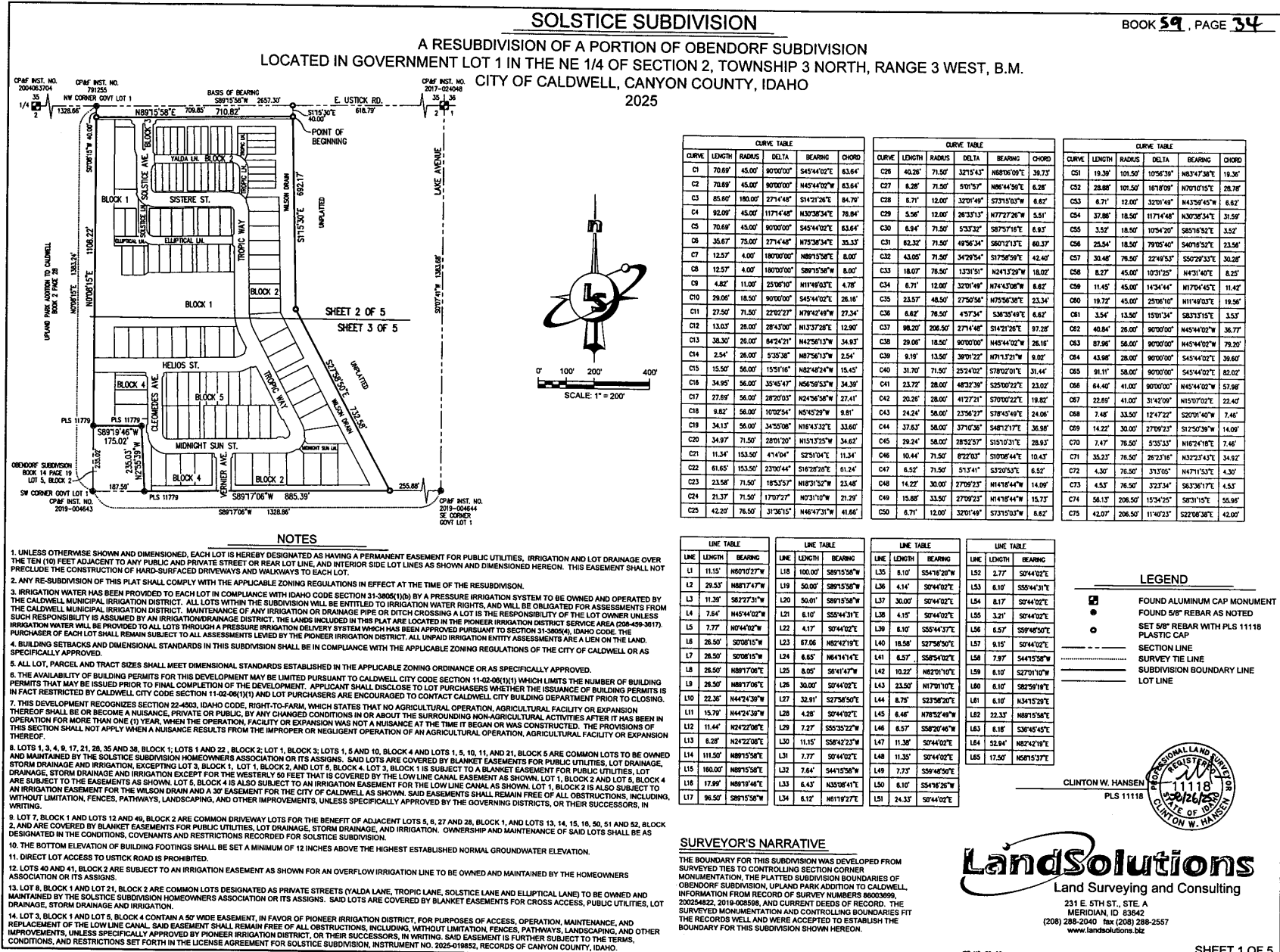


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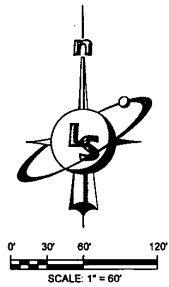
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RICK HOGABOAM  
CANYON COUNTY RECORDER  
PGS=5 ABARDEN \$11.00  
PLAT  
PONTIFEX CAPITAL



BOOK 59, PAGE 34

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 FOUND ALUMINUM CAP MONUMENT  
 FOUND BRASS CAP MONUMENT  
 FOUND 5/8" REBAR, PLS 11118 OR AS NOTED  
 FOUND 1/2" REBAR, PLS 11118  
 SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP  
 SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP  
 CALCULATED POINT, NOT SET  
 ----- SECTION LINE  
 ----- CENTER LINE  
 ----- PUBLIC UTILITY, IRRIGATION & LOT DRAINAGE EASEMENT LINE - SEE NOTE 1  
 ----- EASEMENT LINE AS NOTED  
 ----- SUBDIVISION BOUNDARY LINE  
 ----- LOT LINE  
 ----- ADJACENT PROPERTY LINE  
 (18) LOT NUMBER

