaho  
Residing at:  
My Commission Expires:

**Exhibit “C”**

**[Operation and Maintenance Plan for Storm Water Facilities for Harris Ranch North  
Subdivision No. 1 and No. 2 – 30 pages]**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HARRIS NORTH – Page 39 of 39**

# Operations and Maintenance Manual

## Stormwater Facilities

### Harris Ranch North

City of Boise  
Ada County, Idaho

November 2016



Horrocks Engineers  
5700 E Franklin Rd. Suite 160  
Nampa, ID 83687

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## Purpose

The purpose of this document is to outline the responsibilities of the owners and operators of the Harris Ranch North Subdivision HOA in maintenance and upkeep of the stormwater facilities installed to treat stormwater runoff. Please see the Declaration of Covenants, Conditions, Restrictions and Easements for Harris North for maintenance, access and easement clarification and additional responsibilities.

The storm systems that have been installed on site include:

- Underground storm catchment and piping
- Detention Pond
- Infiltration Basins
- Sediment Basins
- Roadside Ditches
- Seepage Beds
- Culverts

The attached construction plans outline the facilities design and location. See also attached Exhibits 1, 2 and 3 depicting HOA and ACHD facilities and their location.

## Responsibilities:

The stormwater facility consists of piping and catchment, culverts, ditches and sediment basin for offsite conveyance, subsurface seepage beds and detention/infiltration ponds.

The Home Owner's Association (HOA) shall own and maintain all storm drainage facilities located within the private property within the designated easement granted as well as the systems located out of the subdivision property as shown in exhibit 1, as outlined in the license agreements attached and identified in the Declaration of Covenants, Conditions, Restrictions and Easements for Harris North.

Underground Storm Pipe and Vaults – HOA shall maintain all private underground pipe systems and culverts to ensure that they are free flowing and free from leakage. This includes clearing debris from catch basins (surface and inside basin) on a regular basis. Evidence of slow draining facilities as evidenced by free standing water shall be investigated and remedied.

Detention Pond – HOA shall maintain the facilities of the Detention Ponds located adjacent to the emergency access road. Maintenance of these facilities is outlined in the following section for *Drainage Basins and Forebays*.

Seepage Beds – HOA shall maintain the facilities of the private seepage beds located at the base of the subdivision east and west of the main entrance road (see exhibit 1). Maintenance of these facilities is outlined in the following section for *Seepage Beds*.

Sediment Basins, Ditches and Sumps – HOA shall maintain the facilities of the private roadside ditches, large sediment basin and sumps of private storm drain boxes located alongside the public roadways. (see exhibit 1). Generally, ditches are present where homes do not front the roadway. Maintenance of these facilities is outlined in the following section for *Sediment Basins, Ditches and Sumps*.

ACHD Ponds – Although ACHD will provide heavy maintenance on the Public ACHD ponds, the HOA shall provide some maintenance on the three large ACHD ponds (see exhibit 1). Maintenance of these facilities is outlined in the following section for *ACHD Ponds*.

**General Care:**

HOA shall ensure that there is a regular trash clean up as well as mowing of grassy areas as needed.  
General care inspections should be scheduled monthly.

Unofficial Copy

## Detention Basins - Private

### Operations & Maintenance Plan

**Detention Basins** consist of open rock lined or grass lined ponds or "basins" that receive stormwater from impervious areas. The detention basins located on either side of the paved emergency access road catch runoff from the paved roadway. A weir plate with a small opening at the bottom of the plate allows water to flow from the pond into the adjacent Spring or "Squaw" Creek drainage. All detention basins and forebays shall be inspected. These inspections shall occur, at a minimum, quarterly for the first two years from the date of installation, then two times per year afterwards, or within 48 hours after each major storm (25 year event or larger, flood events, exceptionally high flows). Recommended inspection times are early spring (March or April) and late fall (September and October). The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

**Detention Basins:** If the detention basin does not drain in 48 hours, the detention basin has failed or the outlet structure has been obstructed. If water is noticed in the basin after 48 hours of a major storm, the basin may require maintenance.

- Check for debris/sediment accumulation on the bottom of the basin, dredge and remove sediment and evaluate upland causes (erosion, surface or roof debris, etc)

**Forebays (Sediment Trap):** The detention pond has been oversized to account for the forebay treatment. If water ponds in the basin for more than 48 hours after a major storm and no other cause is identified, it may be necessary to inspect the outlet structure and weir plate to ensure it is not clogged with sediment or debris.

- Any debris or sediment located on or around the berm should be removed and disposed of properly. Replace clay as needed if removed with sediment removal to maintain 1' thick clay layer.

- If water remains in the infiltration basin for 36-48 hours after storm, check for sediment accumulation in the forebay.

- If less than 15% capacity remains in the basin or 2" of sediment has accumulated, remove and dispose the sediment.

**Spill Prevention:** Virtually all sites, including residential and commercial, present dangers from spills. See the attached SWPPP for special site considerations.

- Activities that pose the chance of hazardous material spills shall not take place near infiltration basins and detention ponds.

**General Yearly Inspections:** Whether private or public, the following items should be inspected annually on all ponds:

- Check for debris, trash and general items that can be easily removed.
- Check for damage, burrowing or blockages caused by rodents or other animals. Burrows can undermine structural components, leading to unwanted settlement. Burrows may also alter flow paths through berms causing piping and erosion problems in the berms and slopes. Contact a licensed professional pest control service for removal.
- Check for vegetation maintenance needed. If needed, reestablish permanent native vegetation on eroded slopes (annually in the spring). Mow vegetation within ponds to a minimum height of 6" (annually in late April/early May). Remove trimmed and/or mown material out of pond.



**Access** to the infiltration basin and forebays is required for efficient maintenance. Egress and ingress routes will be maintained to design standards at inspections. Gravel access roads will be inspected yearly and surface repaired as needed to maintain access. See section 3.6.2.10 of the Declaration of Covenants, Conditions, Restrictions and Easements for maintenance on the east emergency access road.

## **Detention/Infiltration Basins – Public (ACHD)**

### **Operations & Maintenance Plan**

**Public Detention/Infiltration Basins** consist of open rock lined or grass lined ponds or “basins” that receive stormwater from impervious areas. There are three ACHD ponds identified as Pond A, Pond B and Pond C (see exhibit 1). Ponds A and C are detention ponds and Pond B is an infiltration pond. Pond A is located on Harris Ranch road above the second entrance road switch back and receives stormwater and slowly discharges it to the lower Pond B for infiltration located east of the first entrance road switch back. Pond C is located east adjacent to the emergency access road and collects stormwater and releases it to Spring Creek at the predeveloped flow rate. ACHD will perform the heavy maintenance on these ponds. However, the HOA is responsible for some minor maintenance. The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

**Detention Basins:** If the detention basin does not drain in 48 hours, the detention basin has failed or the outlet structure has been obstructed. If water is noticed in the basin after 48 hours of a major storm, the basin may require maintenance. Notify ACHD.

**Spill Prevention:** Virtually all sites, including residential and commercial, present dangers from spills. See the attached SWPPP for special site considerations.

- Activities that pose the chance of hazardous material spills shall not take place near infiltration basins and detention ponds.

**General Yearly Inspections:** Whether private or public, the following items should be inspected annually on all ponds:

- Check for debris, trash and general items that can be easily removed.
- Check for damage, burrowing or blockages caused by rodents or other animals. Burrows can undermine structural components, leading to unwanted settlement. Burrows may also alter flow paths through berms causing piping and erosion problems in the berms and slopes. Contact a licensed professional pest control service for removal.
- Check for vegetation maintenance needed. If needed, reestablish permanent native vegetation on eroded slopes (annually in the spring). Mow vegetation within ponds to a minimum height of 6" (annually in late April/early May). Remove trimmed and/or mown material out of pond.

**Access** to the infiltration/detention basins shall be maintained by ACHD. Notify ACHD of any access concerns observed during the visual inspection of ACHD ponds.

1. These facilities have been designed by Horrocks Engineers and approved by the City of Boise, ACHD and the local governing authorities. The size of the retention ponds (infiltration basins) and/or drainage swales shall not be altered prior to written approval of the City of Boise, ACHD and design by a registered engineer. Any modification of these facilities could alter the manner in which stormwater is handled and could result in drainage conveyance problems resulting in flooding.

## Seepage Beds

### Operations & Maintenance Plan

**Seepage Beds** receive runoff in a shallow excavated trench that has been backfilled with stone to form a below ground reservoir. The seepage beds are wrapped in filter fabric with a layer of sand installed at the bottom of the rock trench. The seepage beds should be in the form of a ditch at the surface. There is a seepage bed installed at the west end of the rock fall berm east of the lower infiltration pond at the main entrance. There is another seepage bed installed at the toe of the slope west of the main entrance road at the bottom of the hillside. Both of these seepage beds capture runoff from the native hillside. All seepage beds shall be inspected. These inspections shall occur two times per year, or within 48 hours after each major storm (25 year event or larger, flood events, exceptionally high flows). Recommended inspection times are early spring (March or April) and late fall (September and October). The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

**Ditch:** If the seepage bed does not drain in 48 hours indicated by ponding or standing water in the ditch at the surface. If water is noticed in the ditch after 48 hours of a major storm, the seepage bed may require maintenance. Clogging will most likely be the main purpose of standing water. Sediment and debris may be required to be removed from the ditch.

- Check for debris/sediment accumulation on the bottom of the ditch, dredge and remove sediment and evaluate upland causes (erosion, or debris, etc)
- Any debris or sediment located on or around the ditch should be removed and disposed of properly. Replace rock as needed if removed with sediment removal.

**Spill Prevention:** Virtually all sites, including residential and commercial, present dangers from spills. See the attached SWPPP for special site considerations.

- Activities that pose the chance of hazardous material spills shall not take place near seepage beds.

