

Final Plat for Southridge Subdivision Phase 1

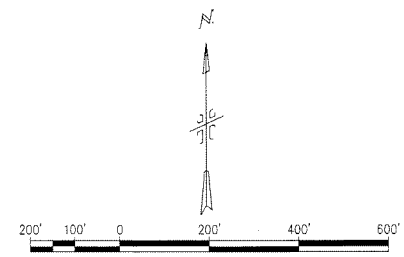
Situated in a portion of the NE 1/4 of Section 23,
Township 3 North, Range 1 West, B.M.
City of Meridian, Ada County, Idaho
2011



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FOUND ALUMINUM CAP
N 1/4 CORNER SECTION 23
C.P.&F. No. 110088910

FOUND BRASS CAP
NE CORNER SECTION 23
C.P.&F. No. 107153515



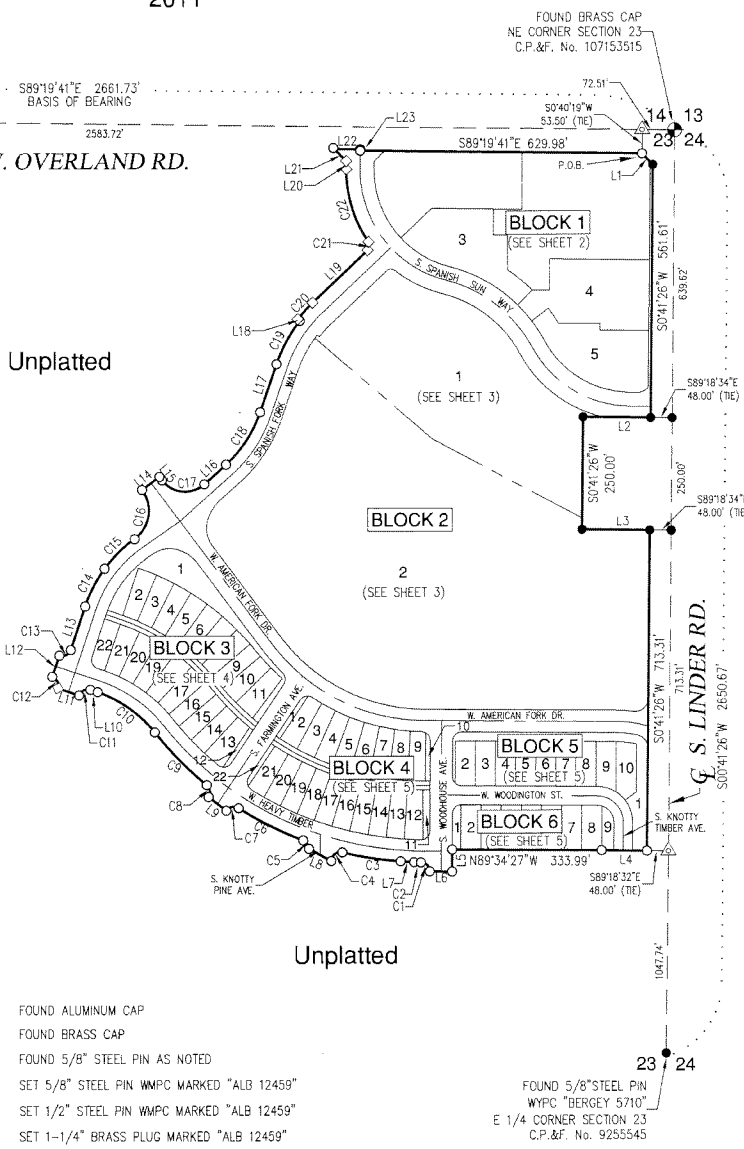
Notes

1. ALL LOTS ARE SUBJECT TO A PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT OVER THE TEN (10) FEET CONTIGUOUS TO AND PARALLEL WITH ROAD RIGHTS-OF-WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS FOR ACCESS TO EACH INDIVIDUAL LOT. ANY SPECIAL EASEMENTS ARE SHOWN ON THE PLAT.
2. EACH SIDE OF COMMON INTERIOR LOT LINES PER SUBJECT TO A FIVE (5) FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.
3. ALL LOTS ARE SUBJECT TO A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ADJACENT TO AND PARALLEL WITH HEAR YARD LOT LINES.
4. ALL LOTS ARE SUBJECT TO A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT ALONG ALL EXTERIOR BOUNDARIES OF THE SUBDIVISION WHERE NO EASEMENT EXISTS ON ADJOINING PROPERTY.
5. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
6. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
7. LANDSCAPE BUFFER CITY OF MERIDIAN CONDITIONS OF APPROVAL TO BE MAINTAINED BY SOUTHRIDGE OWNER'S ASSOCIATION.
8. NOT USED.
9. IRRIGATION WATER HAS BEEN PROVIDED FROM NAMPA MERIDIAN IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE, SECTION 31-3805(3) AS IT PERTAINS TO IRRIGATION WATER. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE DELEGATED FOR ASSESSMENTS FROM NAMPA MERIDIAN IRRIGATION DISTRICT.
10. LOT 1, BLOCK 3, LOT 1, 12 AND 22, BLOCK 3, LOTS 1, 10-11 AND 22, BLOCK 4, LOT 1, BLOCK 5, AND LOTS 1 AND 9, BLOCK 6 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SOUTHRIDGE HOMEOWNER'S ASSOCIATION, INC..
11. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "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 NONAGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
12. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT APPROVED FOR THIS SITE RECORDED AS INSTRUMENT NO. 107074205.
13. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
14. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
15. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE.
16. NOT USED.
17. DIRECT LOT OR PARCEL ACCESS TO W. OVERLAND RD., S. LINDER RD. AND S. SPANISH FORK WAY IS PROHIBITED.
18. PORTIONS OF LOT 1 BLOCK 2 AND LOT 2 BLOCK 2 SHOWN HERE ON ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED MAY 8, 2009 AS INSTRUMENT NO. 109053259, 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.
19. NOT USED.
20. NOT USED.
21. THIS SUBDIVISION IS SUBJECT TO AN ACHD LICENSE AGREEMENT PER INSTRUMENT No. 111066392, OFFICIAL RECORDS OF ADA COUNTY.
22. LOTS ARE SUBJECT TO ACHD SIDEWALK EASEMENTS AS SHOWN HEREON PER INSTRUMENT No. 111067210.

Legend

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" STEEL PIN AS NOTED
- SET 5/8" STEEL PIN W/PC MARKED "ALB 12459"
- SET 1/2" STEEL PIN W/PC MARKED "ALB 12459"
- SET 1-1/4" BRASS PLUG MARKED "ALB 12459"
- CALCULATED POINT, NOTHING FOUND OR SET
- WITH MAROON PLASTIC CAP
- WITH YELLOW PLASTIC CAP
- LOT NUMBER
- BLOCK NUMBER
- P.O.B.

14
BLOCK 1



Sheet Index

- SHEET 1 - OVERALL BOUNDARY & NOTES
- SHEET 2 - BLOCK 1
- SHEET 3 - BLOCK 2
- SHEET 4 - BLOCKS 3
- SHEET 5 - BLOCKS 4, 5, & 6
- SHEET 6 - CURVE & LINE TABLES
- SHEET 7 - CERTIFICATE OF OWNERS
- SHEET 8 - SIGNATURE SHEET



- Landscape Architecture
- Civil Engineering
- Site Planning
- Golf Course Irrigation & Engineering
- Graphic Communication
- Land Surveying

462 East Shore Drive,
Suite 100
Eagle, Idaho 83616
Phone (208) 539-4041
Fax (208) 939-4445
www.thelandgroupinc.com

Developer/Owner
Linder 109, LLC
(208) 955-6655
Meridian, Idaho 83646

- SUBDIVISION BOUNDARY LINE
- INTERIOR LOT LINE
- SECTION LINE
- ROAD CENTERLINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE