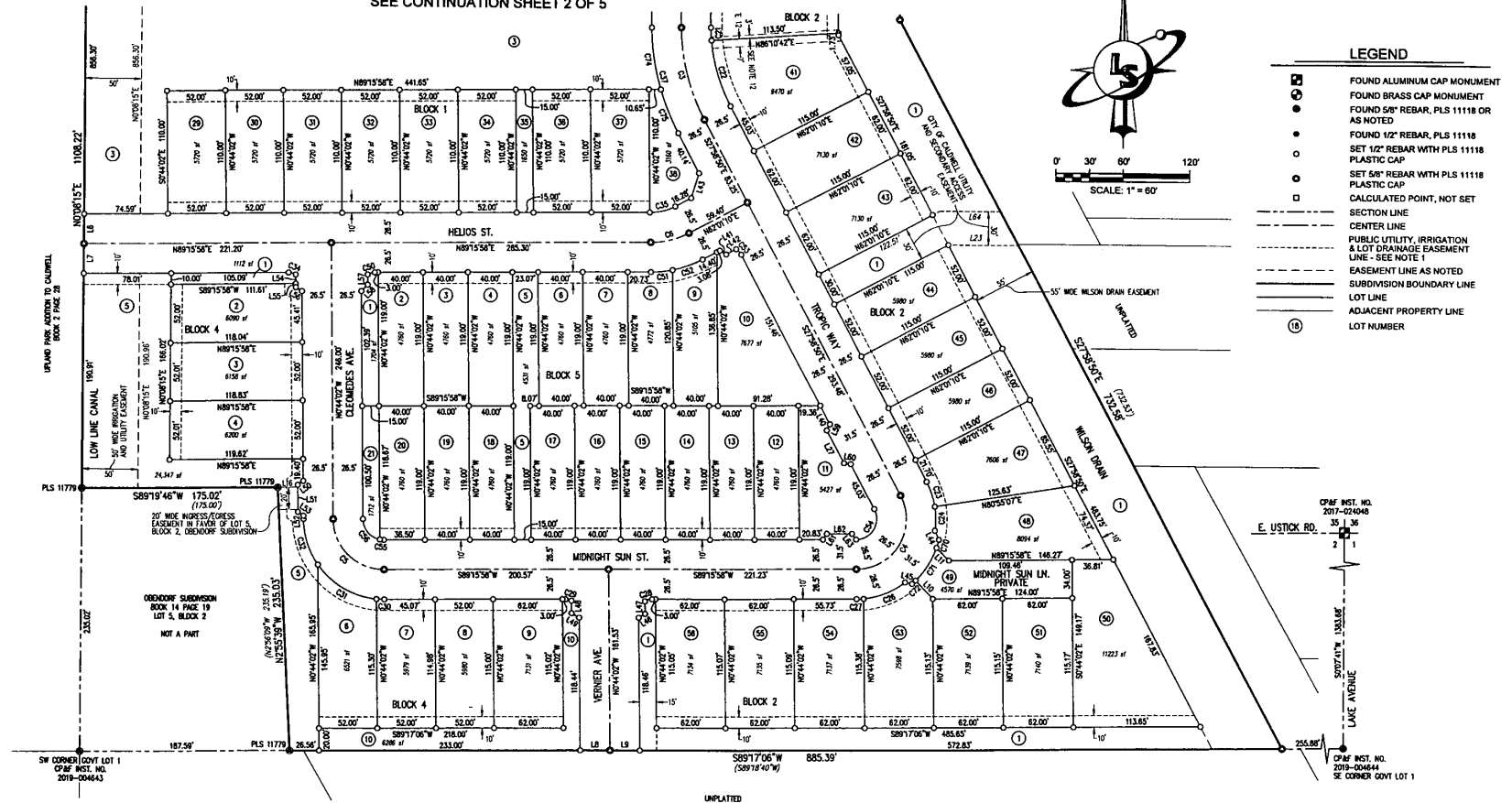
CLINTON W. HANSEN  
PLS 11118



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MERIDIAN, ID 83642  
(208) 288-2040 fax (208) 288-2557  
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**SOLSTICE SUBDIVISION**  
A RESUBDIVISION OF A PORTION OF OBENDORF SUBDIVISION  
LOCATED IN GOVERNMENT LOT 1 IN THE NE 1/4 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, B.M.  
CANYON COUNTY, IDAHO  
2025

SEE CONTINUATION SHEET 2 OF 5



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SEE SHEET 1 OF 5 FOR NOTES AND CURVE & LINE DATA

CLINTON W. HANSEN  
PLS 11118



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# SOLSTICE SUBDIVISION

BOOK 59, PAGE 34

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF SOLSTICE SUBDIVISION:

A PORTION OF OBENDORF SUBDIVISION, AS SHOWN IN BOOK 14 OF PLATS ON PAGE 19, RECORDS OF CANYON COUNTY, IDAHO; BEING ALL OF BLOCKS 1, 3, 4, 5, 6 AND 7 AND LOTS 1, 2, 3 AND 4 OF BLOCK 2 OF SAID SUBDIVISION, LOCATED IN GOVERNMENT LOT 1 IN THE NE 1/4 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 2, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID NE 1/4 BEARS S 89°15'58" W A DISTANCE OF 2857.30 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID NE 1/4 S 89°15'58" W A DISTANCE OF 618.79 FEET TO THE NORTHEASTERLY CORNER OF SAID OBENDORF SUBDIVISION;

THENCE ALONG THE BOUNDARY OF SAID OBENDORF SUBDIVISION THE FOLLOWING DESCRIBED COURSES AND DISTANCES:

THENCE S 1°15'30" E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF E. USTICK ROAD, THE POINT OF BEGINNING;

THENCE CONTINUING S 1°15'30" E A DISTANCE OF 692.17 (FORMERLY 693.37) FEET TO A POINT;

THENCE S 27°58'50" E A DISTANCE OF 732.58 (FORMERLY 732.53) FEET TO THE SOUTHEASTERLY CORNER OF SAID OBENDORF SUBDIVISION, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID GOVERNMENT LOT 1;

THENCE ALONG SAID BOUNDARY S 89°17'05" W (FORMERLY S 89°18'40" W) A DISTANCE OF 885.39 FEET TO THE SOUTHEASTERLY CORNER OF LOT 5, BLOCK 2 OF SAID OBENDORF SUBDIVISION;

THENCE LEAVING SAID SUBDIVISION BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 5 N 2°56'39" W A DISTANCE OF 235.03 FEET (FORMERLY N 2°56'08" W, 235.19 FEET) TO THE NORTHEASTERLY CORNER OF SAID LOT 5;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 S 89°19'48" W A DISTANCE OF 175.02 (FORMERLY 175.00) FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5, SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID OBENDORF SUBDIVISION AND OF SAID GOVERNMENT LOT 1, AND ON THE EASTERLY BOUNDARY OF UPLAND PARK ADDITION TO CALDWELL, AS SHOWN IN BOOK 2 OF PLATS ON PAGE 28, RECORDS OF CANYON COUNTY, IDAHO;

THENCE ALONG SAID BOUNDARY N 0°08'15" E A DISTANCE OF 1108.22 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF E. USTICK ROAD;

THENCE ALONG SAID RIGHT-OF-WAY N 89°15'58" E A DISTANCE OF 710.82 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 23.81 ACRES MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF CALDWELL. THE CITY OF CALDWELL HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE OWNERS HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 25th DAY OF July, 2025

3300 USTICK LLC, AN IDAHO LIMITED LIABILITY COMPANY

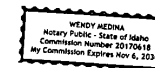
*Lee Gientke*  
BY LEE GIENTKE, MANAGER, PONTIFEX CAPITAL LLC, THE MANAGER OF 3300 USTICK LLC

## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF Ada } S.S.