**Access** to the seepage beds is limited but best efforts shall be in place to access beds for efficient maintenance with the appropriate equipment and vehicle needed. Egress and ingress routes will be maintained.

# Underground Tanks, Vaults, Culverts & Storm Drain Pipes

## Operations & Maintenance Plan

**Sand / Oil Separator Vaults** separate the sediment and oils from the water prior to discharge into an infiltration system. Underground facilities shall be inspected annually and within 48 hours after each major storm event (25 year event or larger, flood events, exceptionally high flows). The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

**Vaults:** Shall be inspected for cracks or damage during each inspection. The vaults shall be cleaned out yearly or after no more than 6 inches of sediment has accumulated. If there is a valve on the outlet pipe it shall be closed otherwise the outlet shall be plugged prior to cleanout. Grit and sediment that has settled to the bottom of the chamber shall be removed during each cleaning.

- Water and sediment in the detention chamber shall be removed, tested, and disposed of in accordance with regulations.
- Cleaning shall be done without use of detergents or surfactants. A pressure washer may be used if necessary.
- Oils accumulated in the primary chambers of the sand/oil separators shall be pumped out on a regular basis as needed (semi-yearly) and disposed of in a manner that complies with all local and regional jurisdictional guidelines.

**Catch Basins & Storm Drain Pipes** collect and convey storm water to the sand/oil separator vaults and then ultimately to the detention basin. Catch basins and storm drain pipes shall be inspected annually, after the occurrence of flood events or exceptionally high flows in the conveyance system and if surface water is ponding at catch basin locations. The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

- Visual inspections for debris, sediment and collapsed pipe. If pipelines cannot be inspected visually, the line should be inspected using a pipeline camera.
- Water flushing (jetting) pipelines to remove debris and sediment. Vacuum trucks can be used to collect and remove debris and sediment from catch basins after pressure washing pipelines and catch basins.

**Source Control** measures typically include structural and non-structural controls. Non-structural controls can include street sweeping and other good housekeeping practices. It is often easier to prevent pollutants from entering stormwater than to remove them. Source control measures shall be inspected and maintained (where applicable).

**Spill prevention** procedures require high-risk site users to reduce the risk of spills. See attached SWPPP for special Site Considerations.

**Training and/or written guidance information** for operating and maintaining detention facilities shall be provided to all property owners and tenants. A copy of the O&M Plan shall be provided to all property owners and tenants.

**Access** to all facilities is required for efficient maintenance.

Egress and ingress routes shall be open and maintained to design standards. See section 3.6.2.10 of the Declaration of Covenants, Conditions, Restrictions and Easements for maintenance on the east emergency access road.

**Insects & Rodents** shall not be harbored in the Vaults or underground pipe system. Pest control measures shall be taken when insects/rodents are found to be present.

## **Sediment Basins, Ditches and Sumps**

### **Operations & Maintenance Plan**

**Sediment Basins** are located adjacent to the public roadway that capture open hillside area runoff into roadside ditches. Ditches are routed through sediment basins with check dams and sumps located in culverts prior to being discharged into the public system. These basins should be inspected. These inspections shall occur, at a minimum, quarterly for the first two years from the date of installation, then two times per year afterwards, or within 48 hours after each major storm. Recommended inspection times are early spring (March or April) and late fall (September and October). The facility owner should keep a log, recording all inspection dates, observations, and maintenance activities. The following items shall be inspected and maintained as stated:

**Sediment Basins:** all sediment should be cleaned out and removed and hauled off site and disposed of properly. Locations include major sediment basin along main entrance road Barber Dr. upstream of Detention Pond A. All check dams located in roadside swales throughout site.

- Check for debris/sediment accumulation on the bottom of the basin, dredge and remove sediment and evaluate upland causes (erosion, surface or roof debris, etc)

#### **(Sediment Trap): Sumps**

- Any debris or sediment located on or around the dams should be removed and disposed of properly.
- If less than 15% capacity remains in the basin or 2" of sediment has accumulated, remove and dispose the sediment.

**Roadside Ditches:** all sediment should be cleaned out and removed and hauled off site and disposed of properly. Locations include all ditches adjacent to roadways whether lined with grass or rock.

- Check for debris/sediment accumulation on the bottom of the ditches, dredge and remove sediment and evaluate upland causes (erosion, surface or roof debris, etc)
- Check for erosion of sideslopes and flowline. Place and compact fill material as needed to reshape ditch where eroded. Replace rip rap and fabric as needed per plan details. Install check dams and straw wattles as needed to re-stabilize slopes on grass lined ditches repaired.
- Check for vegetation maintenance needed. If needed, reestablish permanent native vegetation on eroded slopes (annually in the spring). Mow vegetation within ditches to a minimum height of 6" (annually in late April/early May). Remove trimmed and/or mown material out of ditch.

**Spill Prevention:** Virtually all sites, including residential and commercial, present dangers from spills. See the attached SWPPP for special site considerations.

- Activities that pose the chance of hazardous material spills shall not take place near infiltration basins.

**Access** to the sediment basins is required for efficient maintenance. Egress and ingress routes and integrity of surface will be maintained to design standards at inspections and inspected annually.

#### **Notes:**

1. These facilities have been designed by Horrocks Engineers and approved by the City of Boise, ACHD and the local governing authorities. The size of the retention ponds (infiltration basins) and/or drainage swales shall not be altered prior to written approval of the City of Boise, ACHD and design by a registered engineer. Any modification of these facilities could alter the manner in which stormwater is handled and could result in drainage conveyance problems resulting in flooding

Unofficial Copy

## Operation and Maintenance Recordkeeping

Keeping adequate records on the operation and maintenance of your storm water system is important. Not only does proper recordkeeping provide a useful record of past operation and maintenance practices, but also provides the owner or operator documentation that the storm water system has been properly operated and maintained. In addition, proper recordkeeping provides the following advantages:

- It provides a new system owner or operator with needed information on routine operation and maintenance procedures, frequencies, and associated costs.
- It contains information which may be useful in updating your O&M plan.
- It provides a central source of information to any federal, state, or local agency that may request information on your storm water system.

Operation and Maintenance records shall be kept for a minimum of **five years**. Information that can be included in your records includes the O&M Plan, maintenance reports, invoices for materials or work contracted, copies of permits, and laboratory analysis results which characterize clean-out wastes.

## Inspection Cover Sheet

Date: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Facility Owner: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspector Phone Number: \_\_\_\_\_

### Important Safety Information

- Never enter a confined space or trench unless you have proper Occupational Health and Safety (OSHA) training. Do not enter any confined space unless the atmosphere has been checked and proper safety equipment is worn or erected.
- Check the ventilation in the storm water system before using ignitable materials. Some storm water systems have poor ventilation and can pose a safety risk to the inspector if the vapor comes in contact with an open flame.
- Always cover or clearly mark excavated areas as potential safety risks if the areas cannot be filled in by the end of a work day.

Inspection comments:

## Maintenance Report Form

Date: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Name of Person Overseeing Maintenance: \_\_\_\_\_

Type of System: \_\_\_\_\_

Date of Last Inspection: \_\_\_\_\_

**Describe maintenance activities, including type of work, completion dates, contractors, time needed to complete task, and cost.**