BK 104 Pg 14057



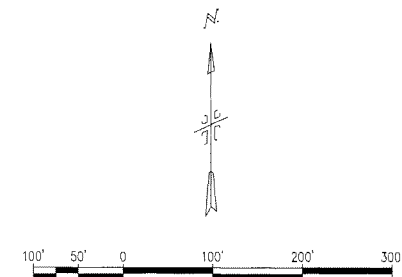
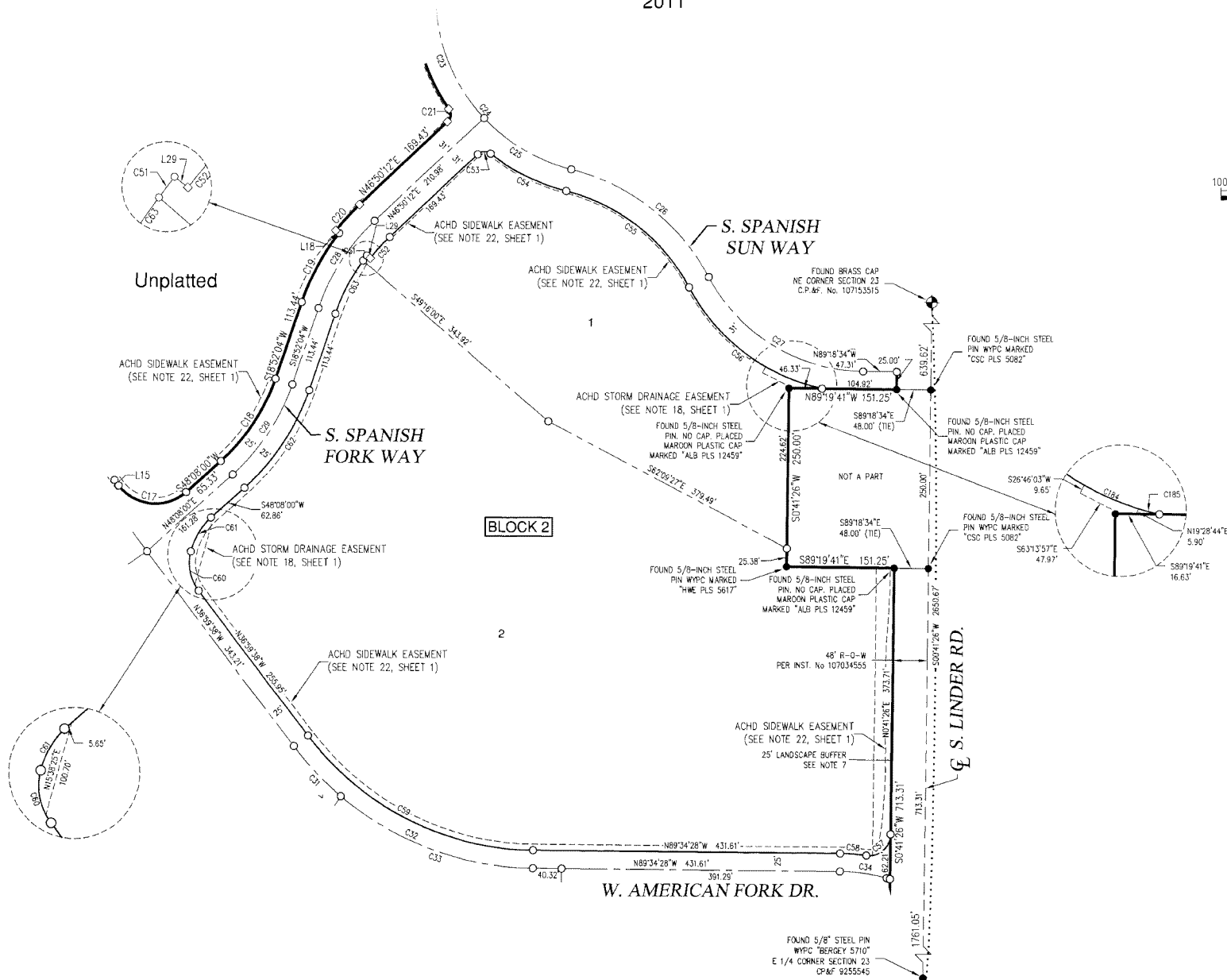