ON THIS 23 DAY OF July, 2025 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED LEE GIENTKE, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF PONTIFEX CAPITAL LLC, AN IDAHO LIMITED LIABILITY COMPANY WHO IS THE MANAGER OF 3300 USTICK LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME.

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



MY COMMISSION EXPIRES Nov 6, 2030

RESIDING AT Boise Idaho

NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

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

CLINTON W. HANSEN  
PLS 11118



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## SOLSTICE SUBDIVISION

BOOK 59, PAGE 34

### HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QPE) REPRESENTING THE CITY OF CALDWELL AND THE QPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

Anthony Lee 05/27/2025  
DISTRICT HEALTH DEPARTMENT, REHS DATE

### APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 19 DAY OF August, 2024, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Debbi Meyer 8/26/2025  
CITY CLERK

### APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.



Hallie S. Hart August 26, 2025  
CITY ENGINEER - CALDWELL, IDAHO

### CERTIFICATE OF THE COUNTY SURVEYOR

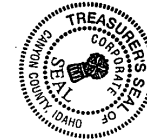
I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

David Kinzer 7/24/25  
CANYON COUNTY SURVEYOR UNDER I.C. 50-1305  
LAND 7E KINZER PERMITS 2059

### CERTIFICATE OF THE COUNTY TREASURER

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

DATE: 9/2/2025 Jennifer Watters  
COUNTY TREASURER by JWO



CLINTON W. HANSEN  
PLS 11118



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ACCOMMODATION  
RECORDING

---

**DECLARATION OF**

|                                |         |
|--------------------------------|---------|
| <b>2025-035044</b>             |         |
| RECORDED                       |         |
| <b>09/30/2025 12:54 PM</b>     |         |
| RICK HOGABOAM                  |         |
| CANYON COUNTY RECORDER         |         |
| Pgs=26 JWINSLOW                | \$85.00 |
| TYPE: CCR                      |         |
| TITLEONE BOISE                 |         |
| <i>ELECTRONICALLY RECORDED</i> |         |

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**SOLSTICE SUBDIVISION HOMEOWNER'S ASSOCIATION, INC**

**EFFECTIVE: September 30, 2025**

---

THIS DECLARATION is made effective as of September 30, 2025, by 3300 Ustick, LLC an Idaho limited liability company ("Declarant" or "Owner" or "Grantor").

## **ARTICLE 1: RECITALS**

**1.1** Declarant is the owner of all of the real property located in the City of Caldwell, County of Canyon, State of Idaho, described in the attached Exhibit "A" (the Property).

**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 (defined below) 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;

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

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

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to modify this Declaration and complete development of the Property.

## **ARTICLE III: GENERAL AND SPECIFIC RESTRICTIONS**

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

**3.1.1 Use and Size of Dwelling Structure.** Except for Lot 2 Block 1, all Building Lots shall be used exclusively for single-family residential purposes unless a written waiver is obtained by Grantor which may be granted or withheld in the sole and absolute discretion. No Building Lot shall be improved except with a single-family dwelling unit or structure without the written consent of Grantor which may be granted or withheld in the sole and absolute discretion. Notwithstanding the foregoing, to the extent applicable law requires a more expansive use, such use shall be permitted to the extent required by applicable law.

**3.1.2 Approved Roofing Materials.** All material for roofs shall be approved by the Architectural Committee (defined below).

**3.1.2 Architectural Committee Review.** No improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement (“Improvements”) shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. Notwithstanding the foregoing, Grantor may construct such Improvements on Building Lots owned by Grantor without the need to obtain Architectural Committee approval and without complying with any rules or regulations promulgated by the Architectural Committee. 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, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. The requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements.

**3.1.3 Setbacks and Height.** No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Property in which the Building Lot is located, or by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or applicable Architectural Committee, whichever is more restrictive.

**3.1.4 Accessory Structures.** Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot and shall be subject to the approval of the Architectural Committee.

**3.1.5 Driveways.** All access driveways shall have a wearing surface approved by the Architectural Committee of concrete or other hard surface materials, shall be properly graded to assure proper drainage and there shall be no interference or other restriction of the free right of passage of the Owners, their agents, servants, tenants, guests, and employees over driveways or passages leading to garages.

**3.1.6 Mailboxes.** Mail service for all Lots is provided by a centralized cluster mailbox unit, the location of which has been designated by the Grantor or the Architectural Committee. All residents are required to use the mailbox assigned to their Lot within this unit for mail delivery. No individual mailboxes or mailbox stands shall be permitted on any Lot.

**3.1.7 Fencing.** Fence designs shall not extend into any Common Areas within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of Caldwell City ordinance.

**3.1.8 Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious

with building design and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

**3.2 Antennas, Satellite Dishes and Solar Collectors.** No owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot without the Prior written consent of the Architectural Committee. Placement shall be restricted to building surfaces not considered Part of the front plane of the residence. No installations shall be lower than the first level ceiling height. The preferred location shall be the barge rafter or gabled ends of any unit. Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot so long as they are not visible from the street and are screened from all neighboring Homes. Approved installation locations shall in no way violate current FCC rules or regulations concerning said installation locations. The authority of the Committee in this matter shall be subject to any regulations or laws issued by any applicable governmental authority.

**3.3 No Further Subdivision.** No Building Lot may be further subdivided, nor may any easement or other interest therein, except Grantor shall be permitted to further subdivide and grant such easements over its owned Building Lots as it elects to in its sole and absolute discretion..

**3.4 Signs.** No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association OR the Grantor in the its sole and absolute discretion, and City of Caldwell if otherwise so required, except: (A) standard size real estate for sale signs placed by an Owner on a Building Lot; (B) temporary signs naming the contractors.