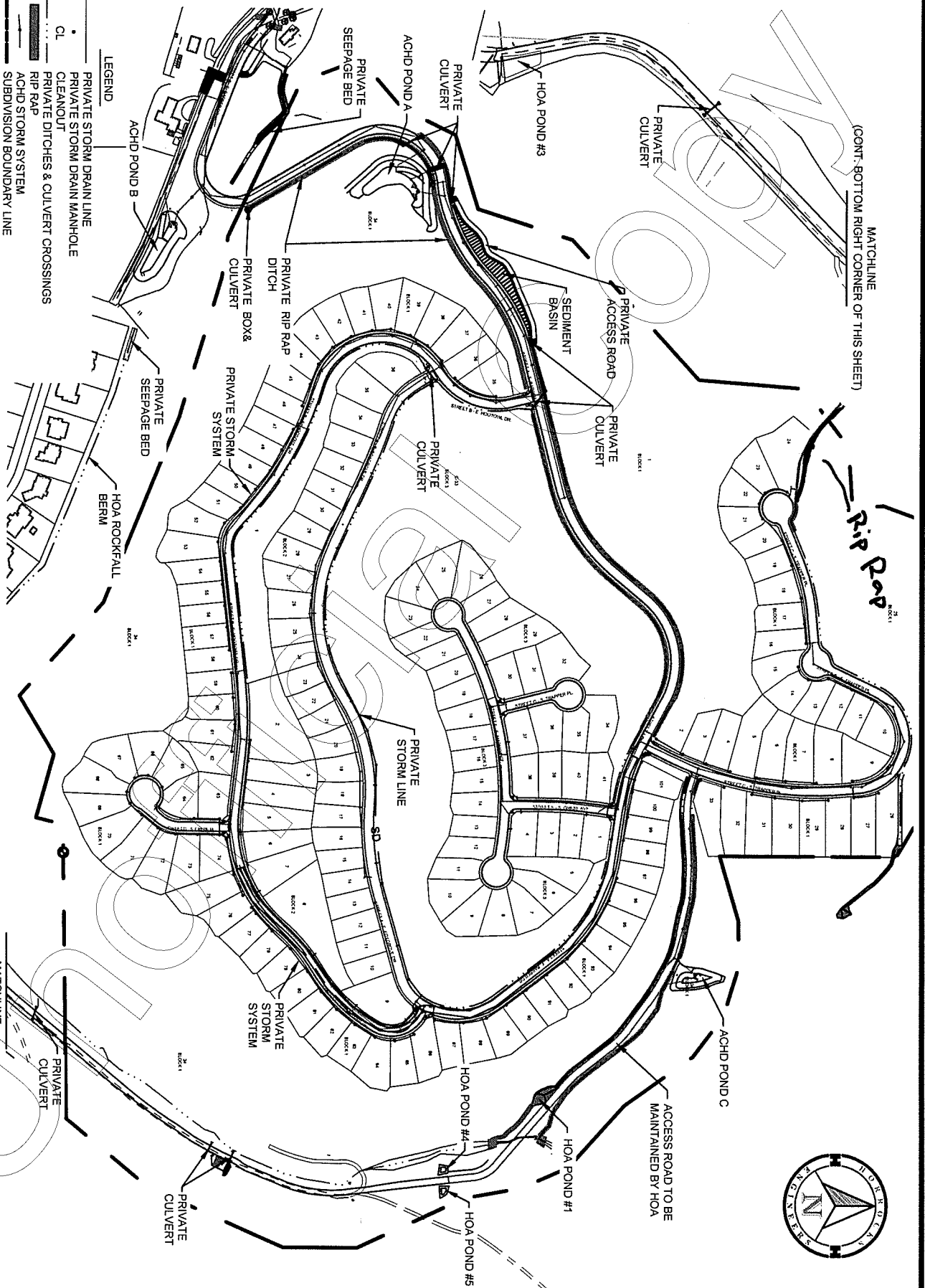


### Detention Basin O&M

| Stormwater system feature | Are any of these conditions present?                    | ✓ | Problem                                                                        | Recommendation                                                                                                                                                                                                                                                             |
|---------------------------|---------------------------------------------------------|---|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | Standing water is present 48 hours after storm event.   |   | Sediment buildup on bottom or sides of system.                                 | Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine bottom of basins to ensure sediment is removed and proper storage can be met..                                                |
|                           | Standing water is present 48 hours after storm event.   |   | Detention system incorrectly designed.                                         | Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Contact the Boise Public Works Department for more information. Orifice hole may not be sized correctly. Contact an engineer to size basin and orifice plate. |
|                           |                                                         |   | An obstruction is present blocking flow through the outlet structure           | Clear all debris and sediment from the orifice plate, overflow grate and overflow pipe.                                                                                                                                                                                    |
|                           | Offensive odor, color, or sludge is present.            |   | Unknown or uncharacteristic substance.                                         | Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.                                                                                  |
|                           | Propane, oil, or gasoline odor or puddle is present.    |   | Accumulation of petroleum products.                                            | Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.                                                                                                                                                     |
|                           | Excessive debris, sediment, and oil buildup is present. |   | Pretreatment system not working properly<br>pretreatment system not installed. | Clean out accumulated debris in pretreatment system and dispose of properly Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.                                                  |

## Oil Water Separator O&M

| Stormwater system feature      | Are any of these conditions present?                                                                                    | ✓ | Problem                                                                       | Recommendation                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Conventional gravity separator | discharge water is discolored, turbid, or has an oil sheen                                                              |   | excessive sediment or oil accumulation<br>damaged baffle incorrectly designed | Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly. Check baffle integrity. If damaged, repair or replace to design specifications. Contact the design engineer to check if the system is appropriately sized for the drainage basin. If it isn't, then upgrade system with an additional or larger separator. |
|                                | sediment accumulation exceeds 1' in bottom of vault                                                                     |   | excessive sediment                                                            | Vactor or shovel out sediment. Dispose of sediment properly.                                                                                                                                                                                                                                                                                                                  |
|                                | standing water is present 24 hours after storm event                                                                    |   | sediment buildup blocks flow through separator                                | Vactor or shovel out sediment. Dispose of sediment properly.                                                                                                                                                                                                                                                                                                                  |
|                                | yard wastes or nondegradable materials (glass, plastic, styrofoam, etc.) are present in the vault or inlet/outlet pipes |   | accumulation of trash and debris                                              | Remove trash and debris from vault and inlet/outlet pipes. Dispose of wastes properly.                                                                                                                                                                                                                                                                                        |
|                                | oil accumulation exceeds 1" at water surface                                                                            |   | excessive oil accumulation                                                    | Vactor or manually remove oil from water surface. Dispose of waste properly.                                                                                                                                                                                                                                                                                                  |
|                                | pipes broken or damage; cracks in pipe are wider than 1/4" at the joint                                                 |   | damaged inlet/outlet pipes                                                    | Replace pipe or repair to original design specifications.                                                                                                                                                                                                                                                                                                                     |
|                                | cover cannot be opened; cover is corroded or damaged                                                                    |   | defective access cover                                                        | Repair or replace cover to original design specifications.                                                                                                                                                                                                                                                                                                                    |
|                                | cracks in vault are wider than 1/2"; soil enters the vault through the cracks                                           |   | structural damage to vault                                                    | Replace or rebuild the vault to design specifications.                                                                                                                                                                                                                                                                                                                        |
|                                | baffles are cracked, warped, or corroded                                                                                |   | defective baffles                                                             | Repair or replace baffles to original design specifications                                                                                                                                                                                                                                                                                                                   |
| Coalescing plate separator     | discharge water is discolored, turbid, or has an oil sheen                                                              |   | excessive sediment or oil accumulation<br>damaged coalescing plate            | Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly. Check coalescing plate integrity. If damaged, repair or replace to design specifications.                                                                                                                                                                  |
|                                | sediment accumulation exceeds 1' in depth in vault                                                                      |   | excessive sediment                                                            | Vactor or shovel out sediment deposits on vault bottom. Dispose of sediment properly.                                                                                                                                                                                                                                                                                         |
|                                | yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.                     |   | accumulation of trash and debris                                              | Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.                                                                                                                                                                                                                                                                                       |
|                                | oil accumulation exceeds 1" at water surface                                                                            |   | excessive oil accumulation                                                    | Vactor or manually remove oil from water surface. Dispose of waste properly.                                                                                                                                                                                                                                                                                                  |
|                                | pipes are broken or damaged; pipe has cracks wider than 1/4" at the joint                                               |   | damaged inlet/outlet pipe                                                     | Replace or repair pipe to original specifications.                                                                                                                                                                                                                                                                                                                            |
|                                | standing water is present 24 hours after storm event                                                                    |   | sediment buildup blocks flow through separator                                | Vactor or shovel out sediment. Dispose of sediment properly.                                                                                                                                                                                                                                                                                                                  |
|                                | baffles are cracked, warped, or corroded                                                                                |   | defective baffles                                                             | Repair or replace baffles to original design specifications                                                                                                                                                                                                                                                                                                                   |



LEGEND

- PRIVATE STORM DRAIN LINE
- PRIVATE STORM DRAIN MANHOLE
- CL
- PRIVATE DITCHES & CULVERT CROSSINGS
- ACHD POND
- ACHD STORM SYSTEM
- SUBDIVISION BOUNDARY LINE

**HORROCKS**  
**ENGINEERS**

555 South Bluff Street Suite 101  
St. George, UT 84770  
435-986-7888  
www.horrock.com

WARNING

IF THIS BAR DOES NOT  
MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

HARRIS RANCH NORTH

PRIVATE STORM DRAIN

(CONT. UPPER LEFT CORNER OF THIS SHEET)

(CONT. BOTTOM RIGHT CORNER OF THIS SHEET)

DRAWING INFO

|       |           |
|-------|-----------|
| DATE  | 11/16     |
| SCALE | 1" = 400' |
| REV # |           |
| DATE  |           |

SEE 2ND SHEET FOR LISTING  
PROJ. NO. BE-397-1411



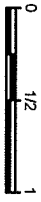
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WARNING



IF THIS BAR DOES NOT  
MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

# HARRIS RANCH NORTH

PRIVATE STORM DRAIN - NORTH

DRAWING INFO

DATE 11/16  
SCALE 1" = 250'

