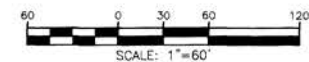


FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANSKIN RIDGE SUBDIVISION NO. 5,
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2015



This document
provided courtesy
of TitleOne



LEGEND

SECTION COR. MONUMENT AS NOTED

1/4 COR. MONUMENT AS NOTED

1/16 COR. MONUMENT AS NOTED

SET 5/8" REBAR W/ CAP REB 12458

SET 1/2" REBAR W/ CAP REB 12458

SET 1 1/8" BRASS CAP REB 12458

FOUND 5/8" REBAR PLS 4998 OR AS NOTED

FOUND 1/2" REBAR PLS 4998 OR AS NOTED

WITNESS CORNER

ADJOINER LINE

BOUNDARY LINE

RIGHT-OF-WAY LINE

LOT LINE

EASEMENT LINE

SECTION LINE

TIE LINE



NOTES:

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED LOTS ARE HEREBY RESERVED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, SEWER, IRRIGATION AND CITY OF KUNA STREET LIGHTS AS FOLLOWS:

TEN (10) FEET ADJACENT TO ANY PUBLIC STREET AND THE EXTERIOR BOUNDARY OF THIS SUBDIVISION, THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT OR AS NOTED.

FIVE (5) EACH SIDE OF SIDE LOT LINE OR AS NOTED

TEN (10) FOOT ADJACENT TO ALL REAR LOT LINES OR AS NOTED

2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND MAY REQUIRE AMENDMENT OF A DEVELOPMENT AGREEMENT.

3. IRRIGATION WATER WILL BE PROVIDED FROM THE CITY OF KUNA, IN COMPLIANCE WITH IDAHO CODE 31-3806(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE BOISE-KUNA IRRIGATION DISTRICT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.

4. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED BY THE CITY OF KUNA LAND USE AUTHORITY, OR AS SHOWN ON THE PLAT.

5. LOTS 2 AND 18, BLOCK 1; LOT 1, BLOCK 2; LOT 19, BLOCK 3 AND LOT 2, BLOCK 4 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS. IN THE EVENT HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.

6. DIRECT LOT ACCESS TO W. MASON CREEK STREET IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND THE CITY OF KUNA.

7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES IN PART "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."

8. ALL OF LOT 2, BLOCK 1 IS SERVIENT TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009 AS INSTRUMENT NO 108053259. OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

9. MASON CREEK STREET WAS PART OF DANSKIN RIDGE NO. 6, BUT NOT DEDICATED BY THE PLAT. THE PLAT OF PHASE 6 WAS RECORDED 5/17/2010. THE DEED FOR MASON CREEK STREET WAS AUTHORIZED BY LS12459 ON 6/9/2010, AND WAS RECORDED 7/22/2010. THE DEED REFERENCES LOT 3 BLOCK 1 OF DANSKIN RIDGE NO. 1, BUT THE PROPERTY AT THE TIME THE DESCRIPTION WAS WRITTEN WAS ACTUALLY LOT 70 BLOCK 1 OF DANSKIN RIDGE NO. 6.



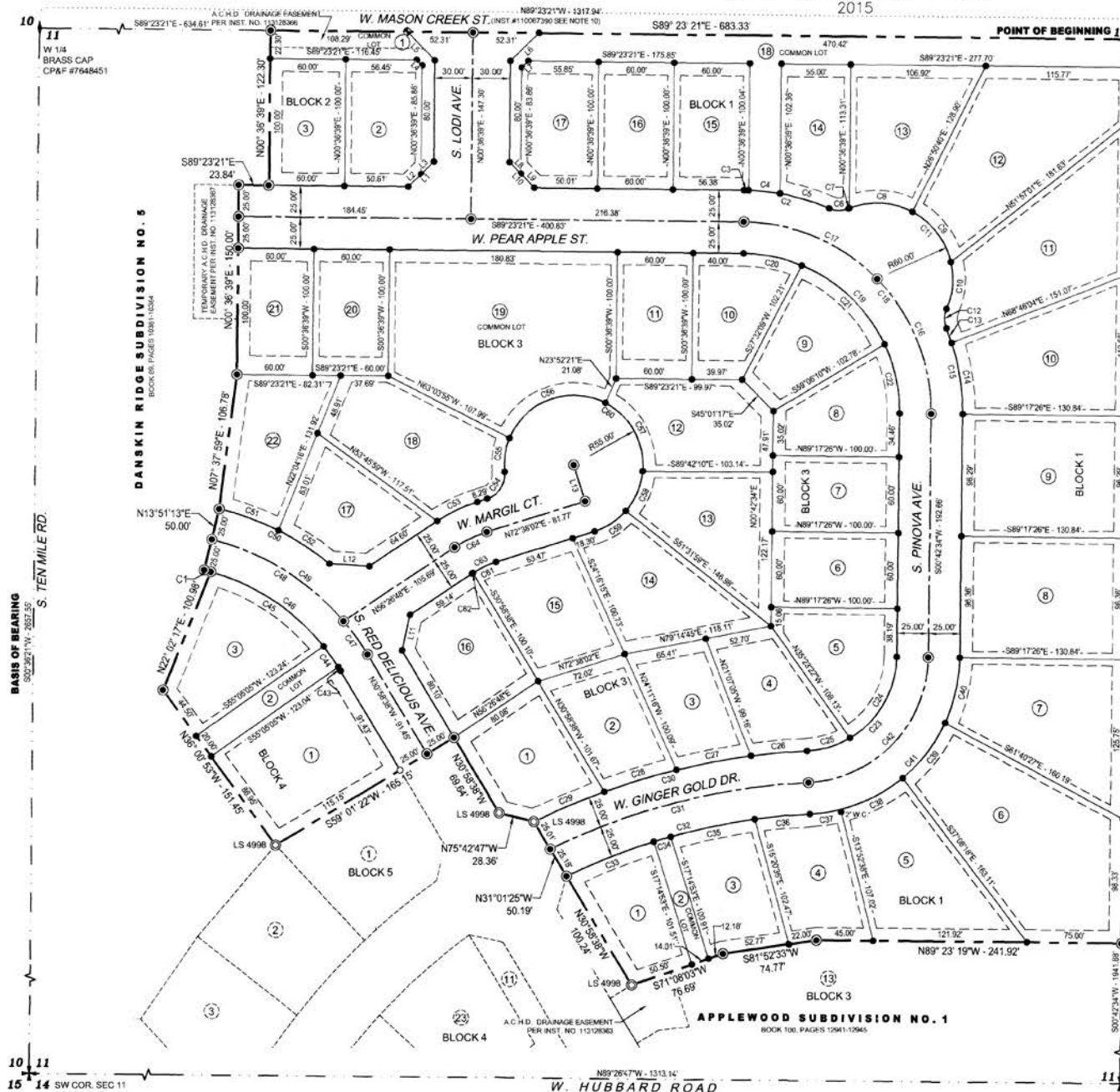
ENGINEERS
SURVEYORS
PLANNERS



TIMBERLINE
SURVEYING
847 PARK CENTRE WAY, SUITE 3, NAMPA, IDAHO 83851
208-465-5687

ALL CURVE AND LINE TABLES ARE ON SHEET 2

JOB NO. 12091 SHEET 1 OF 4 SHEETS



PRAIRIE CLOVER ESTATES SUBDIVISION
BOOK 108, PAGES 1974-1975

BASIS OF BEARING
S00°30'21"W - 2652.55'

S. TEN MILE RD.

DANSKIN RIDGE SUBDIVISION NO. 5
BOOK 108, PAGES 1953-1954

10 11
15 14
SW COR. SEC 11
BRASS CAP
CP&F #102129648

W 1/16
5/8" REBAR PLS 7323
CP&F 95040259

W. HUBBARD ROAD

APPLEWOOD SUBDIVISION NO. 1

BOOK 100, PAGES 12941-12945

FINAL PLAT SHOWING
SILVER TRAIL SUBDIVISION - PHASE 1

A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANSKIN RIDGE SUBDIVISION NO. 5,
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO
2015

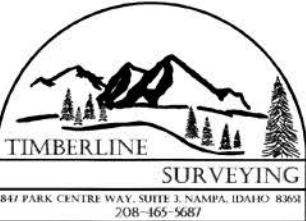
Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	5.50'	175.00'	1°48'01"	2.75'	5.50'	N75° 14' 47"W
C2	69.35'	175.00'	22°42'23"	35.14'	68.90'	N78° 02' 09"W
C3	3.62'	175.00'	1°11'04"	1.81'	3.62'	N88° 47' 49"W
C4	25.13'	175.00'	8°13'38"	12.59'	25.11'	N84° 05' 28"W
C5	40.61'	175.00'	13°17'41"	20.39'	40.52'	N73° 19' 48"W
C6	15.83'	20.00'	45°20'50"	8.38'	15.42'	S89° 21' 22"E
C7	0.70'	60.00'	0°40'02"	0.35'	0.70'	S68° 18' 14"W
C8	51.57'	60.00'	49°14'55"	27.50'	50.00'	N86° 44' 18"W
C9	51.57'	60.00'	49°14'55"	27.50'	50.00'	S37° 29' 23"E
C10	37.83'	60.00'	36°07'33"	19.57'	37.21'	N5° 11' 51"E
C11	141.68'	60.00'	135°17'25"	145.90'	110.98'	N44° 23' 05"W
C12	15.83'	20.00'	45°20'50"	8.38'	15.42'	S0° 35' 13"W
C13	12.38'	175.00'	4°03'08"	6.19'	12.37'	S20° 03' 38"E
C14	57.25'	175.00'	18°44'38"	28.88'	57.00'	S8° 39' 45"E
C15	69.63'	175.00'	22°47'46"	35.28'	69.17'	N10° 41' 19"W
C18	235.88'	150.00'	90°05'55"	150.26'	212.31'	N44° 20' 24"W
C19	196.56'	125.00'	90°05'55"	125.22'	176.93'	N44° 20' 24"W
C20	47.38'	125.00'	21°42'58"	23.98'	47.09'	N78° 31' 52"W
C21	92.88'	125.00'	42°34'26"	46.70'	90.76'	N46° 23' 10"W
C22	56.31'	125.00'	25°48'31"	28.64'	55.83'	N12° 11' 42"W
C23	113.22'	75.00'	86°29'29"	70.54'	102.77'	N43° 57' 18"E
C24	77.14'	75.00'	58°55'38"	42.37'	73.78'	N30° 10' 23"E
C25	36.08'	75.00'	27°33'51"	18.40'	35.73'	N73° 25' 07"E
C26	44.62'	550.00'	4°38'53"	22.32'	44.61'	S84° 52' 36"W
C27	60.02'	550.00'	6°15'11"	30.04'	59.99'	S79° 25' 34"W
C28	60.02'	550.00'	6°15'09"	30.04'	59.99'	S73° 10' 25"W
C29	60.64'	550.00'	6°19'02"	30.35'	60.61'	S66° 53' 19"W
C30	225.30'	550.00'	23°28'14"	114.25'	223.73'	S75° 27' 56"W
C31	212.98'	525.00'	23°14'37"	107.98'	211.52'	S75° 34' 44"W
C32	200.66'	500.00'	22°59'38"	101.70'	199.32'	S75° 42' 14"W
C33	74.55'	500.00'	8°32'35"	37.35'	74.48'	S68° 28' 42"W