**3.4.1 Political Signs.** To maintain the neutral and aesthetic character of the community, the display of political signs, banners, placards, or any other item advocating for or against a political candidate, party, or ballot measure is prohibited. This prohibition is in effect at all times, excepting the sixty (60) day period immediately preceding any local, state, or federal election. The Association reserves the right to remove any items displayed in violation of this section at the Owner's expense. Without limiting the foregoing, no signs shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

**3.5 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. No noise or other nuisance, as described in the Caldwell City Code, as amended from time to time, 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.

**3.6 Exterior Maintenance: Owners 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 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 damages property of facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, or such longer period required by applicable law, shall have the right to correct such condition subject to applicable law, and to enter upon such Owners Building Lot

for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending property shall be personally liable, and such Owners' property may be subject to a 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 of the Association, be added to the amounts payable by such Owner as Regular Assessments.

**3.7 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 of the Association and all governmental authorities having jurisdiction.

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

**3.9 Unsightly Articles.** No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat 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.

**3.10 No Temporary Structures.** No house trailer, mobile home, tent 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 or temporary sales facilities utilized by Grantor.

**3.11 No 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 by a structure concealing them from view in a manner approved by the Architectural Committee.

**3.12 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 Caldwell City Sewer System and pay all charges assessed therefore.

**3.12.1 Consent to Inspection.** Each property owner shall submit to inspection of their sewer systems by either the Public Works Department or the Building Department whenever a subdivided lot is to be connected to the City's sewage system and a building is constructed or installed on or within the owner's property.

**3.12.2 Consent to Collections Actions.** Each property owner hereby does vest in Caldwell City the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for

the collection of any charges related to sewer and refuse herein required and to enforce the conditions herein stated. This covenant shall run with the land.

**3.12.3 Consent to Annexation.** The recording of this plat by developer and/or owner shall be deemed and construed as a request for annexation of its property to the corporate limits of Caldwell City. Such request and consent shall be binding on all subsequent purchasers or owners of developer's property.

**3.13 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.

**3.14 Animals/Pets.** No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property, except for dogs and cats, no more than 3 per Lot. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Solstice Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Notwithstanding the foregoing, nothing herein shall prevent the possession by an Owner, Occupant, Licensee, Tenant, or Invitee of a dog which has been trained and is used for the purpose of a seeing eye, guide dog for the blind or other qualified service dog.

**3.15 Landscaping.** The Owner of any Building Lot shall maintain the sod and landscape of such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee.

**3.16 Exemption of Grantor.** Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Grantor may construct such Improvements on Building Lots owned by Grantor without the need to obtain Architectural Committee approval and without complying with any rules or regulations promulgated by the Architectural Committee. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantors interest in any portion of the Property, by an express written assignment recorded in the Office of the Canyon County Recorder.

**3.17 Conveyances to and from Municipalities.** The Grantor shall have the power to convey any portion of the Common Area in Solstice Subdivision to the City of Caldwell, the County of Canyon, Canyon County Highway District, the State of Idaho, the United States of America, or any political subdivision thereof.

#### **ARTICLE IV: SOLSTICE Homeowners' Association, Inc.**

**4.1 Organization of Solstice Homeowners' Association, Inc.** Solstice Homeowners' Association, Inc. (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 Property.

**4.2 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 and then only to the transferee of such title.

**4.3 Voting.** Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. Each Member may cast one vote on any issue for each Building Lot the Member owns. However, so long as Grantor owns a Building Lot, the Grantor may cast ten votes on any issue for each Building Lot the Grantor owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes solely attributable to the Building Lot. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

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

**4.5 Power and Duties of the Association.**

**4.5.1 Powers.** The Association shall have all the powers of a corporation organized under the general non-profit corporation laws of the state of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, 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 Declarations other assets (including water rights, if any, when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

**4.5.1.1 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.

**4.5.1.2 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. The Board shall also have the power, obligation and duty to enforce the provisions of the Association Rules. In the event of a breach of any of the restrictions contained in this Declaration or of any Association Rules by a Building Lot Owner, his or her family, guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Building Lot Owners may enforce the obligations of each Owner to obey such Association Rules or restrictions in any manner provided by law or in equity, including but not limited to, appropriate legal action, suspension of the Owner's voting rights; provided, however, such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided, for an infraction of such rules. In addition to the other remedies herein set forth, the Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in an amount not to exceed One Thousand and no/100 Dollars (\$1,000.00) for each violation and the payment of such fine may be enforced in the same manner as set forth hereof. Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or restrictions contained in this Declaration, the Board shall send written notice to the Building Lot Owner specifying the nature of the infraction and provide an opportunity to the Building Lot Owner to a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final.

**4.5.1.3 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.

**4.5.1.4 Association Rules.** The power to adopt, amend, and repeal by majority vote of the Board of the Association such rules and regulations as the Association deems reasonable, including any rules or regulations related in any way to the Architectural Committee. The Association may govern the use of the Common Areas, 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.

**4.5.2 Duties.** In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

**4.5.2.1 Operation and Maintenance of the Common Area.** Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Areas, if any. Additionally,

the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision.

**4.5.2.2 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.

**4.5.2.3 Taxes and Assessments.** Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association, and/or any other property owned by the Association. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, it may be required to pay by law.

**4.5.2.4 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 of the Association deems necessary or advisable, including, without limitation, the following policies of insurance:

**4.5.2.5 Rule Making.** Make, establish, promulgate, amend, and repeal such Association Rules as the Board of the Association shall deem advisable and to levy fines for the violation thereof.

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

**4.5.2.7 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 Canyon County Recorder, assessing fines, all as more fully provided herein.

**4.5.2.8 Street Lights.** Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the street lights within the subdivision.

**4.5.2.9 Irrigation.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of, the gravity irrigation systems within the subdivision.

**4.6 Personal Liability.** No Member of the Board, or any officer of the Association, or the Grantor, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, 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.

**4.7 Budgets and Financial Statements.** Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association, including pro forma operating statement or budget, for each fiscal year shall be distributed not less than thirty (30) 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.