REV # DATE

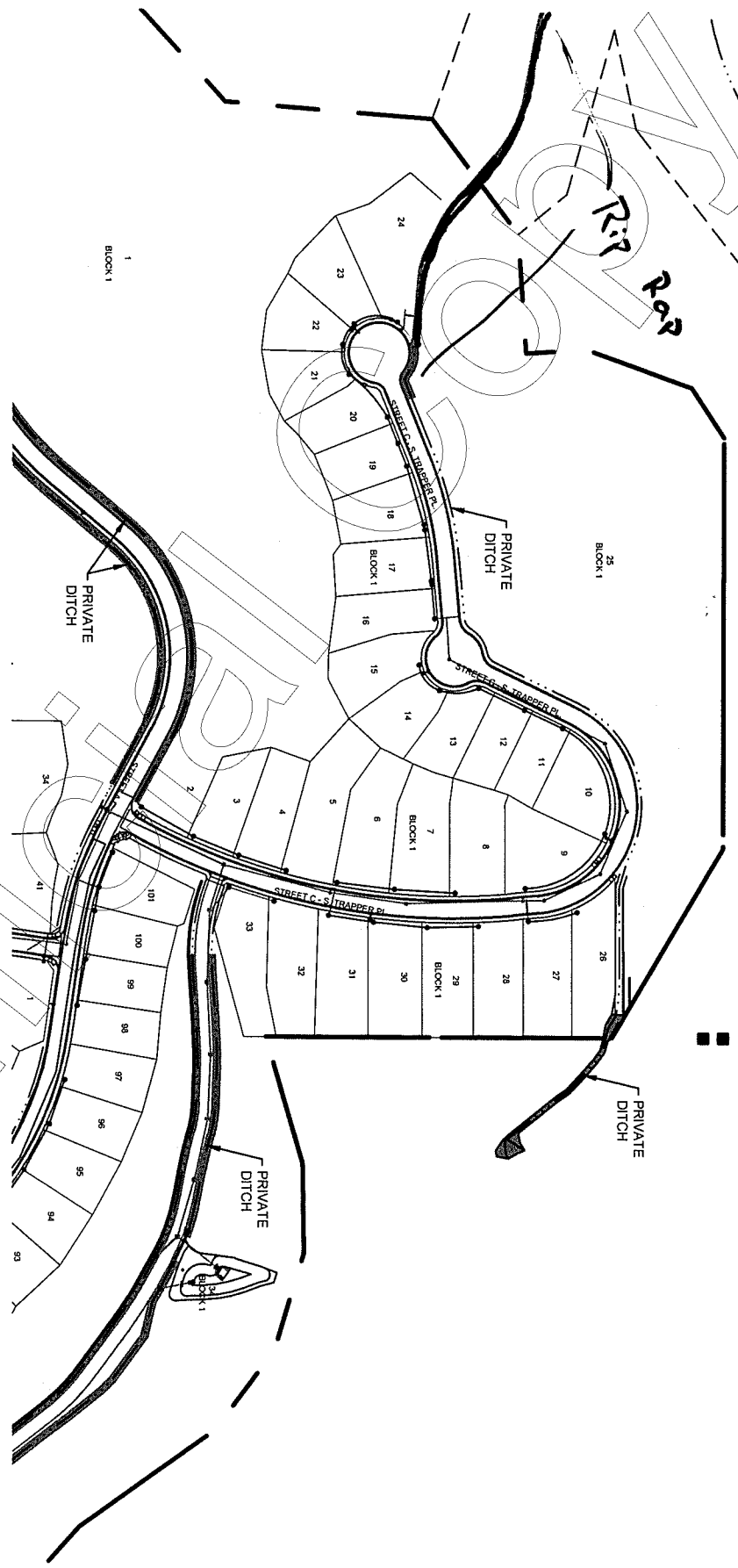
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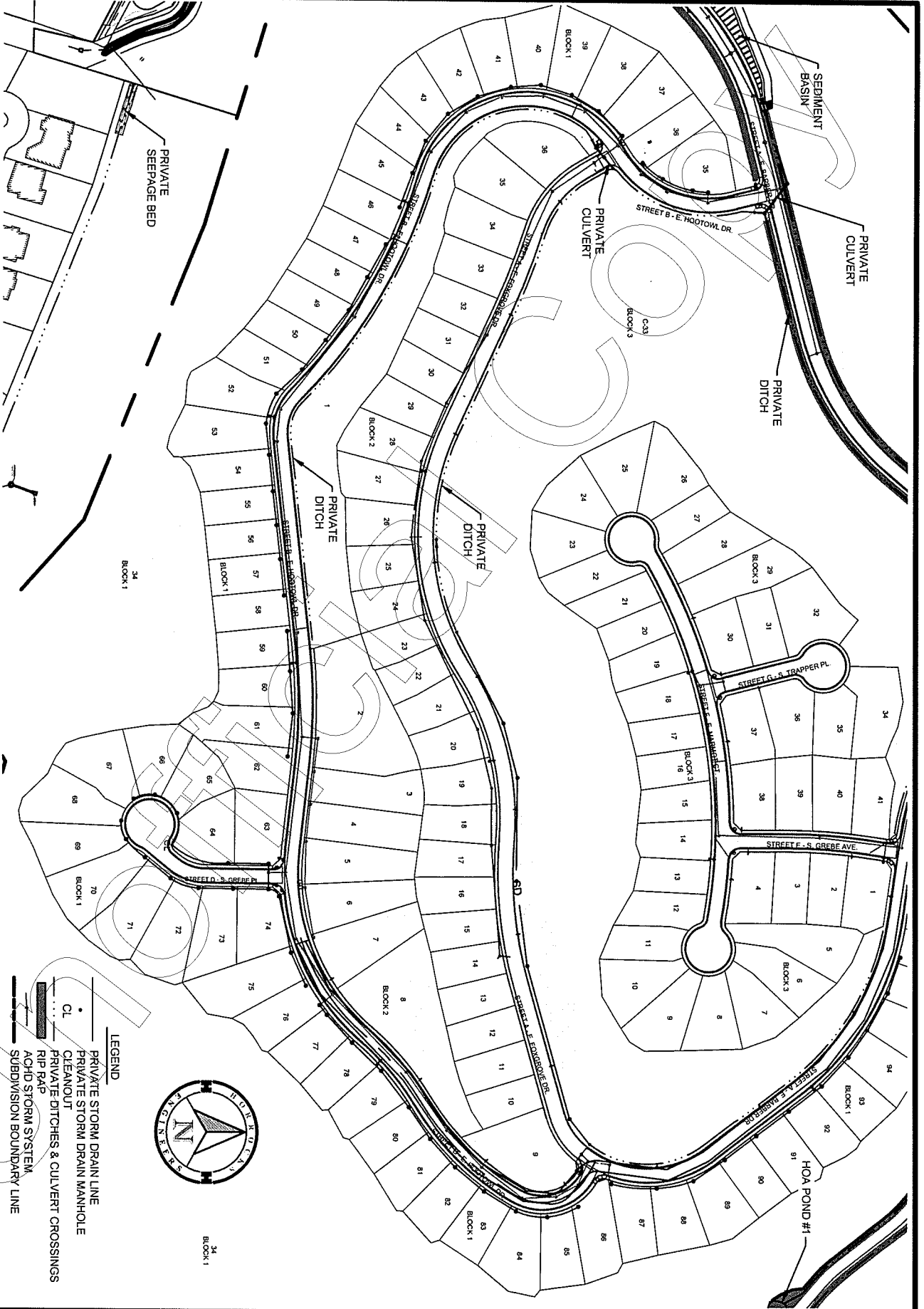


**2**

SHEET 2 OF 3

- LEGEND**
- PRIVATE STORM DRAIN LINE
  - PRIVATE STORM DRAIN MANHOLE
  - PRIVATE DITCHES & CULVERT CROSSINGS
  - RIP RAP
  - ACHD STORM SYSTEM
  - SUBDIVISION BOUNDARY LINE





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**WARNING**

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MEASURE 1" THEN DRAWING  
IS NOT TO SCALE

## HARRIS RANCH NORTH

PRIVATE STORM DRAIN - SOUTH

### DRAWING INFO

DATE 11/16

SCALE 1" = 250'

REV # DATE

SEE 2ND SHEET FOR LISTING

PROJ NO. BE-397.1411

**3**

SHEET 3 OF 3

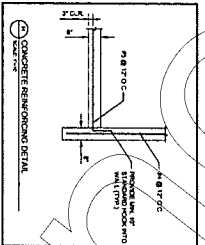
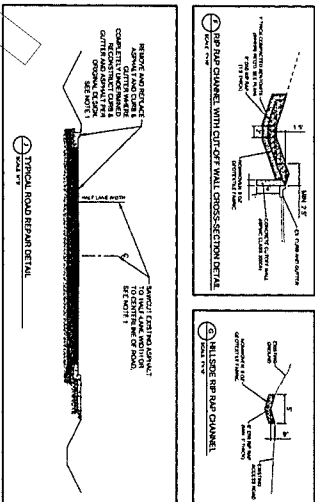
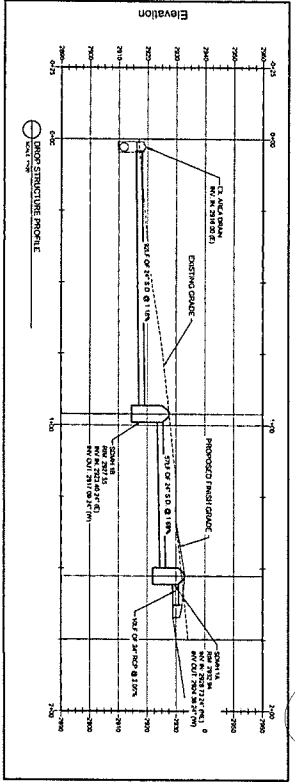
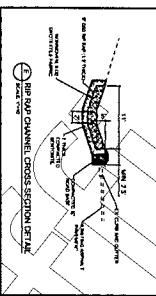
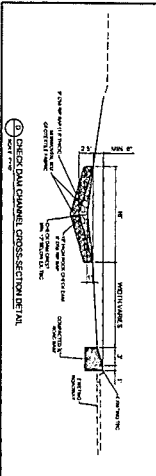
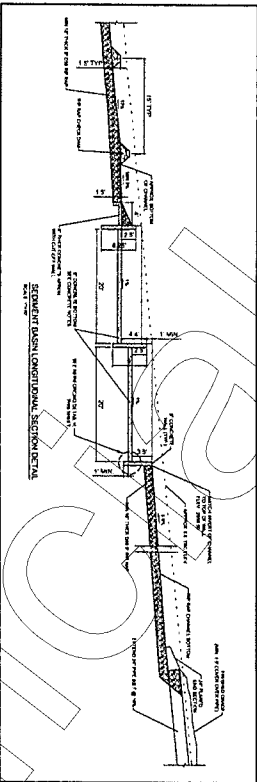
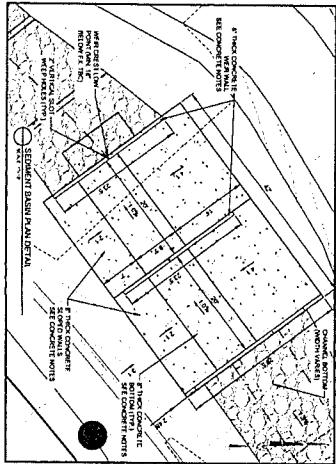
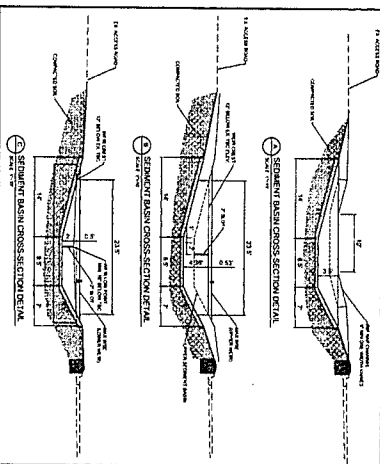
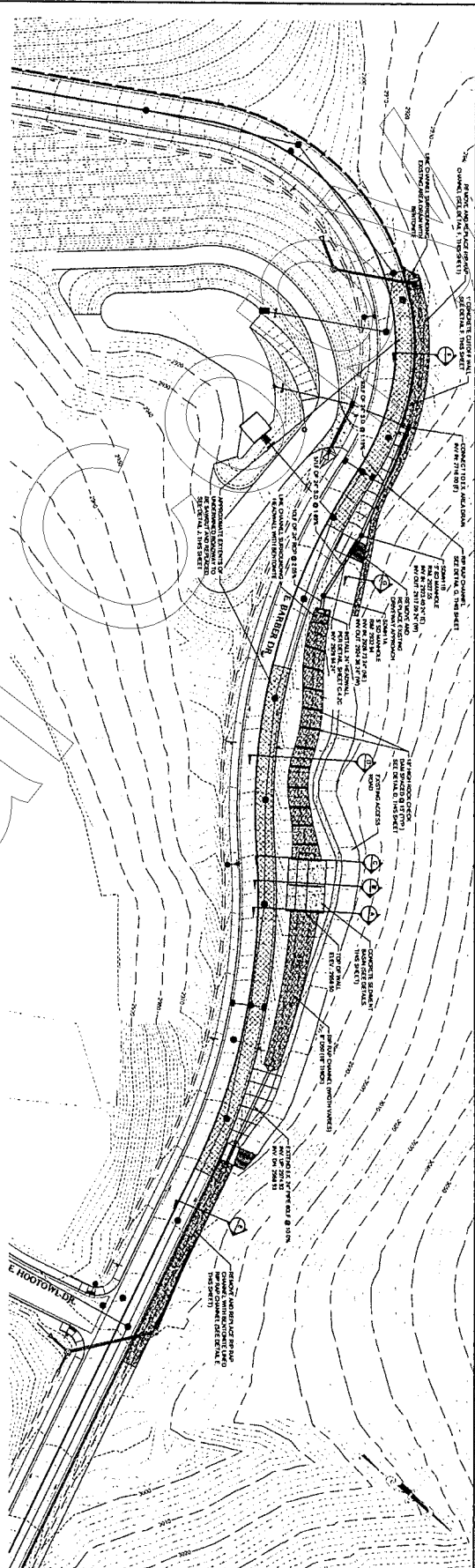