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C34	14.00'	500.00'	1°36'16"	7.00'	14.00'	S73° 33' 07"W
C35	68.04'	500.00'	7°47'50"	34.07'	67.99'	S78° 15' 11"W
C36	44.06'	500.00'	5°02'57"	22.05'	44.05'	S84° 40' 34"W
C37	24.67'	125.00'	11°18'30"	12.36'	24.63'	N81° 32' 48"E
C38	55.48'	125.00'	25°25'47"	28.20'	55.03'	N63° 10' 40"E
C39	55.47'	125.00'	25°25'37"	28.20'	55.02'	N37° 44' 57"E
C40	53.07'	125.00'	24°19'35"	26.94'	52.67'	N12° 52' 21"E
C41	188.70'	125.00'	86°29'29"	117.57'	171.28'	N43° 57' 18"E
C42	150.96'	100.00'	86°29'29"	94.06'	137.03'	N43° 57' 18"E
C43	3.62'	175.00'	1°11'06"	1.81'	3.62'	N31° 34' 11"W
C44	20.01'	175.00'	6°33'07"	10.02'	20.00'	N35° 26' 18"W
C45	108.83'	175.00'	35°37'54"	56.24'	107.09'	N56° 31' 49"W
C46	132.46'	175.00'	43°22'08"	69.59'	129.32'	N52° 39' 42"W
C47	32.58'	200.00'	9°19'59"	16.33'	32.54'	N35° 38' 38"W
C48	125.09'	200.00'	35°50'10"	64.67'	123.06'	N58° 13' 42"W
C49	157.67'	200.00'	45°10'09"	83.19'	153.62'	N53° 33' 43"W
C50	98.34'	225.00'	25°02'31"	49.97'	97.56'	N63° 37' 32"W
C51	50.11'	225.00'	12°45'33"	25.16'	50.00'	N69° 46' 01"W
C52	48.23'	225.00'	12°16'58"	24.21'	48.14'	N57° 14' 45"W
C53	35.31'	125.00'	16°11'13"	17.78'	35.20'	S64° 32' 25"W
C54	27.39'	20.00'	78°27'47"	16.33'	25.30'	N33° 24' 08"E
C55	27.31'	55.00'	28°26'43"	13.94'	27.03'	S8° 23' 37"W
C56	90.90'	55.00'	94°41'57"	59.71'	80.91'	S69° 57' 57"W
C57	65.23'	55.00'	67°57'05"	37.06'	61.47'	N28° 42' 32"W
C58	34.60'	55.00'	36°02'51"	17.90'	34.04'	N23° 17' 26"E
C59	30.06'	55.00'	31°19'11"	15.42'	29.69'	N56° 58' 27"E
C60	248.11'	55.00'	258°27'47"	67.36'	85.21'	N56° 35' 52"W
C61	20.25'	75.00'	15°27'59"	10.16'	20.18'	S64° 54' 03"W
C62	0.94'	75.00'	0°43'15"	0.47'	0.94'	S56° 48' 26"W
C63	21.19'	75.00'	16°11'13"	10.67'	21.12'	S64° 32' 25"W
C64	28.25'	100.00'	16°11'13"	14.22'	28.16'	S64° 32' 25"W

Line Table		
Line #	Length	Direction
L1	28.27'	N45° 36' 41"E
L2	14.13'	N45° 36' 41"E
L3	14.14'	N45° 36' 41"E
L4	5.87'	N44° 23' 19"W
L5	31.55'	N44° 23' 19"W
L6	31.56'	S45° 36' 41"W
L7	7.29'	N45° 36' 41"E
L8	12.73'	S44° 23' 19"E
L9	15.54'	S44° 23' 19"E
L10	28.27'	S44° 23' 19"E
L11	28.91'	S12° 44' 05"W
L12	31.73'	N86° 03' 19"W
L13	30.00'	N17° 21' 58"W



744 WEST
SURVEYORS
P.O. BOX 600



FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

BOOK 108, PAGE 509

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT DB DEVELOPMENT L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (WHO ACQUIRED TITLE ERRONEOUSLY AS AN IDAHO LIMITED LIABILITY COMPANY), IS THE OWNER OF A REAL PARCEL OF LAND HEREIN AFTER DESCRIBED AND THAT IT IS THEIR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAT.

A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANKIN RIDGE SUBDIVISION NO. 5, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO. BEING FURTHER DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, DERIVED FROM FOUND MONUMENTS AND TAKEN AS SOUTH 00°36'21" WEST WITH THE DISTANCE BETWEEN MONUMENTS FOUND TO BE 2657.55 FEET.

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN ALSO BEING THE NORTHEAST CORNER OF LOT 53, BLOCK 1 OF DANKIN RIDGE SUBDIVISION NO. 5, FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 11 BEARS NORTH 89°23'21" WEST A DISTANCE OF 1,317.94 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 53, SOUTH 00°42'34" WEST A DISTANCE OF 714.56 FEET TO THE NORTHEAST CORNER OF APPLEWOOD SUBDIVISION NO. 1;

THENCE ALONG THE BOUNDARY OF APPLEWOOD SUBDIVISION NO. 1 THE FOLLOWING EIGHT (8) COURSES:

NORTH 89°23'19" WEST A DISTANCE OF 241.92 FEET;

SOUTH 81°52'33" WEST A DISTANCE OF 74.77 FEET;

SOUTH 71°08'03" WEST A DISTANCE OF 76.69 FEET;

NORTH 30°58'38" WEST A DISTANCE OF 100.24 FEET;

NORTH 31°01'25" WEST A DISTANCE OF 50.19 FEET;

NORTH 75°42'47" WEST A DISTANCE OF 28.36 FEET;

NORTH 30°58'38" WEST A DISTANCE OF 69.64 FEET;

SOUTH 59°01'22" WEST A DISTANCE OF 165.15 FEET;

THENCE LEAVING SAID BOUNDARY LINE NORTH 36°00'53" WEST A DISTANCE OF 151.45 FEET;

THENCE NORTH 22°02'17" EAST A DISTANCE OF 100.98 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 01°48'01" AN ARC LENGTH OF 5.50 FEET WITH A CHORD BEARING OF NORTH 75°14'47" WEST, AND A CHORD DISTANCE OF 5.50 FEET;

THENCE NORTH 13°51'13" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 07°37'59" EAST A DISTANCE OF 108.78 FEET;

THENCE NORTH 00°36'39" EAST A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89°23'21" EAST A DISTANCE OF 23.84 FEET;

THENCE NORTH 00°36'39" EAST A DISTANCE OF 122.30 FEET TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND SAID LOT 53;

THENCE ALONG SAID NORTH LINE, SOUTH 89°23'21" EAST A DISTANCE OF 683.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 482,771 SQUARE FEET OR 11.08 ACRES, MORE OR LESS.

THE IDAHO SECRETARY OF STATE CORPORATION FILE NUMBER IS W119967. THE CERTIFICATE IS CORRECT AS SUBMITTED; THE ONLY ISSUE IS THE DEED BY WHICH THEY ACQUIRED TITLE. IT WOULD SEEM THAT THE TITLE COMPANY MISSED THIS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC.

ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND USE OF PUBLIC UTILITY AND DRAINAGE EASEMENTS REQUIRED TO SERVICE ALL LOTS AND PARCELS WITHIN THIS PLAT ARE PERPETUALLY RESERVED.

ALL LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA, AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HERE UNTO SET OUR HANDS THIS 22 DAY OF Dec. 20 19.

Justin Blackstock
JUSTIN BLACKSTOCK

MEMBER OF DB DEVELOPMENT L.L.C.

CERTIFICATE:

I, RUSSELL E. BADGLEY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODES 55-1601 THROUGH 55-1612.

RUSSELL E. BADGLEY



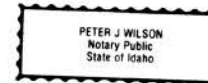
P.L.S. 12458

ACKNOWLEDGMENT

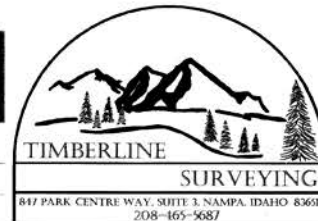
STATE OF IDAHO)
COUNTY OF Ada) SS.