**4.8 Meetings of Association.** Each year the Association shall hold at least one (1) meeting of the Members. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days, nor more than thirty (30) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. Owners holding at least thirty percent (30%) of the total votes, shall constitute a quorum.

## **ARTICLE V: TOWNHOME SUB-ASSOCIATION**

**5.1 Establishment of Sub-Association.** Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 of Block 2 on the recorded Plat Map (hereinafter the "Townhome Lots") are hereby additionally subject to the governance of the Solstice Townhome Sub-Association, Inc., a Sub-Association to the Solstice Subdivision Homeowner's Association. The Sub-Association shall be incorporated as a non-profit corporation under the laws of the State of Idaho and shall be responsible for the duties and vested with the powers described herein.

**5.2 Membership and Voting.** Every Owner of a Lot within the Townhome Lots shall be a mandatory member of the Sub-Association and shall be subject to its governing documents. Membership shall be appurtenant to and may not be separated from the ownership of any Townhome Lot. Each Townhome Lot shall be entitled to one (1) vote in the Sub-Association.

**5.3 Purpose and Responsibilities of the Sub-Association.** The Sub-Association is established for the purpose of owning, managing, maintaining, repairing, and replacing the "Townhome Shared Structures." The Townhome Shared Structures shall include, but are not limited to:

- (a) The roofs and roof structures of all townhome buildings.
- (b) The exterior building surfaces, including paint, siding, trim, and masonry.
- (c) Gutters and downspouts attached to the townhome buildings.
- (d) Foundations and other structural components of the townhome buildings.
- (e) Any private driveways, walkways, or landscaping exclusively serving the Townhome Tract.
- (f) Obtaining and maintaining a master hazard and liability insurance policy covering the Townhome Shared Structures as required by its governing documents.

**5.4 Governance.** The Sub-Association shall be governed by its own Articles of Incorporation, Bylaws, Board of Directors and Rules and Regulations, provided that such documents shall not be in conflict with the Declaration and governing documents of the Master Association. In the event of a conflict, the documents of the Master Association shall control.

### **5.5 Sub-Association Assessments.**

(a) **Authority to Levy:** The Sub-Association shall have the right and obligation to levy "Townhome Assessments" against the Owners of Lots within the Townhome Tract. These assessments shall be used exclusively for the purposes of the Sub-Association, including the maintenance of the Townhome Shared Structures and the establishment of adequate reserve funds.

(b) **Separate Obligation:** Townhome Assessments shall be in addition to, and not in lieu of, any assessments levied by the Master Association. Each Owner of a Townhome Lot is obligated to pay both Master Association assessments and Sub-Association assessments.

(c) **Lien Rights:** The Sub-Association shall have the same rights to collect its assessments as the Master Association, including the right to charge late fees, interest, and to place a lien upon the property of a delinquent Owner. A lien for non-payment of Sub-Association assessments shall be separate from any lien for non-payment of Master Association assessments. The foreclosure of a lien by either the Master Association or the Sub-Association shall not extinguish the other's lien.

**5.6 Relationship to Master Association.** The Townhome Tract remains fully subject to this Declaration and the authority of the Master Association. The Master Association shall remain solely responsible for the maintenance, repair, and replacement of all Community Common Areas as defined in this Declaration. The Sub-Association is responsible only for those items explicitly defined as Townhome Shared Structures.

## **ARTICLE VI: RIGHTS TO COMMON AREAS**

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

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

**6.3 Delegation of Right to Use.** Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owners family in residence, and such Owners tenants or contract purchasers who reside on such Owners Building lot.

**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 Owners 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.

**6.5 Common Driveway Lots.** In accordance with the recorded Plat for Solstice Subdivision, certain lots are designated as Common Driveway Lots for the benefit of adjacent Lot Owners. Specifically:

- (a) **Lot 7, Block 1** is a Common Driveway Lot for the benefit of adjacent Lots 5, 6, 27, and 28, Block 1.
- (b) **Lots 12 and 49, Block 2** are Common Driveway Lots for the benefit of adjacent Lots 13, 14, 15, 16, 50, 51, and 52, Block 2.

The maintenance, repair, and replacement of the driveway improvements on these lots, including any necessary snow removal, shall be the shared responsibility of the respective benefiting Lot Owners, and the costs associated therewith shall be shared equally among them. In the event the benefiting Owners fail to maintain a Common Driveway Lot in good condition, the Association shall have the right, but not the

obligation, to perform the required maintenance and levy a Limited Assessment against all benefiting Lot Owners to recover the costs incurred.

## **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, pursuant to the provisions of this Declaration.

**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 of the Association.

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

**7.2.2 Computation of Regular Assessments.** The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Solstice Subdivision for the purposes of the Association's Regular Assessment (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year. The Grantor shall not be obligated to pay any assessment of any nature while the Grantor owns a Building Lot or lot.

**7.3 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments, the Board of the Association may levy a Limited Assessment against a Member as a fine or as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Members Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for Solstice Subdivision.

**7.4 Notice and Assessment Due Date.** Ten (10) days prior written notice of Regular 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 installment payment of Regular Assessments shall be the first day of each month unless some other due date is established by the Board of the Association. Each monthly installment of the Regular Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment 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 an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owners Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees.

## **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 of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees in addition to any other relief or remedy obtained against such Owner. The Board of the Association or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board of the Association may exercise the power of foreclosure and sale 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.

### **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 Canyon County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

**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 Canyon County Recorder a claim of lien, subject to any requirements of applicable law. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner

thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges.

**8.3 Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board of the Association 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 the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Canyon 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.

## **ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS**

**9.1 Members' Right of Inspection.** The membership register, books of account and minutes of meetings of the Board of the Association and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Members duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Members interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association or for reasons unrelated to the affairs of the Association.

**9.2 Statement of Assessment Account.** Upon the written request of an Owner, or their mortgagee, beneficiary, or authorized agent, the Association shall provide a written statement detailing the status of the Owner's assessment account. In accordance with Idaho law, the Association shall furnish such statement within five (5) business days of receiving the written request. The statement shall include, at a minimum, the amount of any unpaid assessments, late fees, fines, interest, and any credits on the account. The Board of Directors may establish a reasonable fee for the preparation of this statement.