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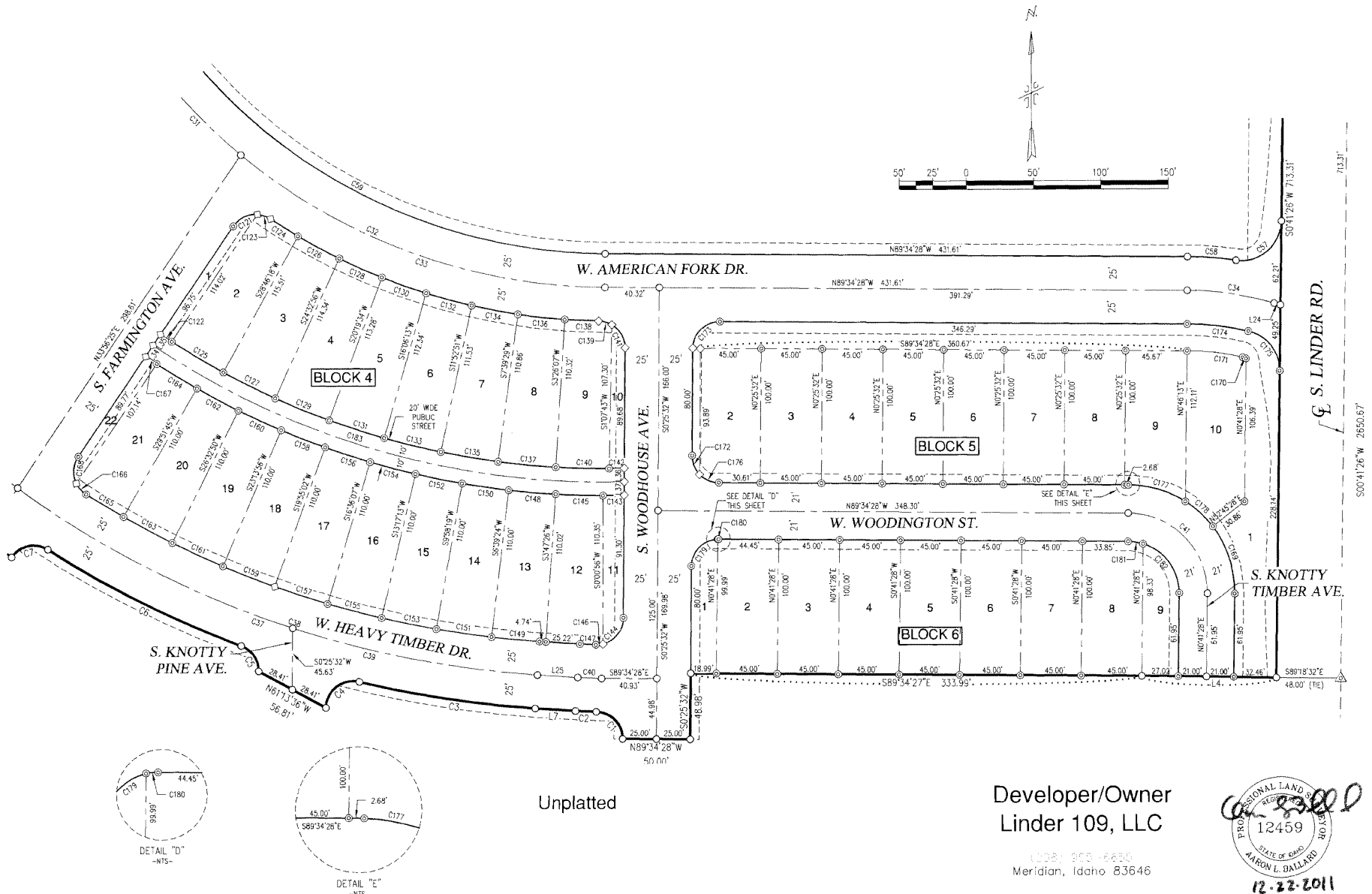