ON THIS 22nd DAY OF December 20 19, BEFORE ME, Peter J. Wilson, A NOTARY PUBLIC, PERSONALLY APPEARED JUSTIN BLACKSTOCK KNOWN OR IDENTIFIED TO ME TO BE MANAGING MEMBER OF DB DEVELOPMENT L.L.C., THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Peter J. Wilson
NOTARY PUBLIC FOR IDAHO
MY COMMISSION EXPIRES 12/31/24



ENGINEERS
SURVEYORS
PLANNERS



JOB NO. 12091 SHEET 3 OF 4 SHEETS

FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

BOOK 108, PAGE 1542

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 15th day of October, 2014.

John H. Hume
Chairman ACHD
10/15/14
Date



APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 5th day of Nov, 2014. This plat was duly accepted and approved.

Brenda L. Dugham
City Clerk, Kuna, Idaho
11/25/14
Date



APPROVAL OF CITY ENGINEER

I, the undersigned City Engineer in and for the City of Kuna, Ada County, Idaho hereby approve this plat.

Michael P. Linn
City Engineer
11-25-2014
Date

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Michelle R. R. H.S.
District Health Department, EHS
7/17/14
Date



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1306, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Vicky McIntyre
County Treasurer
1/27/15
Date
Signed by Deputy Jennifer Rasmussen



CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned County Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

George L. Hastings
County Surveyor
PLS 5359
1-23-2015
Date



COUNTY RECORDER'S CERTIFICATE

State of Idaho } ss
County of Ada }

I hereby certify that this instrument was filed for record at the request of

Justin Blackhawk at 25 minutes past 3 o'clock P.M.,

on this 27th day of JAN, 2015

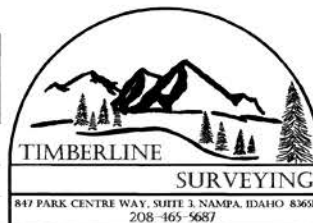
Book 108 of Plats and Pages 1555 through 1556

Instrument No. 2015-006952

James R. Linn
Deputy
Christopher D. Linn
Ex-Officio Recorder
Fee \$21.00



ENGINEERS
SURVEYORS
PLANNERS



JOB NO. 12091 SHEET 4 OF 4 SHEETS

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SILVER TRAIL SUBDIVISION**

THIS DECLARATION is made effective as of February 2nd, 2015, by Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes ("Declarant" or "Owner" or "Grantor").

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of Ada, State of Idaho (the "County"), described in the attached Exhibit "A" (the "Property"), incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. 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; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, (iv) Grantor's right to modify plans for the Property in accordance with any necessary approvals of the applicable governmental entities or (v) be construed to limit any of the rights of Grantor hereunder.

ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Silver Trail Subdivision Homeowners Association, Inc.", or any similar name, which

fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.).

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

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

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

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

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

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

3.12 "Silver Trail Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, Corey Barton Homes, Inc., an Idaho corporation dba CBH Homes and its successors-in-interest, and Affiliates (collectively, "CBH"), and any person or entity to whom CBH expressly transfers its Grantor rights, which transfer

must be made in writing and must include a specific reference to the transfer being of CBH's "Grantor rights" or "rights as Grantor" or other similar specific reference.

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

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

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

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

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

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

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

3.25 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the "Plat Conditions"), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Except as otherwise approved in writing by the Architectural Committee, the minimum single-family residential structure size in Silver Trail Subdivision shall be One-Thousand One-Hundred (1,200) square feet exclusive of garages, porches, storage rooms and patios. square feet provided in no case shall they be less than Eight-Hundred Fifty square feet and all such approvals are subject to the requirements of the Plat Conditions.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural

shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of twenty five (25) year life architectural composition unless otherwise approved by the Architectural Committee. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio covers, whether attached or detached from the residential structure, shall be of the same construction, finish and color as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The

Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- A. Hardboard or cement fiber siding is required. Vinyl siding is prohibited.
- B. Sixteen-inch (16") eaves and twelve-inch (12") gables are required.
- C. Boxed or returned soffits are required.
- D. Windows, at siding locations, must have relief or trim materials to give definition.
- E. No vinyl or metal siding except soffit and fascia boards.
- F. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, or as otherwise approved by the Architectural Committee.
- G. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt driveways will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line, and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized

mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Declarant, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of sand color vinyl material and shall be consistent with the detail attached as Exhibit "D," incorporated herein by reference. If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the berm. The material, style, texture and design shall match the existing installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from the crest of the adjacent road or extend past the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design and excessive brightness. Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned regulation. No other types of antenna or satellite dish shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

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

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest in any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

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

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board,

be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and 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 Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to the Recommended Minimum Stormwater System Operation & Maintenance Procedures attached hereto as Exhibit "B" and incorporated herein by reference (the "Stormwater Plan"), as may be amended from time to time. ACHD shall have the right to inspect the drainage and roadway swales and facilities and promptly perform any required maintenance. ACHD may assess the costs of any such required maintenance to all of the Property within Silver Trail Subdivision, including through the use of liens and/or assessment of maintenance costs against the real property within the Subdivision. Any proposed changes to the drainage plan or the documents and approvals associated therewith, require ACHD approval.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

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

4.13 Unsightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

4.15 No Unenclosed or Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed or screened by a structure concealing them from adjacent street, Building Lot and Common Area view and in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the

Architectural Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

- A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least five, one gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy.

- B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Declarant shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Silver Trail.

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

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be exempt from governance by the Association and/or Architectural

Committee, as well as exempt from any and all obligations, restrictions and/or requirements set for in this Article IV as it relates to any Improvements constructed on the Property, including but not limited to Improvements on the Common Areas. In addition, the Association shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee as it relates to Improvements constructed on the Property, provided the same has been approved by Grantor, so long as Grantor owns any Building Lot. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns, to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. All of the rights of Grantor, including, without limitation, those set forth in this Section may be assigned by Grantor as set forth in this Declaration.

ARTICLE V: SILVER TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Silver Trail Subdivision Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision, including but not limited to amendments, changes or interpretations which would amend, alter or limit the rights of Grantor, unless Grantor agrees to such changes in writing. Conflicting terms between any of these three documents shall be

resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title to a Building Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

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

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members, provided that the Class B membership voting rights shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner other than Grantor. Immediately upon the Class B membership ceasing to have the rights to vote is set forth in this Section 5.3.2 it shall become a Class A Member and shall have the associated voting rights based on the number of Building Lots of which it is an Owner, provided, however, all other rights associated with Grantor's status as Grantor shall continue regardless of whether Grantor is a Class A Member or a Class B Member. Notwithstanding the foregoing, Grantor shall be restored to its status as a Class B Member in the event Grantor the number of Building Lots owned by Grantor, multiplied by 10, equals or exceeds the total cumulative votes of the Class A Members, arising out of Grantors acquisition of additional

Building Lots, Building Lots added through an Annexed Tract, or the subdivision of any Building Lots owned by Grantor, or otherwise.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give in writing a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Grantor's and Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

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

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

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property

or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association unless the conditions of such emergency were caused by such Owner.

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

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

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

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if

any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area.

Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as “non-buildable” lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain any items as required by the Plat Conditions;

5.5.2.1.3 Maintain the development’s Common Area landscaping and open spaces, including temporary irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision’s non-publically dedicated park and pathway areas;

5.5.2.1.5 Maintain the property and all items related thereto as required by the Stormwater Plan, including but not limited to the property described in Exhibit “C” and incorporated herein by reference.

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 Maintain the landscaping and irrigation over the north 735.72 feet and south 209.32 feet of Lot 1, Block 4 of Applewood Subdivision No. 1, recorded in Bk 100 Page 12941, records of Ada County (“Applewood”), as well as any other items Grantor elects to have included as Association responsibilities arising out of Annexation (described hereinafter) or over Lot 1, Block 2; Lot 13, Block 3; Lot 1, Block 4; and Lot 11, Block 4 in Applewood; and

5.5.2.8 Maintain any utility lines which serve the Property, and

5.5.2.1.9 Should it elect to do so, repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. The Association shall establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.

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

5.5.2.3 Reserved.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation,

impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

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

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions

or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

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

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

5.5.2.11 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration. Notwithstanding the foregoing, during all times Grantor is a Class B Member, Grantor shall have the right to appoint all members of the Architectural Committee.

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

5.5.2.13 Private Streets, Signs and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if

any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct, and the Association shall indemnify, defend, hold harmless, and exculpate all such persons from any and all claims arising out of their role as described above, except to the extent they act in bad faith or conduct willful misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

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

A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

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

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

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

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

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

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

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

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given

fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$250.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$50.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this

Declaration the estimated initial amount of the regular assessment is \$240.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

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

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2 Assessment Liens.

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

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a

notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

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

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

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association

shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

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

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

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

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article.

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

ARTICLE X: ARCHITECTURAL COMMITTEE

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

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Grantor shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee at all times Grantor is a Class B Member. At all other the times the board shall have such powers of appointment and renewal. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural

guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

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

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

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

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

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

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

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

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous or non-contiguous to the Property and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the

approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, as determined by Grantor in its sole and absolute discretion, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and Class B membership reinstated based on such recalculation. The Owners of lots located any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from

coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area which is dedicated to access, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements

and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

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

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

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

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners

addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Reserved.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2044, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective.

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

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

13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use

of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

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

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

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

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

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

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

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for ARCHITECTURAL assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

dba CBH Homes

Corey Barton Homes, Inc., an Idaho corporation

By: Corey Barton
Its: President

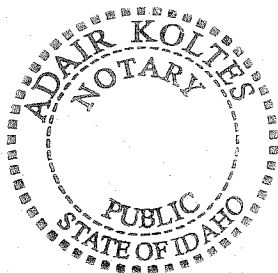
ACKNOWLEDGEMENT

State of Idaho)
)ss.