## **ARTICLE X: ARCHITECTURAL COMMITTEE**

**10.1 Creation.** Within ten (10) 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 the Solstice Subdivision Architectural Committee (“Architectural Committee”). Each member shall hold office until such time as such member has resigned or has been removed, or such member’s successor has been appointed, as provided herein. The initial members of the Architectural Committee are the Grantors.

**10.2 Grantor’s Right of Appointment.** At any time, and from time to time, for so long as Grantor owns any Building Lots, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board of the Association, as the case may be, may appoint an acting 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 of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board of the Association shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Architectural Committee acting on behalf of the Association shall have the right to approve all builders who may be retained for the purpose of constructing any residence or other improvement constituting the Property as reflected in the Plat.

**10.3.1 Conditions on Approval.** The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an 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 plans submitted for approval. 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.

**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 thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

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

**10.6 Compensation of Members.** The members of the Architectural Committee shall receive no compensation for services rendered.

**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 Article , 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 approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner 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 of the Association in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board of the Association 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 of the Association ruling unless the Board of the Association specifies a longer time as reasonable.

**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 its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committees duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

## **ARTICLE XI: MISCELLANEOUS**

### **11.1 Amendment.**

**11.1.1 By Grantor.** Except as provided in paragraph 10.2 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, amendment) or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular piece of property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such property.

**11.1.2 By Owners.** Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article, any amendment shall 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 by the vote or written consent of Owners representing more than fifty percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Article shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

**11.1.3 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 Owners property which existed prior to the said amendment.

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

**11.3 Notices.** Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, via mail or email.

**11.4 Enforcement and Non-Waiver.**

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

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

**11.4.3 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.

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

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

**11.5 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.

**11.6 Successors and Assigns.** 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.

**11.7 No Rights Given to the Public.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

**11.8 Disclaimers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners into owning Building Lots in the Property except as set forth in this Declaration or any other written valid and binding agreement between the Declarant and the Owners, that this Declaration or any other written valid and binding agreement between the Declarant and the Owners sets forth in full the entire agreement between the parties and governing the Property, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promise that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Declarant and the Owners. No person, agent or employee of Declarant has any authority to modify the terms of this Section, and no person on Declarant's behalf is authorized to make any future verbal agreement upon which any Owner may rely to cancel, change or modify any portion of this Declaration. This Declaration or any other written valid and binding agreement between the Declarant and the Owners supersedes any and all prior understandings and agreements. This Declaration or any other written valid and binding agreement between the Declarant and the Owners may be amended or modified only by the terms included herein.

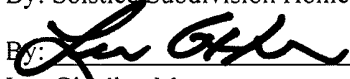
**11.9 No Warranty.** Declarant makes warranties whatsoever and all such warranties express and implied are hereby disclaimed and there are no WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE related to the sale of Building Lots.

## SIGNATURE PAGE FOLLOWS ##

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

SOLSTICE SUBDIVISION HOMEOWNER'S ASSOCIATION, LLC, an Idaho limited liability company

By: Solstice Subdivision Homeowner's Association Inc

By:   
Lee Gientke, Manager

STATE OF IDAHO ) ) ss.  
County of Ada )

On this 30 day of September, in the year 2025, before me, the undersigned Notary Public in and for said State, personally appeared LEE GIENTKE, known or identified to me to be the Managing Member of the Declarant, 3300 Ustick, LLC, an Idaho limited liability company, the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.