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Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	31.18'	20.00'	89°19'29"	28.12'	N44°41'37"W
C2	15.26'	325.00'	2°41'23"	15.26'	N87°33'16"W
C3	132.04'	765.00'	9°53'22"	131.88'	N81°15'53"W
C4	36.04'	20.00'	103°15'16"	31.36'	S52°03'10"W
C5	24.39'	20.00'	69°53'02"	22.91'	N34°30'59"W
C6	161.30'	765.00'	12°04'50"	161.00'	N63°25'04"W
C7	30.96'	20.00'	88°40'56"	27.96'	S78°16'53"W
C8	29.58'	20.00'	84°44'29"	26.96'	N8°25'50"W
C9	165.46'	765.00'	12°23'32"	165.14'	N44°36'18"W
C10	157.91'	275.00'	32°54'01"	155.75'	N54°51'32"W
C11	31.42'	20.00'	90°00'00"	28.28'	S63°41'27"W
C12	31.42'	20.00'	90°00'00"	28.28'	N26°18'33"W
C13	31.42'	20.00'	90°00'00"	28.28'	N63°41'27"E
C14	94.67'	300.00'	18°04'50"	94.28'	N27°43'52"E
C15	95.80'	310.47'	17°40'49"	95.42'	N45°18'15"E
C16	121.69'	76.49'	91°08'46"	109.26'	N8°34'31"E
C17	106.80'	64.50'	94°52'22"	95.01'	S84°25'49"E
C18	140.47'	275.00'	29°15'56"	138.94'	N33°30'02"E
C19	110.20'	325.00'	19°25'39"	109.67'	N28°34'53"E
C20	49.34'	331.00'	8°32'29"	49.30'	N42°33'57"E
C21	18.85'	14.00'	81°13'33"	18.23'	N67°13'26"E
C22	170.90'	281.00'	34°50'47"	168.28'	N16°57'57"W
C23	190.33'	250.00'	43°37'15"	185.77'	S21°21'11"E
C24	334.56'	250.00'	76°40'35"	310.15'	S37°52'51"E
C25	144.23'	250.00'	33°03'21"	142.24'	S58°41'28"E
C26	291.45'	300.00'	48°01'23"	244.15'	N52°12'27"W
C27	265.66'	250.00'	61°06'48"	254.20'	S58°45'07"E
C28	146.45'	300.00'	27°58'08"	145.00'	S32°51'08"W
C29	153.23'	300.00'	28°15'56"	151.57'	N33°30'02"E
C30	176.47'	275.00'	36°46'00"	173.45'	S37°04'27"W
C31	96.67'	425.00'	13°01'59"	96.47'	S43°30'37"E
C32	390.02'	425.00'	52°34'50"	376.48'	S63°17'03"E
C33	293.35'	425.00'	39°32'51"	287.56'	S69°48'04"W
C34	66.61'	250.00'	15°15'54"	66.41'	N81°56'31"W
C35	172.27'	300.00'	32°34'01"	169.91'	N54°51'32"W
C36	201.02'	740.00'	15°33'51"	200.40'	S46°11'27"E
C37	231.21'	740.00'	17°54'08"	230.27'	S62°55'26"E
C38	416.35'	740.00'	32°14'12"	410.88'	S70°05'28"E
C39	185.14'	740.00'	14°20'06"	184.66'	S79°02'32"E
C40	17.62'	321°53'	32°15'31"	17.62'	S87°53'31"E
C41	92.95'	59.00'	90°15'56"	83.63'	N44°26'30"W
C42	166.73'	219.00'	43°37'15"	162.73'	S21°21'11"E
C43	71.69'	377.50'	10°52'49"	71.58'	N50°56'40"W
C44	177.44'	331.00'	30°42'53"	175.32'	N60°51'42"W
C45	126.35'	219.00'	33°03'21"	124.60'	S59°41'28"E
C46	39.95'	377.50'	6°03'47"	39.93'	N34°16'33"W
C47	47.36'	331.00'	8°11'50"	47.32'	N41°24'21"E
C48	28.60'	30.00'	54°37'08"	27.53'	N63°22'52"E
C49	233.59'	219.00'	61°06'48"	222.68'	S58°45'07"E
C50	52.64'	331.00'	9°06'40"	52.58'	N32°45'06"W