### LEGEND

- PRIVATE STORM DRAIN LINE
- PRIVATE STORM DRAIN MANHOLE
- CLEANOUT
- PRIVATE DITCHES & CULVERT CROSSINGS
- RIP RAP
- ACHD STORM SYSTEM
- SUBDIVISION BOUNDARY LINE







**NOTES:**

1. SHOWN AND NOTED TO BE CONSTRUCTION TO BE SHOWN IN FIELD BY THE CONTRACTOR.
2. CONCRETE SHALL BE CAST IN PLACE AND SHALL BE CURED FOR A MINIMUM OF 14 DAYS.
3. REINFORCING STEEL SHALL BE PLACED IN THE MIDDLE OF THE WALL.
4. THE WALL SHALL BE CONSTRUCTED TO THE ELEVATION SHOWN.
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| 1   | 04/17/2017 | BMS | ISSUED FOR CONSTRUCTION |

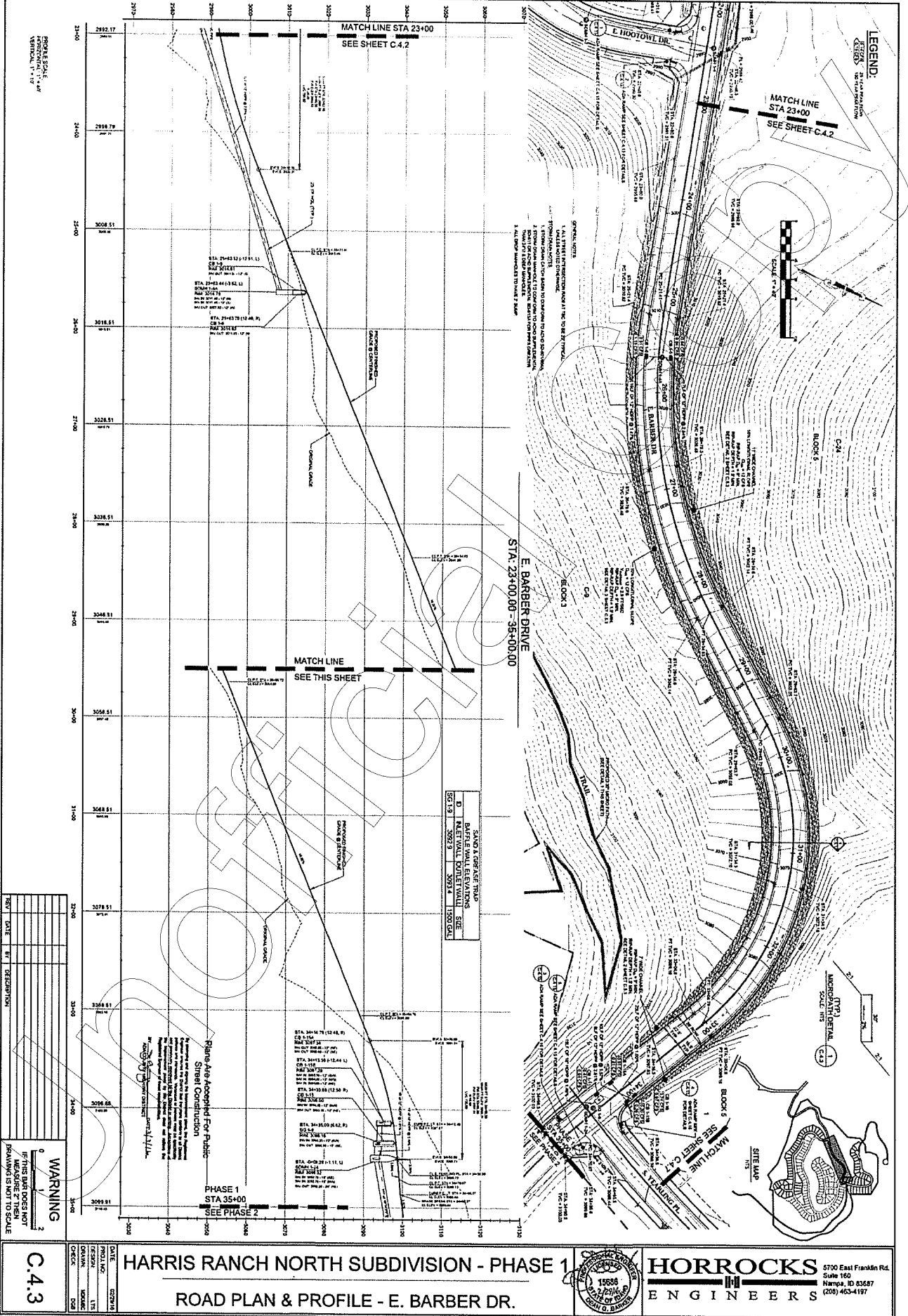
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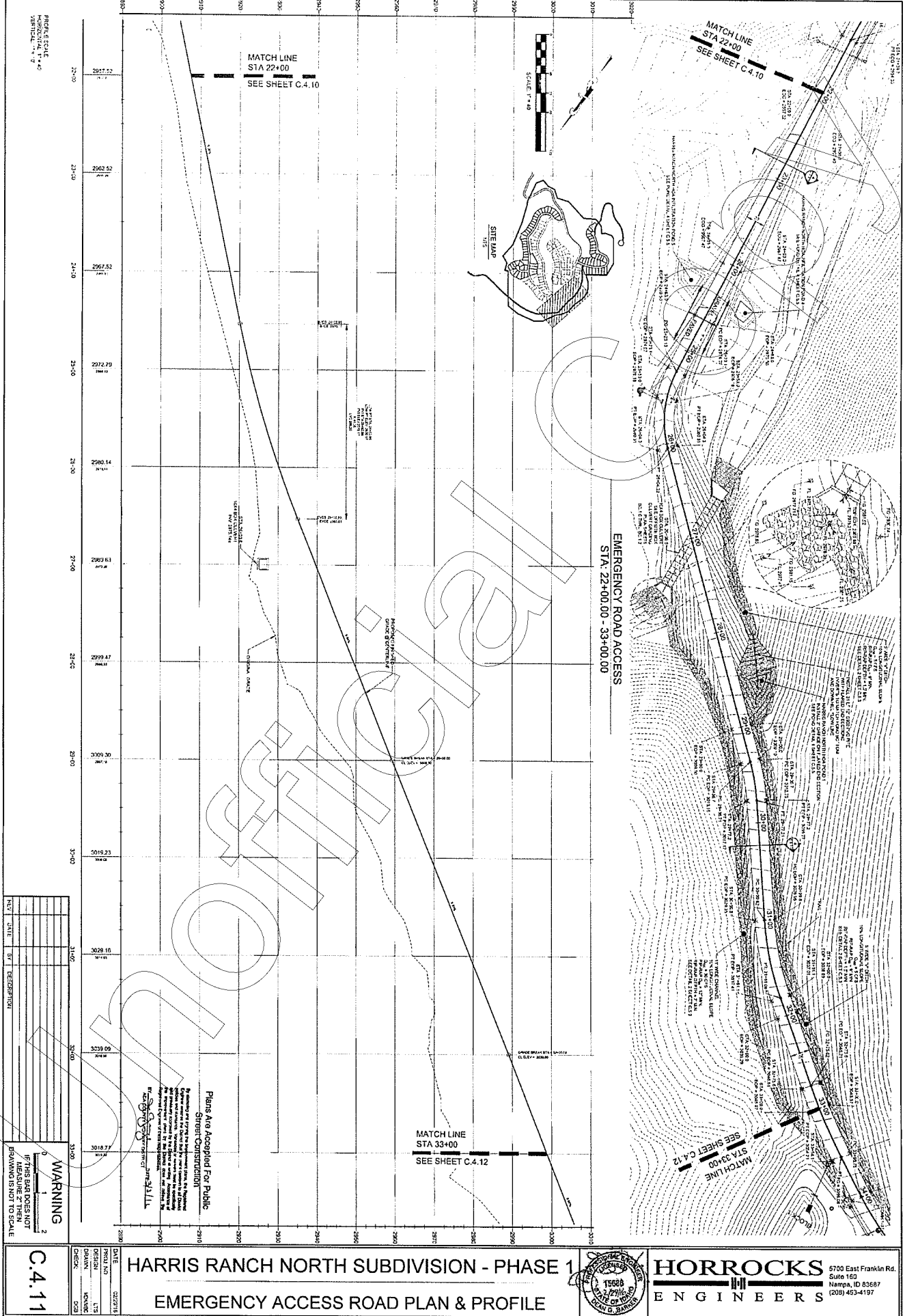
# HARRIS RANCH NORTH SUBDIVISION - PHASE 1 SEDIMENT BASIN AND RIP RAP CHANNEL