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



Notary Public for Idaho

Residence: Boise Idaho

My Commission Expires: \_\_\_\_\_



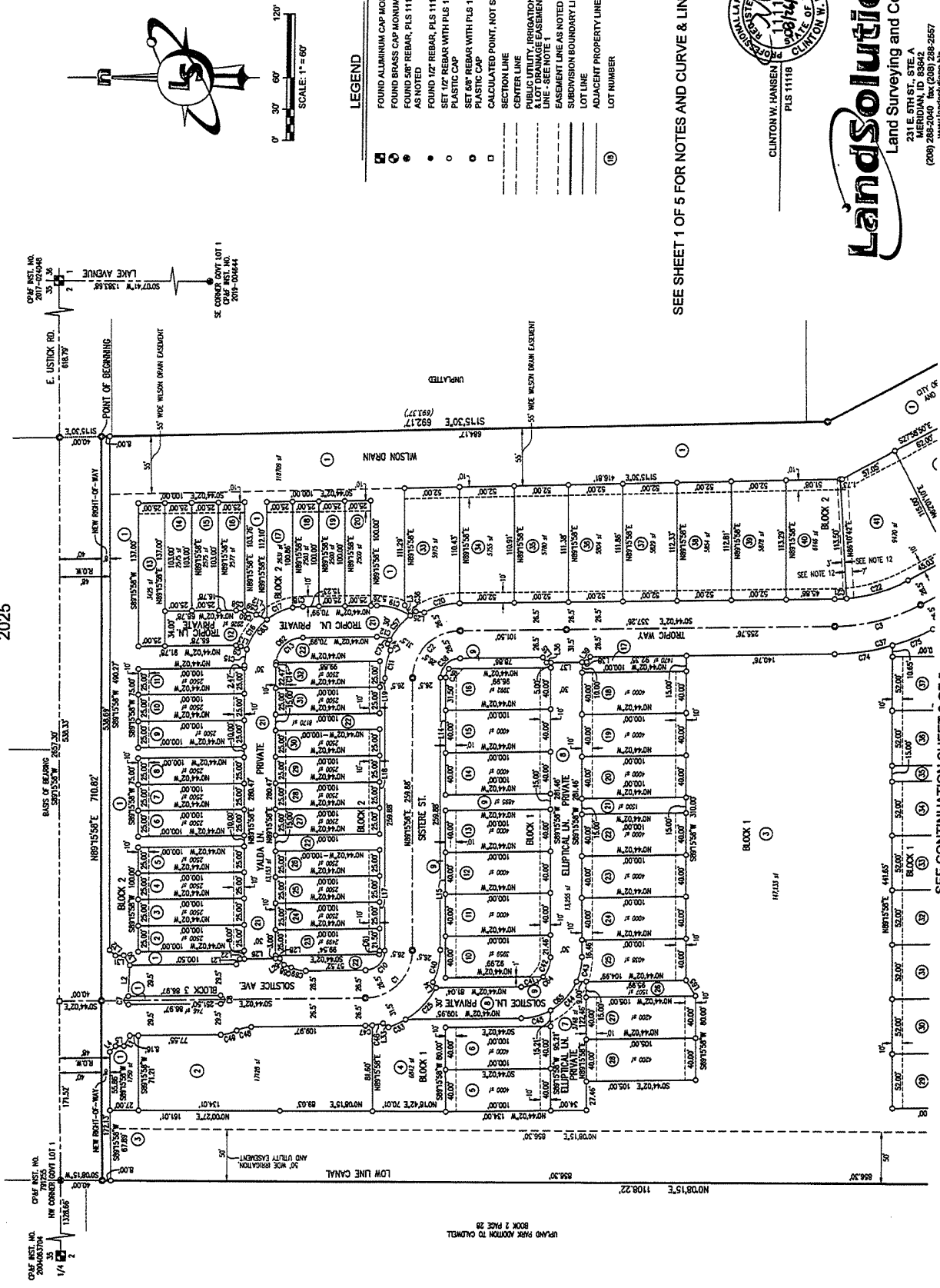
**Exhibit "A"**

recorded plat on following pages



# SOLSTICE SUBDIVISION

A RESUBDIVISION OF A PORTION OF OBENDORF SUBDIVISION  
 LOCATED IN GOVERNMENT LOT 1 IN THE NE 1/4 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, B.M.  
 CANYON COUNTY, IDAHO 2025



## LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR, PLS 11118 OR AS NOTED
- FOUND 1/2" REBAR, PLS 11118
- SET 1/2" REBAR WITH PLS 11118
- PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118
- PLASTIC CAP
- CALCULATED POINT, NOT SET
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY, IRRIGATION
- EASEMENT LINE AS NOTED
- ADJACENT PROPERTY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- LOT NUMBER

SEE SHEET 1 OF 5 FOR NOTES AND CURVE & LINE DATA



CLINTON W. HANSEN  
 PLS 11118

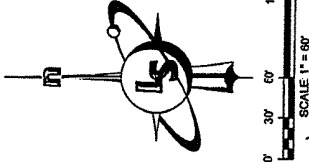
**LandSolutions**  
 Land Surveying and Consulting  
 231 E. 5TH ST., STE. A  
 MERIDIAN, ID 83842  
 (208) 288-2040 fax (208) 288-2557  
 www.landsolutions.id

SEE CONTINUATION SHEET 3 OF 5

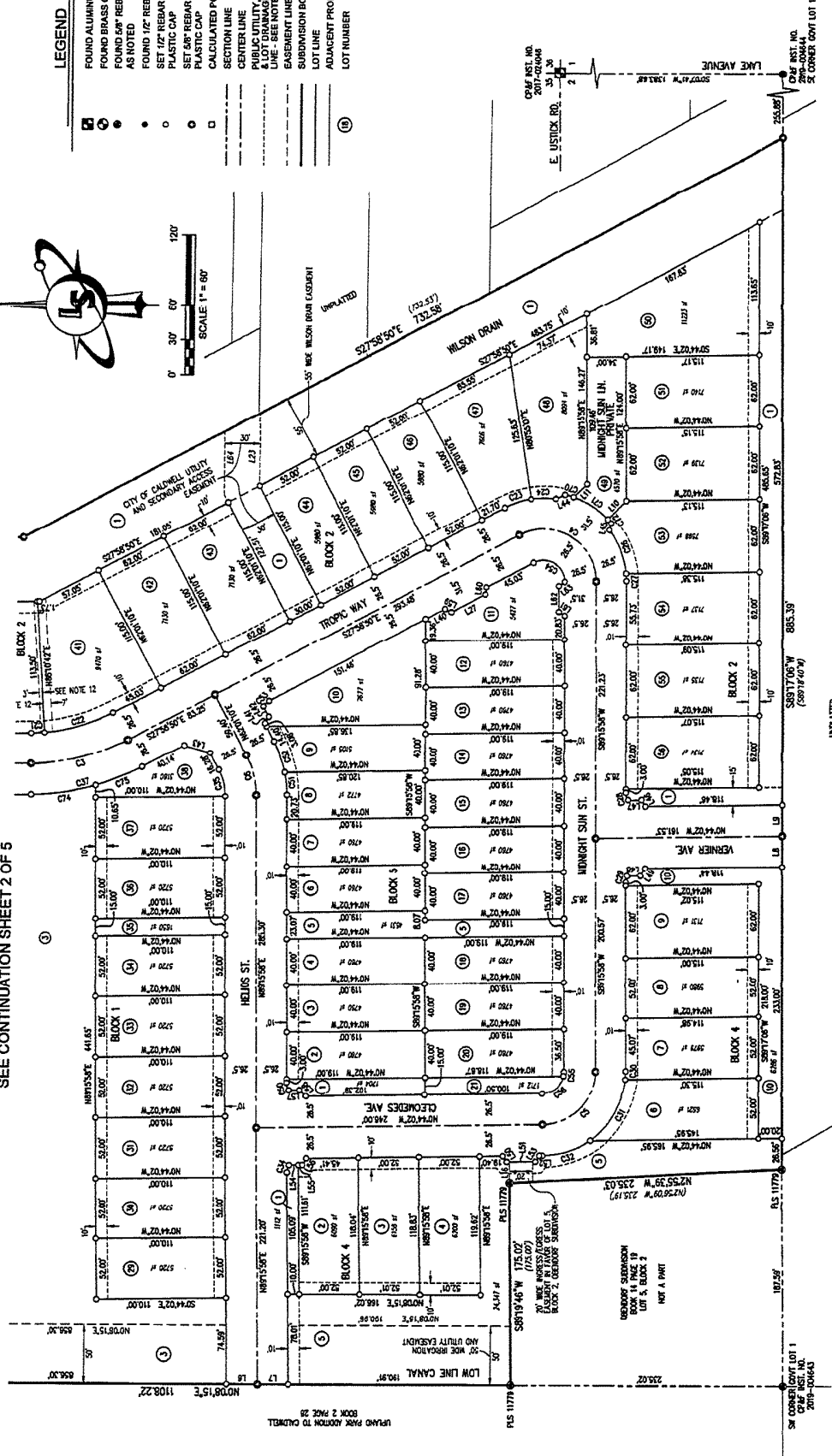
# SOLSTICE SUBDIVISION

A RESUBDIVISION OF A PORTION OF OBENDORF SUBDIVISION  
 LOCATED IN GOVERNMENT LOT 1 IN THE NE 1/4 OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, B.M.  
 CANYON COUNTY, IDAHO  
 2025