County of Ada)

On this 3rd day of February, in the year 2015, before me, a Notary Public in and for the State of Idaho, personally appeared Corey Barton, known or identified to me to be president, or vice president, or secretary or assistant secretary, of Corey Barton Homes, Inc., an Idaho Corporation (dba CBH Homes) that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Adair Koltes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16

Exhibit A

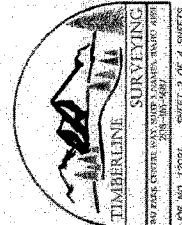
The Property

BOOK 18, PAGE 182A

FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1 A RESUBDIVISION OF A PORTION OF LOT 53, BLOCK 1 OF DANKIN RIDGE SUBDIVISION NO. 5, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO 2015

Curve Table							Curve Table							Curve Table							
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING	
C1	5.67	178.00	174.81	2.70	5.07	N15° 16' 47"W	C24	14.00	500.00	1° 35' 07"	7.00	14.00	S79° 23' 07"W	L1	25.37	N45° 30' 41"E					
C2	66.35	178.00	224.623	35.14	66.00	N16° 02' 07"W	C25	88.04	500.00	7° 47' 07"	34.07	87.00	S78° 18' 17"W	L2	14.03	N45° 30' 41"E					
C3	3.62	178.00	111.90	1.81	3.62	N89° 47' 49"W	C26	41.65	500.00	5° 02' 57"	22.65	41.00	S84° 40' 57"W	L3	14.04	N44° 20' 34"E					
C4	25.15	178.00	81.531	12.58	25.11	N91° 55' 27"W	C27	24.67	125.00	11° 03' 30"	12.38	24.65	N81° 32' 48"E	L4	5.87	N44° 20' 34"E					
C5	46.67	178.00	178.00	23.34	46.50	N73° 19' 49"W	C28	55.47	125.00	20° 25' 37"	28.20	55.00	N83° 19' 40"E	L5	31.52	N44° 20' 34"E					
C6	15.83	26.00	45.295	3.86	15.42	S88° 21' 22"E	C29	55.47	125.00	24° 03' 30"	28.20	55.00	N83° 19' 40"E	L6	21.26	S45° 33' 41"W					
C7	0.70	60.00	60.00	0.35	0.35	S88° 15' 19"W	C30	55.47	125.00	24° 03' 30"	28.20	55.00	N83° 19' 40"E	L7	7.25	N45° 30' 41"E					
C8	51.57	60.00	49.145	27.89	50.00	N89° 44' 59"W	C31	100.70	125.00	48° 06' 59"	56.40	100.00	S44° 23' 19"E	L8	12.75	S44° 23' 19"E					
C9	51.57	60.00	49.145	27.89	50.00	S37° 26' 22"E	C32	100.70	125.00	48° 06' 59"	56.40	100.00	S44° 23' 19"E	L9	15.54	S44° 23' 19"E					
C10	37.89	60.00	30.973	19.57	37.21	N81° 11' 51"E	C33	3.82	175.00	1° 11' 07"	1.91	3.82	N81° 34' 17"W	L10	28.27	S44° 23' 19"E					
C11	141.65	60.00	125.172	74.59	140.00	N44° 23' 05"W	C34	20.07	175.00	5° 23' 07"	10.02	20.00	N83° 26' 18"W	L11	23.91	S12° 44' 09"W					
C12	19.83	20.00	45.295	4.89	19.42	S81° 53' 15"W	C35	100.80	175.00	35° 33' 44"	56.39	100.00	N89° 31' 46"W	L12	31.72	N85° 03' 18"W					
C13	12.38	175.00	47.530	6.19	12.37	S89° 40' 38"E	C36	132.48	175.00	47° 22' 05"	68.39	130.00	N42° 39' 42"W	L13	30.00	N17° 21' 58"W					
C14	87.35	175.00	18.443	28.80	87.00	S87° 39' 45"E	C37	32.26	200.00	3° 19' 09"	16.35	32.50	N43° 38' 09"W								
C15	68.83	175.00	22.474	35.25	68.17	N10° 41' 59"W	C38	123.88	200.00	20° 20' 10"	64.57	120.00	N58° 13' 42"W								
C16	286.88	150.00	60.953	148.26	272.31	N44° 20' 24"W	C39	107.97	200.00	45° 10' 39"	53.19	105.00	N39° 38' 43"W								
C17	188.34	125.00	80.953	125.27	176.65	N44° 20' 24"W	C40	38.34	200.00	2° 50' 31"	19.37	37.50	N43° 31' 37"W								
C18	47.28	125.00	27.425	23.86	47.00	N75° 31' 52"W	C41	58.17	225.00	12° 49' 38"	28.19	58.00	N39° 46' 07"W								
C19	62.65	125.00	42.343	43.70	62.00	N46° 23' 10"W	C42	48.27	225.00	12° 18' 38"	24.21	48.14	N37° 14' 45"W								
C20	58.31	125.00	25.463	26.84	58.53	N12° 11' 45"W	C43	55.57	125.00	18° 11' 33"	27.78	55.20	S64° 32' 25"W								
C21	113.22	75.00	40.222	70.44	107.77	N45° 57' 15"E	C44	27.24	20.00	70° 27' 47"	13.33	26.30	N33° 24' 09"E								
C22	77.14	75.00	58.552	42.37	73.78	N25° 10' 25"E	C45	22.21	50.00	2° 20' 45"	11.94	22.00	S4° 23' 37"W								
C23	36.05	75.00	27.333	18.46	35.73	N72° 05' 07"E	C46	80.90	50.00	N4° 41' 57"	39.71	80.91	S89° 57' 07"W								
C24	44.62	500.00	479.803	22.22	44.81	S84° 32' 35"W	C47	63.20	50.00	87° 57' 02"	37.65	61.47	N38° 42' 36"W								
C25	65.02	500.00	61.911	30.94	64.89	S19° 23' 34"W	C48	34.60	50.00	36° 02' 31"	17.80	34.05	N33° 17' 28"E								
C26	80.22	500.00	61.911	30.94	80.89	S73° 10' 22"W	C49	30.69	50.00	37° 39' 11"	15.82	30.68	N39° 46' 27"E								
C27	65.04	500.00	61.911	30.94	65.61	S59° 23' 19"W	C50	26.11	50.00	55.00	23° 27' 47"	13.39	26.21	N39° 32' 52"W							
C28	226.39	500.00	23.231	114.25	223.32	S75° 27' 50"W	C51	20.39	75.00	16° 21' 56"	10.18	20.18	S84° 54' 02"W								
C29	212.90	500.00	23.231	114.25	211.52	S72° 34' 45"W	C52	0.94	75.00	0° 41' 15"	0.47	0.94	S89° 48' 25"W								
C30	200.48	500.00	23.231	114.25	198.92	S70° 44' 14"W	C53	21.16	75.00	8° 11' 13"	10.87	21.42	S84° 32' 25"W								
C31	74.25	500.00	6.2235	37.23	74.49	S89° 29' 42"W	C54	28.25	100.00	18° 11' 15"	14.22	28.19	S84° 32' 25"W								

Line Table		
Line #	Length	Direction
L1	25.37	N45° 36' 41"E
L2	14.13	N45° 36' 41"E
L3	14.13	N45° 36' 41"E
L4	5.87	N44° 23' 19"W
L5	31.50	N44° 23' 19"W
L6	31.50	N45° 36' 41"E
L7	7.26	N45° 36' 41"E
L8	12.75	S44° 23' 19"E
L9	11.64	S44° 23' 19"E
L10	28.27	S44° 23' 19"E
L11	23.01	S12° 44' 05"W
L12	31.23	N89° 31' 46"W
L13	30.07	N17° 21' 58"W



NO PART OF THIS PLAT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE SURVEYOR.

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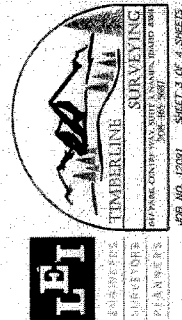
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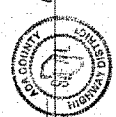
PETER J WILSON
Ministry Public
State of Idaho



FINAL PLAT SHOWING SILVER TRAIL SUBDIVISION - PHASE 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
The Highway District was organized and approved by the Board of Ada County Highway District Commissioners on the 10/15/14 day of OCTOBER, 2014.

[Signature]
Commissioner
10/15/14



APPROVAL OF CITY COUNCIL
I, the undersigned City Engineer in and for the City of Ada, Ada County, Idaho, hereby approve the plat shown on the City of Ada, Ada County, Idaho, subject to the following conditions and covenants:
1. The City of Ada, Ada County, Idaho, shall be responsible for the maintenance and improvement of the plat shown on the City of Ada, Ada County, Idaho, subject to the following conditions and covenants:

[Signature]
City Engineer
11/25/14



APPROVAL OF CITY ENGINEER
I, the undersigned City Engineer in and for the City of Ada, Ada County, Idaho, hereby approve the plat.

[Signature]
11-25-2014

HEALTH CERTIFICATE
The plat shown on the City of Ada, Ada County, Idaho, is hereby approved by the Health Department on the 11/25/14 day of NOVEMBER, 2014. The plat shown on the City of Ada, Ada County, Idaho, is hereby approved by the Health Department on the 11/25/14 day of NOVEMBER, 2014. The plat shown on the City of Ada, Ada County, Idaho, is hereby approved by the Health Department on the 11/25/14 day of NOVEMBER, 2014.

[Signature]
Health Department
11/25/14



CERTIFICATE OF COUNTY TREASURER
I, the undersigned County Treasurer in and for Ada County, Idaho, do hereby certify that the foregoing plat and map have been filed in the Ada County, Idaho, Office of the County Treasurer on the 10/15/14 day of OCTOBER, 2014. The certificate is valid for the next 10 days of OCTOBER, 2014.

[Signature]
County Treasurer
10/15/14
Signed By Debra J. Jorgensen



CERTIFICATE OF COUNTY SURVEYOR
I, the undersigned County Surveyor in and for Ada County, Idaho, do hereby certify that I have studied the plat and map shown on the City of Ada, Ada County, Idaho, and that the same comply with the laws of Idaho relating to plat and map.