**HORROCKS ENGINEERS**  
5700 East Franklin Rd.  
Suite 100  
Nampa, ID 83667  
(208) 463-1197

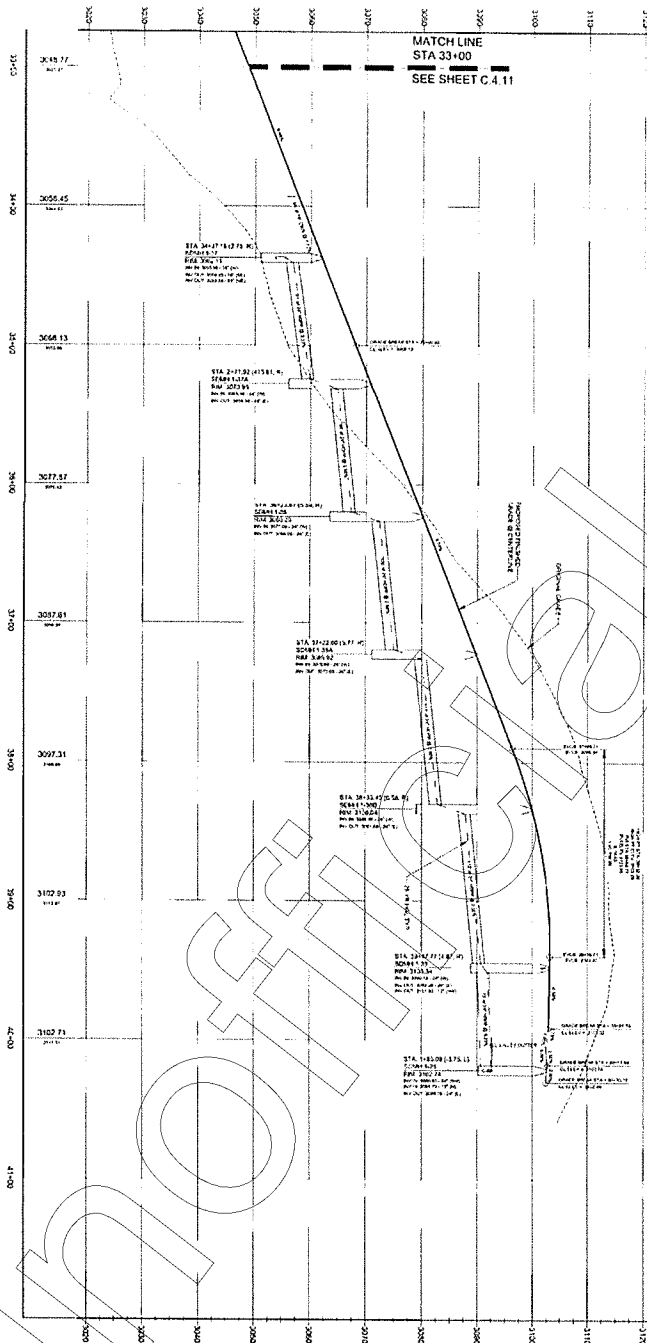






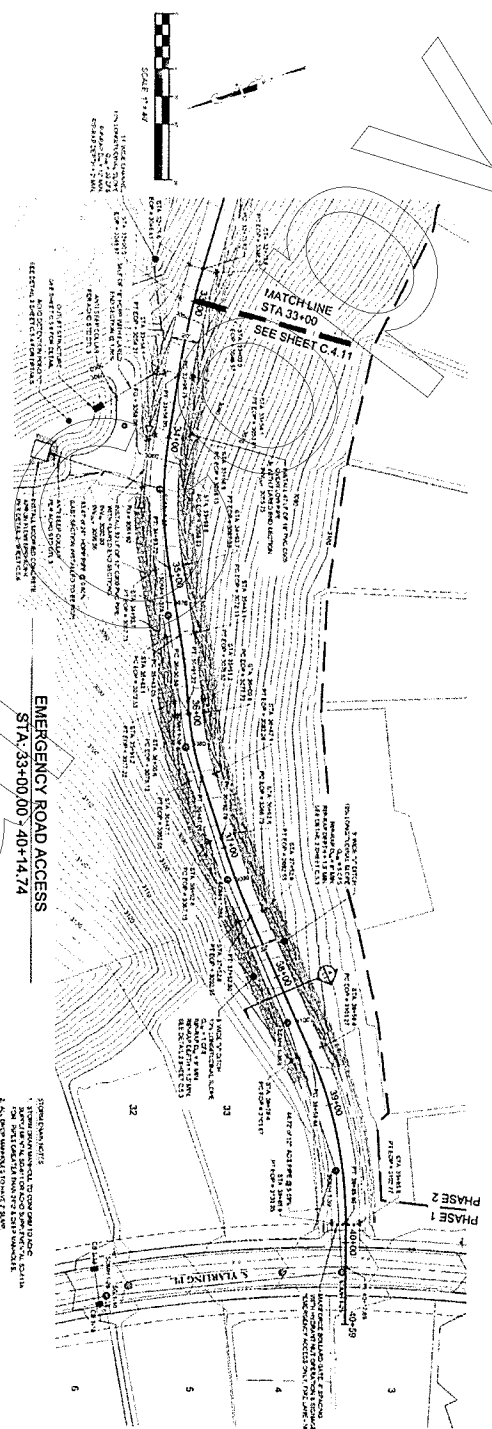
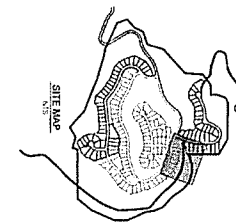


PROFILE SCALE  
VERTICAL: 1" = 10'



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STATIONING: 32+00.00 TO 42+00.00  
STATIONING: 32+00.00 TO 42+00.00



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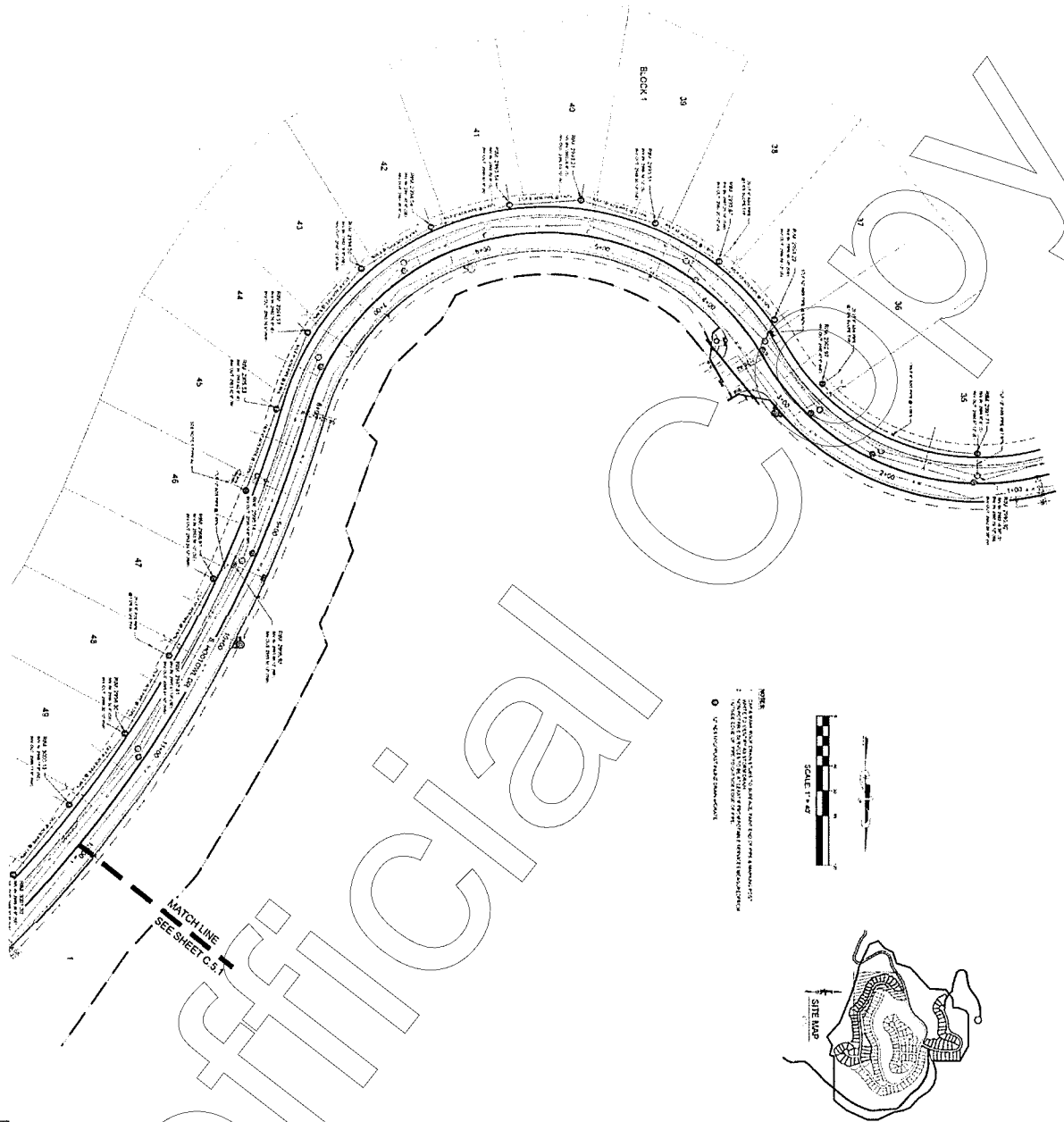
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DATE: 02/28/14  
PROJECT NO: 11-11-14  
DRAWN BY: JMS  
CHECKED BY: JMS