SEE CONTINUATION SHEET 2 OF 5



- LEGEND**
- FOUND ALUMINUM CAP MONUMENT
  - FOUND BRASS CAP MONUMENT
  - FOUND 6\"/>



CLINTON W. HANSEN  
 PLS 11118

**LandSolutions**  
 Land Surveying and Consulting  
 231 E. 6TH ST., STE. A  
 MERIDIAN, ID 83642  
 (208) 288-2040 fax (208) 288-2557  
 www.landsolutions.id

SEE SHEET 1 OF 5 FOR NOTES AND CURVE & LINE DATA

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF SOLSTICE SUBDIVISION:

A PORTION OF OBENDORF SUBDIVISION, AS SHOWN IN BOOK 14 OF PLATS ON PAGE 18, RECORDS OF CANYON COUNTY, IDAHO, BEING ALL OF BLOCKS 1, 3, 4, 5, 6, AND 7, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 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990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 2, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID NE 1/4 BEARS S 89°15'58" W A DISTANCE OF 2897.30 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID NE 1/4 S 89°15'58" W A DISTANCE OF 618.79 FEET TO THE NORTHEASTERLY CORNER OF SAID OBENDORF SUBDIVISION;

THENCE ALONG THE BOUNDARY OF SAID OBENDORF SUBDIVISION THE FOLLOWING DESCRIBED COURSES AND DISTANCES:

THENCE S 1°15'20" E A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF E. USTICK ROAD, THE POINT OF BEGINNING;

THENCE CONTINUING S 1°15'20" E A DISTANCE OF 682.17 (FORMERLY 683.37) FEET TO A POINT;

THENCE S 27°58'50" E A DISTANCE OF 732.58 (FORMERLY 732.53) FEET TO THE SOUTHEASTERLY CORNER OF SAID OBENDORF SUBDIVISION, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID GOVERNMENT LOT 1;

THENCE ALONG SAID BOUNDARY S 89°17'08" W (FORMERLY S 89°18'40" W) A DISTANCE OF 885.39 FEET TO THE SOUTHEASTERLY CORNER OF LOT 5, BLOCK 2 OF SAID OBENDORF SUBDIVISION;

THENCE LEAVING SAID SUBDIVISION BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 5 N 2°56'38" W A DISTANCE OF 235.03 FEET (FORMERLY N 2°58'09" W, 235.19 FEET) TO THE NORTHEASTERLY CORNER OF SAID LOT 5;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 S 89°19'46" W A DISTANCE OF 175.02 (FORMERLY 175.00) FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 5, SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID OBENDORF SUBDIVISION AND OF SAID GOVERNMENT LOT 1, AND ON THE EASTERLY BOUNDARY OF SAID PARK ADDITION TO CALDWELL, AS SHOWN IN BOOK 2 OF PLATS ON PAGE 28, RECORDS OF CANYON COUNTY, IDAHO;

THENCE ALONG SAID BOUNDARY N 0°09'15" E A DISTANCE OF 1108.22 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF E. USTICK ROAD;

THENCE ALONG SAID RIGHT-OF-WAY N 89°15'58" E A DISTANCE OF 710.82 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 23.91 ACRES MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF CALDWELL. THE CITY OF CALDWELL HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE OWNERS HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 25<sup>th</sup> DAY OF July, 2025

3300 USTICK LLC, AN IDAHO LIMITED LIABILITY COMPANY

*Lee Gentile*

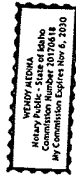
BY LEE GENTILE, MANAGER, PONTIFEX CAPITAL LLC, THE MANAGER OF 3300 USTICK LLC

## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF Ada } s.s.

ON THIS 23 DAY OF July, 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LEE GENTILE, KNOWN AND IDENTIFIED TO ME TO BE THE MANAGER OF PONTIFEX CAPITAL LLC, A LIMITED LIABILITY COMPANY WHO IS THE MANAGER OF 3300 USTICK LLC, AN IDAHO LIMITED LIABILITY COMPANY. THE PERSON APPEARING HAS PRODUCED A "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME.

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



MY COMMISSION EXPIRES Nov 4, 2030

RESIDING AT Boise Idaho

NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

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



CLINTON W. HANSEN  
PLS 11118  
CLINTON W.

**LandSolutions**  
Land Surveying and Consulting

231 E 6TH ST, STE. A  
BOISE, IDAHO, ID 83642  
(208) 288-2557  
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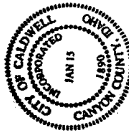
## HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (LPE) REPRESENTING THE CITY OF CALDWELL AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWERSEPTIC FACILITIES SHALL BE ALLOWED.

Anthony Doe 05/27/2025  
DISTRICT HEALTH DEPARTMENT/REHS DATE

## APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 19 DAY OF AUGUST, 2025, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Debbie Meyer 8/26/2025  
CITY CLERK

## APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.



August 26, 2025  
CITY ENGINEER - CALDWELL, IDAHO

## CERTIFICATE OF THE COUNTY SURVEYOR

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

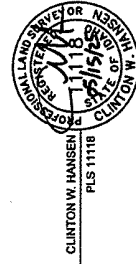
7/24/25  
CANYON COUNTY SURVEYOR UNDISE 12-10-1305  
LAND 72 KINZBER 72/125 2659

## CERTIFICATE OF THE COUNTY TREASURER

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

DATE: 9/12/2025

Jennifer Watters  
COUNTY TREASURER



CLINTON W. HANSEN  
PLS 11118

**LandSolutions**  
Land Surveying and Consulting

231 E. 4TH ST., STE. A  
MERIDIAN, ID. 83642  
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