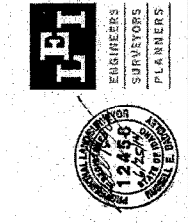
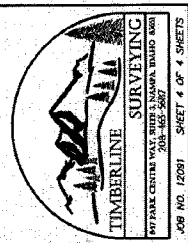
[Signature]
County Surveyor
1-25-2015
PLS 5557



COUNTY RECORDER'S CERTIFICATE
I, the undersigned County Recorder in and for Ada County, Idaho, do hereby certify that the foregoing plat and map have been filed in the Ada County, Idaho, Office of the County Recorder on the 10/15/14 day of OCTOBER, 2014. The certificate is valid for the next 10 days of OCTOBER, 2014.

[Signature]
County Recorder
10/15/14
PLS 5557

[Signature]
County Recorder
10/15/14
PLS 5557



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 51 OF 86**

Rev. 2/2/2015

42908.0012.7046095.1

Exhibit B

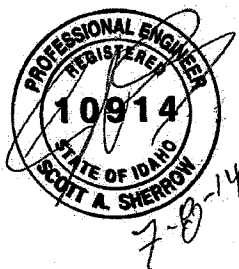
Stormwater Plan

SILVER TRAIL #1 SUBDIVISION

Ada County, Idaho

RECOMMENDED MINIMUM STORMWATER SYSTEM OPERATIONS & MAINTENANCE (O&M) PROCEDURES

Prepared For:
DB Development, LLC
Boise, ID



Prepared By:



ENGINEERS

SURVEYORS

PLANNERS

3023 Copper Point Dr. # 201
Meridian, Idaho 83642

Date:
July 7, 2014

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 53 OF 86

Rev. 2/2/2015

42908.0012.7046095.1

SILVER TRAIL #1 SUBDIVISION

Ada County, Idaho

RECOMMENDED MINIMUM STORMWATER SYSTEM OPERATIONS & MAINTENANCE (O&M) PROCEDURES

Prepared For:
DB Development, LLC
Boise, ID

Prepared By:



ENGINEERS

SURVEYORS

PLANNERS

3023 Copper Point Dr. # 201
Meridian, Idaho 83642

Date:
July 7, 2014

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 55 OF 86**

Rev. 2/2/2015

42908.0012.7046095.1

Silver Trail #1 Subdivision O&M Procedures

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Safety Information.....	1
I. Overview.....	58
II. Duties and Responsibilities.....	59
III. Storm Water System Maintenance	60
IV. Recommended Spill Response Procedures	63
V. References	66

Tab I: Attachments - Operation & Maintenance Guide

- Inspection Cover Sheet
- Maintenance Report Form
- OM-1 Minimizing Directly Connected Impervious Areas
- OM-2 Infiltration
- OM-7 Oil/Water Separators
- OM-9 Catch Basins
- OM-10 Pipes

Tab 2: 11"x17" Applicable Construction Plans

Tab 3: 11"x17" Copy of Final Plat

Recommended Minimum Storm Water System Operation & Maintenance (O&M) Procedures

Silver Trail #1 Subdivision City of Kuna, ID

-The Operation and Maintenance Manual must remain on site at all times-

Safety Information:

It is the sole responsibility of the inspector to perform inspections in a safe manner. If the inspector feels that in any way he or she does not have the required knowledge, mental and/or physical ability to perform inspections of the storm water facilities he or she shall not proceed with the inspection(s) or other O&M duties. The inspection duties shall be delegated to an individual/inspector that has the training and skills to safely perform the minimum duties outlined herein.

The inspector shall have the proper safety equipment (heavy duty gloves, boots, first aid kit, for example) and training before conducting any inspections. If the storm water system inspection reveals a safety problem, then the inspector may have to modify the site activities to reduce or eliminate the safety risk. The following is a list of the minimum safety precautions an inspector should be aware of when conducting storm water system inspections.

- Never enter a confined space unless you have proper Occupational Health and Safety Administration (OSHA) training. Do not enter any confined space until the atmosphere has been checked and proper safety equipment is worn and/or erected.
- Avoid entering pipes or conduits without another individual present. If the structural strength of a pipe or conduit is questionable, you should not enter the pipe or conduit at all.
- Check the ventilation in the storm water system before using any type of ignitable materials. Some storm water systems may be sealed and have poor ventilation, posing a safety risk to the inspector if the vapor comes in contact with an open flame.
- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.
- Lift manhole covers or other structural covers (trash racks, access covers,

etc.) carefully. These items can be very heavy and can be slippery if wet. Also, learn the correct way to lift heavy items to avoid back injury.

- Check the water depth of the system before you take a step in the water. The water may be deeper than you think or there may be steep slopes below the water line.
- Check for poison ivy, poison oak, or other poisonous plants when inspecting ponds or other large storm water systems. Inform the individual who will perform maintenance on the system that these plants are present.

I. Overview

This document outlines the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities serving the Project. The Silver Trail #1 Subdivision project is comprised of 39-lots on ± 11.0 acres. The site is situated within the City of Kuna, Ada County, being located adjacent to Mason Creek Road and east of Ten Mile Road. The operation and maintenance procedures have been prepared to meet the standard of practice and guidelines outlined by ACHD and the Idaho Department of Environmental Quality.

The purpose of the operation and maintenance procedures, "O&M Manual", is to provide the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities.

On-site storm water improvements for the project consists of roadway drainage gutters, catch basins/manholes, storm water conveyance pipelines, sand grease traps and an infiltration seepage bed and storm water infiltration pond. Storm drainage runoff will be collected and conveyed to the sand grease traps for pretreatment prior to discharge to the infiltration areas.

The site's storm water, once collected and pretreated, will be conveyed to the storm water management seepage areas for release by infiltration into underlying soils. Refer to the attached maps for actual bed location.

The primary purpose of the storm water system is to provide safe and environmentally sound management and disposal of surface water drainage. Any additions and/or alterations to the storm water management facilities, such as park benches, playground equipment, or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the facility is required. Replacement and/or repair of these items will be the responsibility of the Homeowners Association.

II. Duties and Responsibilities

Heavy maintenance shall be performed by ACHD and is generally defined as periodically inspecting both the storm water collection/conveyance system within ACHD's Right-of-Way or easements and the disposal facility to ensure they are functioning properly. ACHD shall perform the cleaning of the facility piping and cleaning of structures of sediment build up and shall perform any major maintenance work required within the disposal facility.

Light maintenance shall be performed by the HOA and is generally defined as the periodic inspections of the drainage systems in addition to lawn care, irrigation of landscaping including storm water ponds if required, trash clean up and bank stability. HOA shall notify ACHD of any required heavy maintenance. HOA duties and responsibilities generally include:

- **LAWN CARE:** If ponds are incorporated into the storm water management systems and the ponds are grassed, fertilizer shall be applied at a rate and interval to keep the grass healthy. Also weekly mowing and grass clipping removal shall be performed to maintain a healthy appearance and working drainage facility.
- **IRRIGATION:** If ponds are incorporated into the storm water management systems and the ponds are grassed, water shall be applied to the grass at a rate that will keep the grass healthy and not interfere with the proper operation of the storm water retention pond. Over irrigating must be avoided as this will cause standing water within the pond and deterioration of the ponds performance.
- **TRASH CLEANUP:** During the periodic inspections, any trash found within the boundary of the pond lots shall be collected and disposed of.
- **BANK STABILITY:** During the periodic inspections, all banks and those of the of the ponds shall be checked for any erosion from water entering the storm water system from adjacent lots, or for damage from any type of burrowing animals. If these problems are found, the Homeowner's Association shall rectify.
- **SAND WINDOW:** If ponds are incorporated into the storm water management systems and the pond bottoms have a sand layer/sand window – sand areas shall be keep free of vegetation and equipment and/or structures. Any buildup of sediment or debris shall be removed and any sand removed during cleaned up shall be replace with like and kind.
- **SYSTEM COMPONENT INSPECTIONS:** During periodic inspections of the storm water system components as describe in Section III, if

conditions are found where heavy maintenance is required ACHD shall be notified.

- **SOURCE CONTROLS BMP'S:** Best Management Practices (BMPs), also known as source controls, will serve to manage pollutants and minimize the contaminants within the storm water runoff. Ensuring these source controls are followed is the responsibility of the Silver Trail Subdivision Homeowners Association. The BMPs include the following:
 1. Lawn chemicals, such as fertilizers and pesticides, should be used in accordance with manufacture's recommendation and should be used only when less toxic means to control insects or weeds are not effective.
 2. Dirt, grass, and other materials should be kept out of the street so they do not wash into a storm drain when it rains.
 3. Leaves and other yard debris should be kept out of the street to avoid clogging storm drains.
 4. Homeowners will be responsible for the proper handling and disposal of home and maintenance products so that these products will not enter the storm drain system.

III. Storm Water System Maintenance

ACHD and the HOA shall use the following information in performing their duties.

A. General Site Maintenance

1. Recommend sweeping paved areas, and cleaning the landscaped areas as debris accumulates.

B. Inlets [every 6 months & after all large storm events]

1. Check each grate, sump, and inlet to assure that it is clean of all debris and that the grate is properly attached.
 - Clean all debris and dispose of in accordance with the most current laws governing the particular debris

encountered.

- Check for any sign of oil or grease and clean as required.

C. Manholes [every 6 months & after all large storm events]:

1. Check each manhole, both with and without a perforated lid, to assure that it is clean of all debris and that the grate or lid is properly attached.
 - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
 - Check for any sign of oil or grease and clean as required.

D. Pipes [every 6 months and after all large storm events]:

1. If during the inspection of the inlets a significant amount of debris is observed and removed, the pipes should be lapped to check for debris deposited inside.
 - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
 - Check for any sign of oil or grease and clean as required.
 - Keep grass clear of the end pipe and riprap.

E. Sediment Boxes/Sand & Grease Traps [every 3 months & after large storm events]:

1. Check each sediment box to assure that it is clean of all oil and debris and that the lids are properly attached. If a significant amount of debris is observed and removed, the inlet and outlet pipes should be lapped to check for debris deposited inside.
 - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
 - Check for any sign of oil or grease and clean as

required.