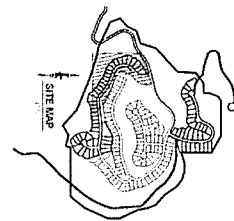
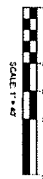
# HARRIS RANCH NORTH SUBDIVISION - PHASE 1 EMERGENCY ACCESS ROAD PLAN & PROFILE



**HORROCKS ENGINEERS**  
5700 East Franklin Rd  
Suite 160  
Tampa, FL 33607  
(813) 463-4197



NOTES:  
 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.  
 2. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOOD FLOW.  
 3. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOOD FLOW.

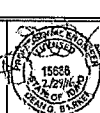


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| 1   | 02/26/2016 | JOS | ISSUED FOR PERMIT |

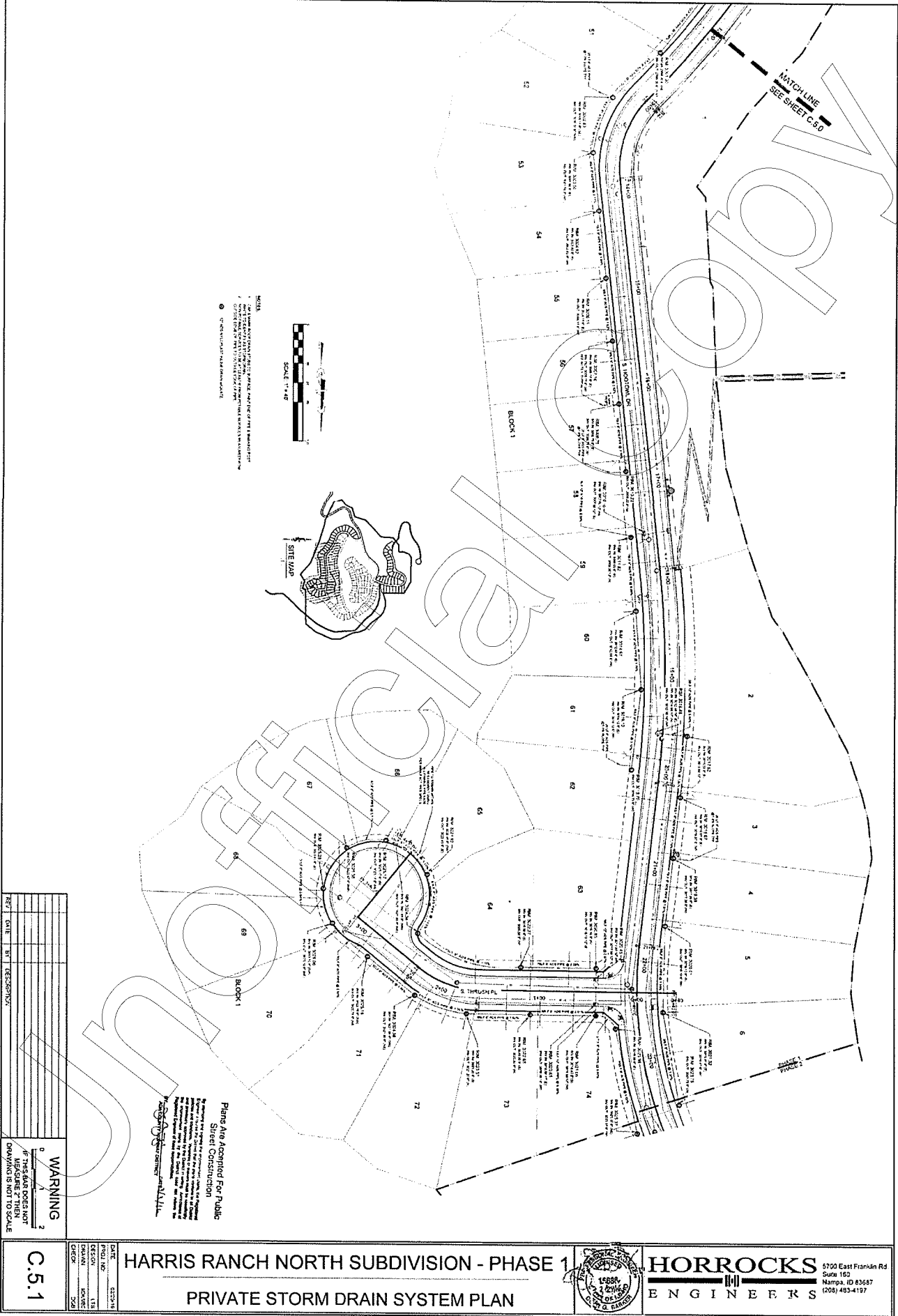
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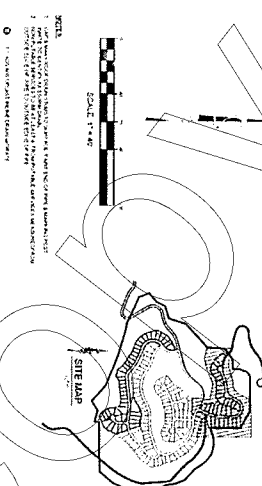
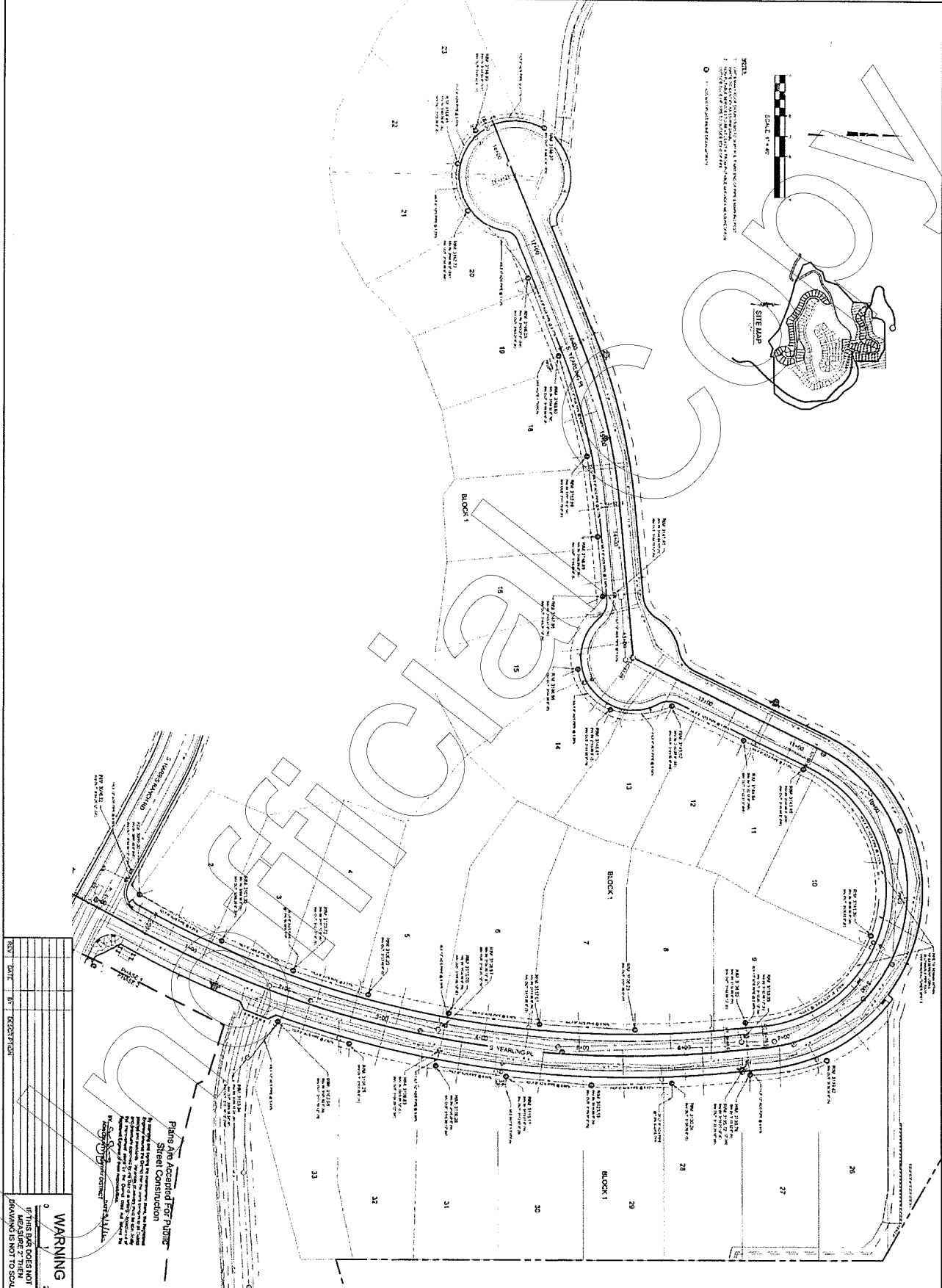
DATE: 02/26/2016  
 PROJECT NO.: 1411  
 DRAWN BY: J.S.  
 CHECKED BY: J.S.  
 C.D.#: 028

# HARRIS RANCH NORTH SUBDIVISION - PHASE 1 PRIVATE STORM DRAIN SYSTEM PLAN



**HORROCKS ENGINEERS**  
 5700 East Franklin Rd.  
 Suite 160  
 Naperville, IL 60563  
 (208) 453-4197





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**WARNING**

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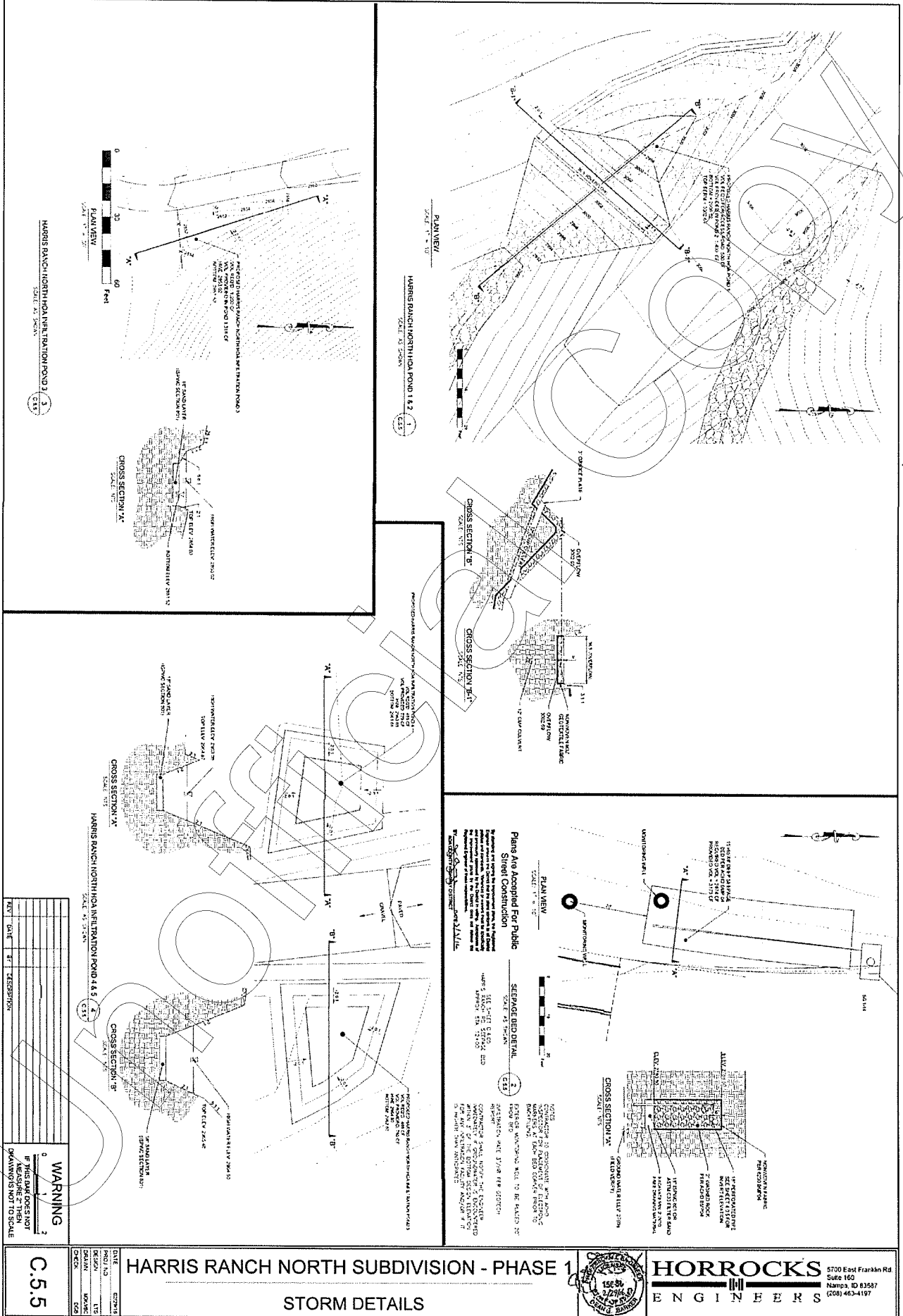
**C.5.2**

**HARRIS RANCH NORTH SUBDIVISION - PHASE 1**

**PRIVATE STORM DRAIN SYSTEM PLAN**

**HORROCKS ENGINEERS**

5700 East Franklin Rd.  
Suite 100  
Nampa, ID 83687  
(208) 493-4197



# HARRIS RANCH NORTH SUBDIVISION - PHASE 1 STORM DETAILS

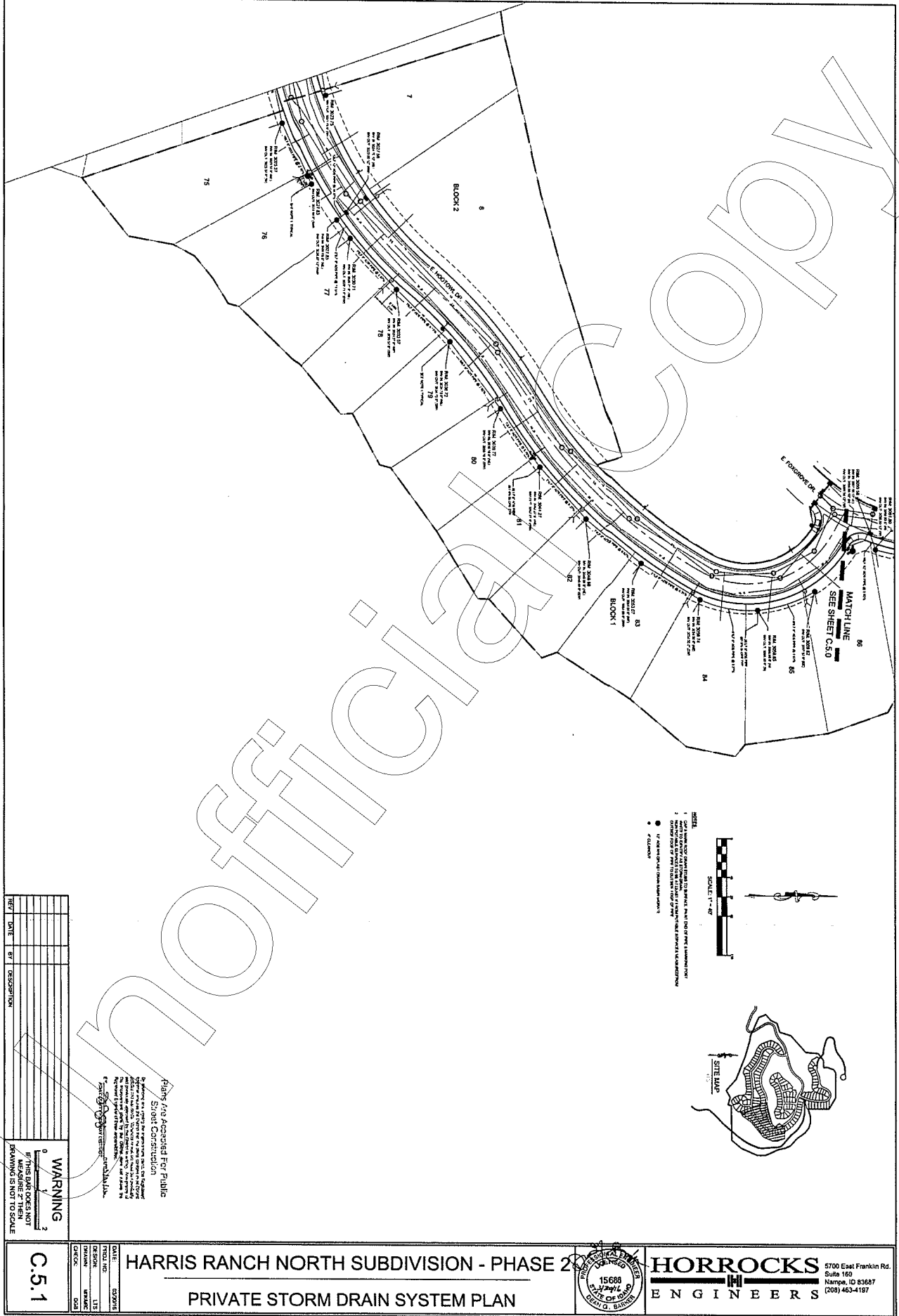


**HORROCKS**  
ENGINEERS

5700 East Franklin Rd.  
Suite 160  
Nampa, ID 83587  
(208) 463-4197

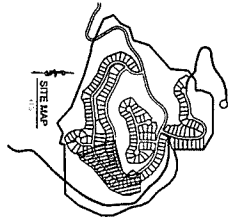






**NOTES**

1. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
2. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
3. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
4. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
5. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
6. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
7. ALL STORM DRAIN LINES SHALL BE 12" DIA. RCP WITH A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.



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**WARNING**

IF THIS BAR DOES NOT  
MEASURE 2" THEN  
DRAWINGS NOT TO SCALE

**C.5.1**

**HARRIS RANCH NORTH SUBDIVISION - PHASE 2**

**PRIVATE STORM DRAIN SYSTEM PLAN**

**HORROCKS**  
**ENGINEERS**

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