F. Basin Area/Pond [monthly between March and November and after all large storm events]:

1. Check for sediment and debris

- Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
- Check for any sign of oil or grease.

2. Mowing and Trimming

- Care should be taken to prevent the basin area from becoming overgrown with weeds and prairie grasses. Mow the basin area as required to prevent overgrowth and remove all weed and grass trimmings.

3. Basin Damage

- The basin should be inspected for damage after all large storm events. Look for sloughing banks, scoured areas, sink holes, etc. If the basin is found to be damaged, immediately report any damage to the ACHD.

G Basin Inlets and Sand Window, if applicable, [every 6 months and after all large storm events]:

1. If applicable, check Sand Window for Poor Percolation

- With good routine maintenance of pipes, inlets, sediment boxes and manholes, the sand window/ bed will perform well for many years. However, if the pond is draining very slowly, the sand window may need to be repaired, replaced or cleaned. To repair the damage to the sand window, carefully remove the top six inches (minimum) of sand, taking care not to crush the perforated drain pipes, disturb the bottom or sides of the basin. If any pipe is crushed or collapsed, replace the section of damaged pipe with a new section of pipe of the same type and material. If any filter fabric is torn, remove the torn portion of the fabric and sew a new section of filter fabric over

the removed section. Replace the sand with an ASTM C-33 filter sand or equivalent. Dispose of the used filter sand in accordance with the most current laws governing waste disposal.

2. Check Riprap Pads and Banks for Erosion

- If erosion is found, and is not severe, geotextile and riprap may be added to prevent further erosion. If the erosion is severe, then replace the eroded section of material with 8" minus uncrushed aggregate and add a new section of geotextile fabric under additional riprap of the same type and size currently in place to prevent further erosion.

IV. Recommended Spill Response Procedures

The maintenance entity and/or the contractor they employ to maintain the storm water systems will implement a Spill Response.

1. Emergency Spill Response Procedures:

- a. Prompt response to a spill is the best means of minimizing any impact to the environment and in particular, preventing a discharge reaching the groundwater table or surface waters. In the event of a harmful product spill, the Homeowners Association or maintenance personnel will notify the entity maintaining the storm water systems.
- b. Upon notification of a harmful spill, the spill coordinator will determine the hazard potential of a spill response by determining at least the following factors:
 - The substance spilled and its hazard potential
 - The amount of the spill and the extent of spreading
 - The source of the leakage/spill
- c. The maintenance entity and the storm water maintenance contractor will consult to determine the potential hazard to tenants and the surrounding public. If a spill is determined to be of such magnitude that it cannot be safely and effectively controlled by the storm water maintenance contractor, then the Homeowners Association or Contractor shall promptly notify outside emergency response agencies to implement control and

cleanup.

2. Containment and Eliminating Spill Source:

- a. Upon observing the spill, the storm water maintenance contractor shall first attempt to contain the spill so as to prevent its entry into the site storm drainage systems. Examples of equipment that can be used to contain and/or absorb a spill include sand, sandbags and plastic sheeting, cat litter, sweeping compound, straw bails and absorbent pillows.
- b. At the same time as containment is being performed, or as soon as possible after containment, the spill responder[s] shall attempt to seal or otherwise stop the source of the spill. Common methods of eliminating a spill source include, closing valves, leak stopping compound for pinhole leaks, drum over-packs, deactivating pumps, and diverting flow to another pathway.

3. Spill Cleanup and Mitigating Environmental Impact:

- a. Once the spill is contained and the source eliminated, the spill responder[s] shall collect the spilled material by the appropriate manner and place the material into secure containers.
- b. The area or surface in contact with the spilled material shall be decontaminated by an appropriate method that is permissible under the local, state, and federal laws. The specific method used will depend upon the substance; the availability of permitted sewer discharge to a Publicly Owned Treatment Works [POTW], regulatory standards applicable to hazardous and toxic wastes, and other factors. The storm water maintenance contractor will select the appropriate decontamination method, after determining the applicable factors and by conferring with the regulators or an expert in the subject of spill response.
- c. All spill material and debris will be managed in a manner that fully complies with applicable local, state, and federal laws regarding recycling or disposal of wastes. The preferred method is to recycle or reclaim materials from spills in an effort to minimize waste generation. Where this is not feasible or allowed then disposal in accordance with applicable local, state, and federal rules will be used.

4. Notification of Company and Governmental Agencies:

- a. The Homeowners Association and/or Contractor shall immediately report any spill of a harmful substance to the appropriate governmental authorities whenever a spill exceeds the Reportable Quantities [RQ] required under state or federal law. Be certain to define the RQ for your site.
- b. Such laws include, but are not limited to the following:
 - Clean Water Act [Oil Pollution Act of 1990] [Section 311 C2] [40 CFR, Part 300]
 - Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] [Section 102] [40 CFR, Part 302]
 - Superfund Amendment and Reauthorization Act [Section 313] [40 CFR, Part 355]
 - Idaho Department of Environmental Quality
- c. The applicable agencies and phone numbers that potentially must be contacted in the event of a spill are as listed:

Agency Contact Information

Agency	Telephone Number
Local Fire Department	911
Kuna City Parks Department	208-922-3397
National Response Center	800-424-8802
Regional EPA Office	208-378-5773
Ada County Highway District	208-387-6100
Idaho Department of Fish & Game	208-334-3700
DEQ - Water Quality & Remediation	208-373-0314
U. S. Department of Fish and Wildlife	208-378-5243

V. References:

Boise Public Works Storm water Operation & Maintenance – A Resource Guide web site: www.cityofboise.org (Application Forms/Brochures & General Information).

Department of Environmental Quality
BMP data web site:
www.deq.state.id.us/water.com

**Tab 1: Attachments from the Storm Water
Operation & Maintenance - A Resource
Guide**

Published by Boise Public Works (for reference only)

Inspection Cover Sheet

Date: _____
Facility Name: _____
Facility Address: _____
Facility Owner: _____
Inspector Name: _____
Inspector Phone #: _____

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:

... ..

Date of Last Inspection: _____

[illegible]

Page 3 of 4

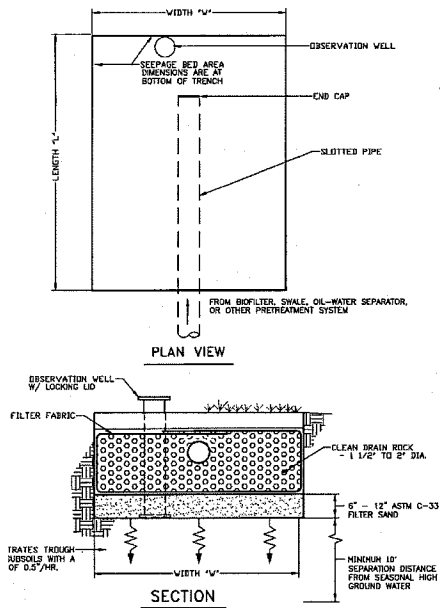
Inspection and Maintenance Forms

OM-1 Minimizing Directly Connected Impervious Areas (DCIAs)

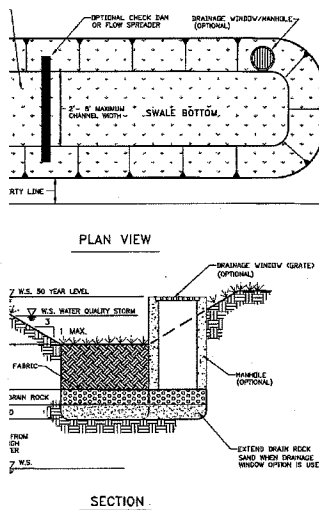
Stormwater system feature	✓	Are any of these conditions present	Problem	Recommendation
Landscaped or natural area		sediment accumulation exceeds 2" in depth	sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.
		grass becomes excessively tall or weeds invade the area	tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment. Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems.
		trash and debris are present	trash and debris accumulation	Remove waste and dispose of properly.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.
		erosion or scouring is evident	excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present.

OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		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	Clean out accumulated debris in pretreatment system and dispose of properly
			pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information



**Infiltration Trench
(Seepage Bed)**

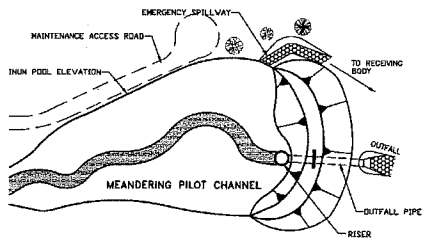


Infiltration Swale

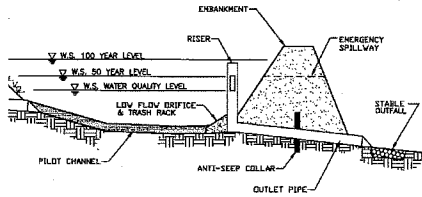
**Infiltration
Basin**

OM-3 Ponds (Detention, Extended Detention, Evaporation)

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in pond	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		undesirable vegetation is invading the pond	nuisance, poisonous, or noxious weeds	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture before applying pesticides. Certain pesticides should not be used near waterbodies.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		bare spots or sparse vegetation is evident in the pond	compaction	Aerate and amend soils, re-seed, and mulch bare areas. Re-contour and re-seed pond to original design specifications.
			insect infestation	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture regarding appropriate methods for controlling insects.
		grass is taller than 10"	overgrown vegetation	Mow grass regularly. Grass should be mowed to a height of 4-9" for best storm water control. Avoid over-applying fertilizers. Excessive fertilizer application may compound water quality problems.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		excessive mosquito population is present	mosquitos	Install predacious bird and bat nesting boxes to control insects. Mosquito fish (Gambusia) can be used and are available locally.
		water flows through holes in dam or berm; holes are present around pond	rodents	Destroy rodents and repair dam or berm. Contact the Idaho Department of Fish and Game for information on controlling rodents.
Storage area		accumulated sediment exceeds 10% of the designed pond depth	excessive sediment	Remove trees that interfere with access or maintenance activities. Preserve trees that are not a problem.
				Clean out sediment to original shape and depth of the pond. Re-seed pond, if necessary, to control erosion. If the pond is designated as "waters of the U.S." or as a wetland by the U.S. Army Corps of Engineers (Corps), you must obtain a 404 (dredge and fill) permit. You must also obtain a Stream Channel Alteration permit from the Idaho Department of Water Resources (IDWR). Contact the Corps and IDWR for more information.
Pond dike/berm		dike or berm has settled 4" lower than design elevation	dike/berm settlement	Repair dike/berm to original design specifications. Re-seed or sod.
Overflow spillway		bare soil is visible at top of spillway or outside slope	inadequate rock layer	Add enough rock to cover up bare soil.
Trash rack		debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris. Dispose of waste properly.

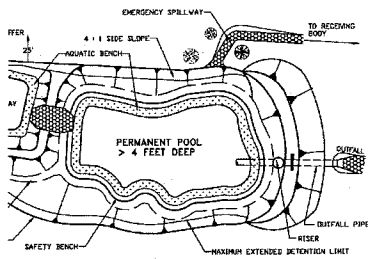


PLAN VIEW

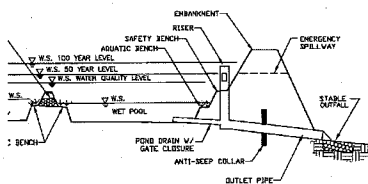


SECTION

Detention Pond



PLAN VIEW



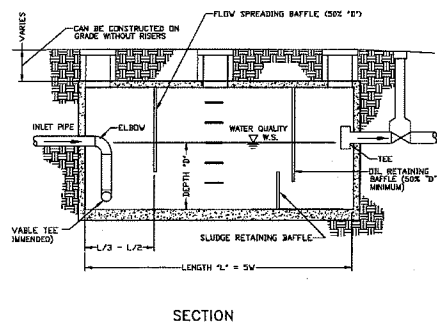
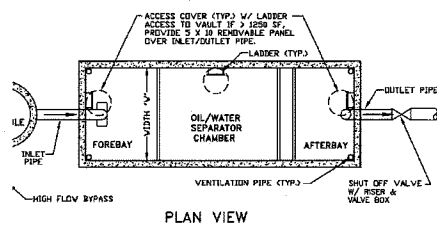
SECTION

Extended Detention Pond

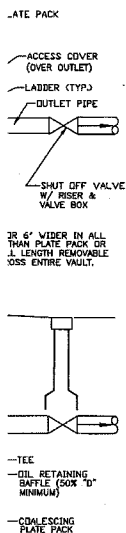
Evaporation Pond

OM-7 Oil/Water Separator

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	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.
			damaged baffle	Check baffle integrity. If damaged, repair or replace to design specifications.
			incorrectly designed	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	Vector or shovel out sediment. Dispose of sediment properly.
		standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vector or shovel out sediment. Dispose of sediment properly.
		yard wastes or non-degradable 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	Vector or manually remove oil from water surface. Dispose of waste properly.
		pipes broken or damaged; 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.
Coalescing plate separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.
			damaged coalescing plate	Check coalescing plate integrity. If damaged, repair or replace to design specifications.
		sediment accumulation exceeds 1' in depth in vault	excessive sediment	Vector 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	Vector 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	Vector or shovel out sediment. Dispose of sediment properly.
		baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles 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.



Oil/Water Separator



Coalescing Oil/Water Separator

OM-9 Catch Basins

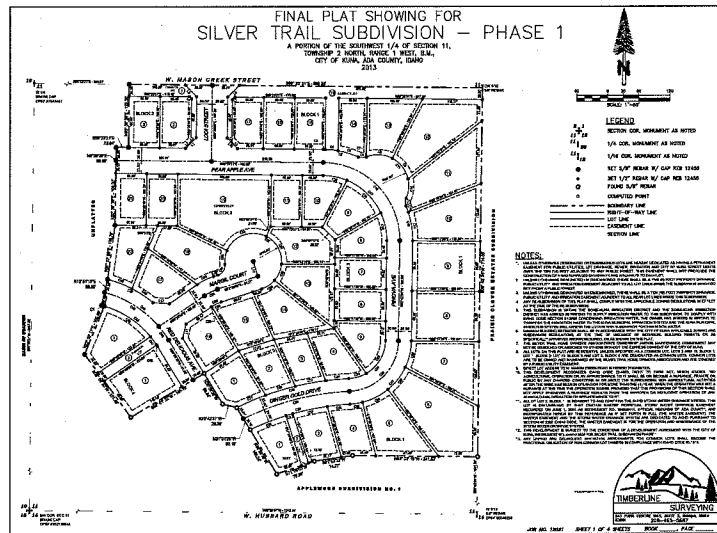
Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
		frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
		propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
		top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
		corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
		catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		catch basin has settle more than 1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes		trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
		pipings has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
		vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

OM-10 Pipes

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		vegetation is impeding water flow	overgrown vegetation	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

Tab 2: 11"x17" Applicable Construction Plans

Tab 3: 11" X 17" Copy of Final Plat
(for reference only)



LEI
ENGINEERS
SURVEYORS
PLANNERS
22 York - London W1
0203 506000
Telex 94 226
Fax 0203 506000
www.lei.co.uk

SILVER TRAIL SUBDIVISION NO. 1

LAB PREPARED
 2013-04-16
 DR. JAMES D. LEE
 MD
 157112813
 C3.0

Exhibit C

Property Related to Stormwater Plan

**LEGAL DESCRIPTION FOR
SILVER TRAIL SUBDIVISION PHASE 1
POND MAINTENANCE EASEMENT**

An easement for the benefit of Silver Trail Subdivision – Phase 1, Being a portion of Lot 13, Block 3 of Applewood Subdivision No. 1, located in the West 1/2 of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho. Being depicted on attached Exhibit B and further described as follows:

BASIS OF BEARINGS:

The West line of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian, derived from found monuments and taken as South 00°36'21" West with the distance between monuments found to be 2657.55 feet.

COMMENCING at a brass cap marking the Northwest corner of the West 1/2 of the Southwest 1/4 of Section 11, Township 2 North, Range 1 West, Boise Meridian also being the West 1/4 Corner of said Section 11, from which the Southwest corner of said Section 11 bears South 00°36'21" West a distance of 2,657.55 feet;
thence South 50°24'24" East a distance of 1,194.58 feet to the Northwest property corner of Lot 13, Block 3 of Applewood Subdivision No.1 as recorded in the book of plats in the County of Ada, Book 100 of Pages 12941- 12945 said point being the **POINT OF BEGINNING**;
thence along the Northerly Boundary line of said Applewood Subdivision No.1 the following three (3) courses;

North 71°08'03" East a distance of 76.69 feet;

North 81°52'33" East a distance of 74.77 feet;

South 89°23'19" East a distance of 241.92 feet to the Easterly Boundary line of said Subdivision;

thence leaving said Northerly boundary line and along said Easterly Boundary line, South 00°42'34" West a distance of 80.00 feet;

thence leaving said Easterly Boundary line North 89°23'19" West a distance of 61.39 feet;

thence North 54°46'37" West a distance of 23.26 feet;

thence North 63°16'15" West a distance of 24.05 feet;

thence North 87°25'39" West a distance of 120.20 feet;

thence South 79°09'00" West a distance of 108.70 feet;

thence North 70°00'40" West a distance of 14.00 feet;

thence South 83°19'32" West a distance of 24.52 feet to a point on the Westerly property line of said Lot 13;

thence along said Westerly property line North 30°58'38" West a distance of 41.35 feet to the **POINT OF BEGINNING**.

Said easement containing 22,529 square feet or 0.52 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Russell E. Badgley, P.L.S. 12458
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687

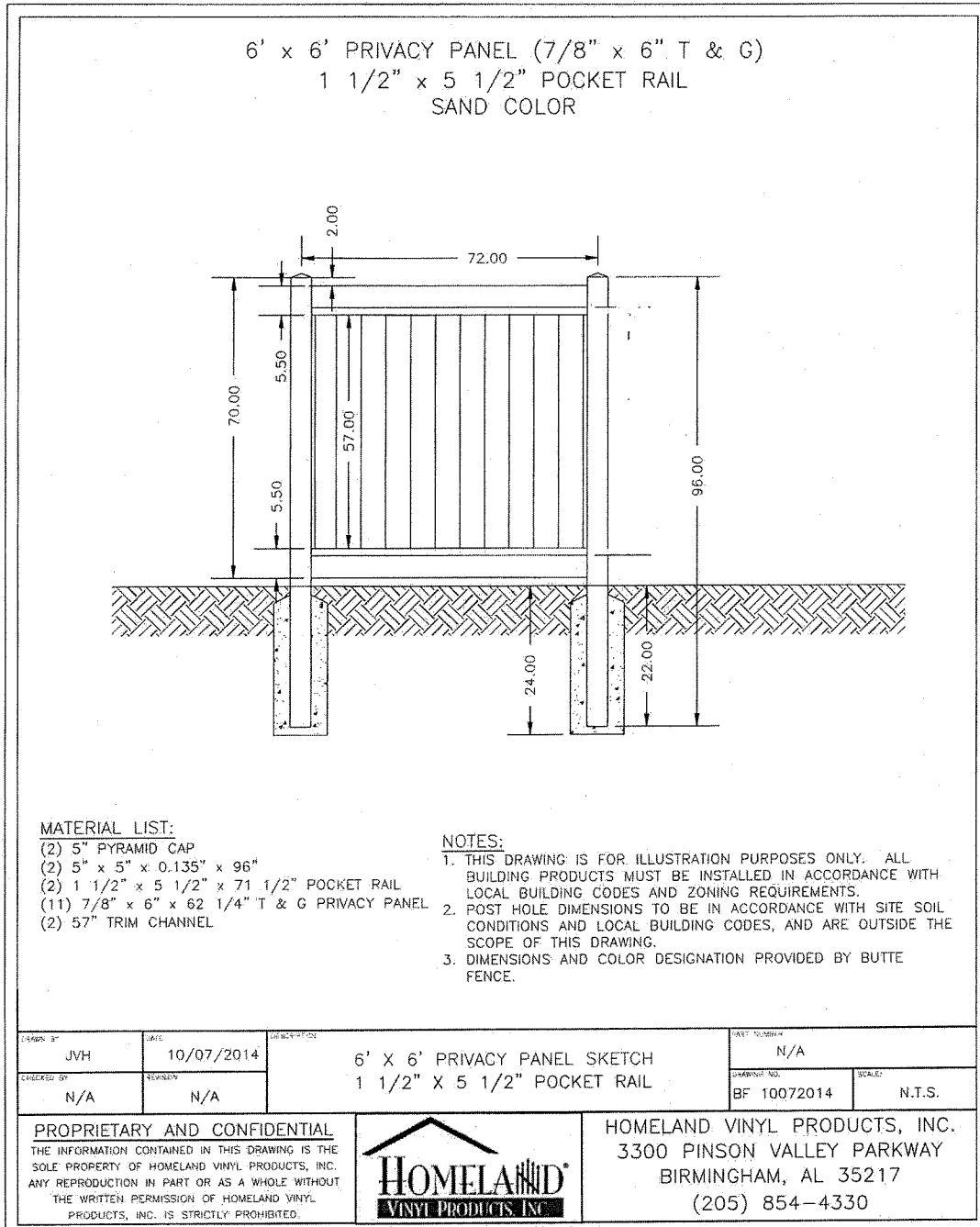


**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 84 OF 86**

Rev. 2/2/2015

42908.0012.7046095.1

Exhibit D Fencing Detail



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER TRAIL
SUBDIVISION - PAGE 86 OF 86

Rev. 2/2/2015

42908.0012.7046095.1

ACCOMMODATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SILVER TRAIL SUBDIVISION

This Amendment Declaration of Covenants, Conditions & Restrictions For Silver Trail Subdivision ("Amendment") shall be effective upon its recordation with the Ada County Recorder.

Background

. Pursuant to Section 13.2.2 of that certain Declaration of Covenants, Conditions and Restrictions for Silver Trail Subdivision recorded on the 11th day of February, 2015 in the official records of Ada County, Idaho, as Instrument Number 2015-010835, as amended or supplemented from time to time (the "Declaration"), the Declaration may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Silver Trail Homeowner's Association, Inc. ("Association"), certifying that such Amendment has been approved by a vote or written consent of Owners owning at least one-half (1/2) of the Lots covered by the Declaration. A vote or written consent of Owners owning at least one-half (1/2) of the Lots covered by the Declaration has been obtained approving this Amendment and the President and Secretary of the Association, by their signatures below, certify the same. Therefore, the Declaration shall be amended as set forth in this Amendment.

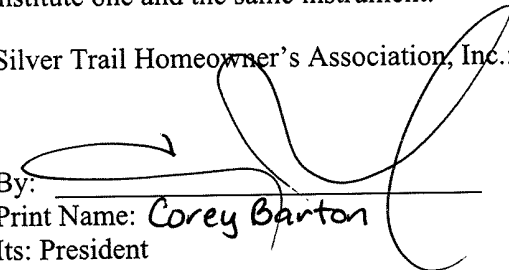
. The last sentence of Section 7.2.3.2 of the Declaration is replaced in its entirety as follows:

On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$250.

General Provisions

. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Declaration. This Amendment may be executed in one or more counterparts and, taken together, shall constitute one and the same instrument.

Silver Trail Homeowner's Association, Inc.:

By: 

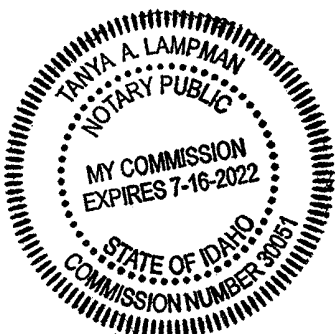
Print Name: Corey Barton

Its: President

By: Adair
Print Name: Adair Koltes
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on May 12, 2022 by
Cary Barton as the President of Silver Trail Homeowner's
Association, Inc.

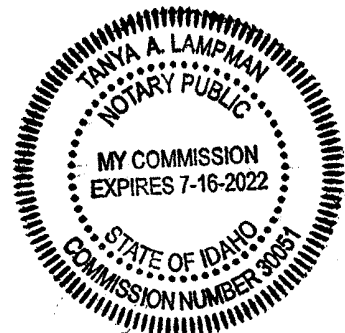


[Signature]
Signature of notary public
My commission expires 7/16/2022

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on May 12, 2022 by
Adair Koltes as the Secretary of Silver Trail Homeowner's
Association, Inc..

[Signature]
Signature of notary public
My commission expires 7/16/2022



When recorded, return to:
Smith Knowles, PLLC
943 W. Overland Road, Ste. 112
Meridian, Idaho 83642

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SILVER TRAIL SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Silver Trail Subdivision (hereinafter "Second Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Silver Trail Subdivision, recorded on February 11, 2015, in the Ada County Recorder's Office, as Instrument No. 2015-010835 ("Enabling Declaration") and is hereby made and executed, as of the last date set forth in the notarized signature below and made effective as of the date recorded in the Ada County Recorder's Office.

RECITALS:

- A. This Second Amendment affects and concerns the real property located in Ada County, Idaho, and more particularly described in the attached **Exhibit "A"** ("Property").
- B. On or around January 27, 2015, the Final Plat Showing Silver Trail Subdivision -- Phase 1 was recorded in the Ada County Recorder's Office as Instrument No. 2015-006552.
- C. On or around February 11, 2015, the Declaration of Covenants, Conditions and Restrictions for Silver Trail Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2015-010835 ("Enabling Declaration").
- D. On or around May 13, 2022, that certain Amendment to Declaration of Covenants, Conditions & Restrictions for Silver Trail Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2022-046785.
- E. Additional phases Nos. 2-7 for Silver Trail Subdivision were annexed into the Property by Supplemental Declarations and were subjected to the Enabling Declaration. Each Supplemental Declaration is incorporated herein by reference.
- F. Adoption Statement. Pursuant to Article XIII, Section 13.2.2 of the Enabling Declaration, the President and Secretary of the Association certify and attest that the Association obtained the vote or written consent of Owners representing more

than fifty percent (50%) of the votes in the Association who consent to the recording of this Second Amendment.

- G. No Other Changes. Except as otherwise expressly provided in this Second Amendment, the Enabling Declaration remains in full force and effect.
- H. Definitions. All terms used but not defined herein shall have the meanings given them under the Enabling Declaration.
- I. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read this Second Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute this Second Amendment acting in said capacity.
- J. Conflicts. In the case of any conflict between the provisions of this Second Amendment and the provisions of the Enabling Declaration, as amended and supplemented, the provisions of this Second Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, as amended and supplemented, that could be interpreted as prohibiting the modifications set forth in this Second Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this Second Amendment.
- K. These Recitals are hereby incorporated herein by reference and made a part hereof.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this Second Amendment to the Enabling Declaration as follows.

AMENDMENT

- I. A new Section 7.9 in Article VII of the Enabling Declaration is hereby created as follows:

7.9 Fines. Consistent with Idaho Code § 55-3206, or such Idaho laws as may hereafter be amended or repealed, the Association shall have the power to assess a fine against an Owner and their Building Lot for a violation of the terms and conditions of the governing documents in an amount set by the Board. The Board shall have authority to create a reasonable hearing process, consistent with Idaho law, applicable when the Association seeks to fine an Owner.

DATED this 10th day of April, 2024, 2025,

SILVER TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Its: President

STATE OF IDAHO)
: ss
COUNTY OF ADA)

On this 10th day of April, 2024, 2025, personally appeared before me Adair Koltes, who being by me duly sworn, did say that they are the Board President for the Association, and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Nampa, ID
My Commission Expires: 6-05-2028

ADAIR KOLTES
Notary Public - State of Idaho
Commission Number 30052
My Commission Expires 06-05-2028

DATED this 10th day of April, 2024, 2025

SILVER TRAIL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Its: Secretary

STATE OF IDAHO)
: ss
COUNTY OF ADA)

On this 10th day of April, 2024, 2025, personally appeared before me Adair Koltes, who being by me duly sworn, did say that they are the Board Secretary for the Association, and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Nampa, ID
My Commission Expires: 6-05-2028

ADAIR KOLTES
Notary Public - State of Idaho
Commission Number 30052
My Commission Expires 06-05-2028

Exhibit "A"
Legal Description – Lots and Blocks

All Lots and Blocks on the Final Plat Showing Silver Trail Subdivision – Phase 1, recorded in the Ada County Recorder's Office as Instrument No. 2015-006552.

All Lots and Blocks on the Final Plat Showing Silver Trail Subdivision – Phase 2, recorded in the Ada County Recorder's Office as Instrument No. 2017-002984.

All Lots and Blocks on the Plat of Silver Trail Subdivision No. 3, recorded in the Ada County Recorder's Office as Instrument No. 2018-099242.

All Lots and Blocks on the Plat of Silver Trail Subdivision No. 4, recorded in the Ada County Recorder's Office as Instrument No. 2020-028094.

All Lots and Blocks on the Plat of Silver Trail Subdivision No. 5, recorded in the Ada County Recorder's Office as Instrument No. 2021-046837.

All Lots and Blocks on the Plat of Silver Trail Subdivision No. 6, recorded in the Ada County Recorder's Office as Instrument No. 2022-008383.

All Lots and Blocks on the Plat of Silver Trail Subdivision No. 7, recorded in the Ada County Recorder's Office as Instrument No. 2022-073992.