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C51	8.99'	275.00'	1°52'25"	8.99'	S37°19'35"W
C52	40.25'	269.00'	8°34'25"	40.21'	S42°33'00"W
C53	19.85'	14.00'	81°13'33"	18.23'	S87°26'58"W
C54	119.09'	281.00'	24°16'53"	118.20'	S64°04'42"E
C55	225.47'	269.00'	48°01'23"	218.82'	N52°12'27"W
C56	241.71'	281.00'	49°17'01"	234.32'	S52°50'16"E
C57	51.01'	30.00'	97°24'49"	45.08'	N49°23'50"E
C58	36.85'	275.00'	7°40'43"	36.83'	N85°44'08"W
C59	367.08'	400.00'	52°34'50"	354.33'	S63°17'03"E
C60	57.86'	64.50'	53°23'56"	55.84'	S11°17'40"E
C61	55.63'	94.50'	33°43'56"	54.83'	S31°16'09"W
C62	166.00'	325.00'	29°15'56"	164.21'	N33°30'02"E
C63	84.10'	275.00'	17°31'19"	83.77'	S27°37'43"W
C64	8.36'	250.00'	154°59'	8.36'	S19°38'56"W
C65	255.53'	445.00'	32°54'01"	252.03'	N54°51'32"W
C66	131.29'	585.00'	12°38'32"	131.02'	S44°43'48"E
C67	170.45'	250.00'	39°03'46"	167.16'	S40°08'20"W
C68	50.86'	62.50'	46°37'16"	49.46'	S82°58'52"W
C69	37.57'	92.50'	23°16'18"	37.31'	N62°04'21"W
C70	13.14'	56.00'	13°26'34"	13.11'	N43°42'55"W
C71	63.36'	450.00'	8°04'03"	63.31'	S41°01'40"E
C72	27.58'	20.00'	79°00'06"	25.44'	N53°33'38"W
C73	16.02'	585.00'	1°34'10"	16.02'	S50°10'50"E
C74	325.64'	565.00'	33°01'22"	321.15'	N54°55'13"W
C75	43.47'	565.00'	4°24'30"	43.46'	N69°13'39"W
C76	34.04'	455.00'	4°17'09"	34.03'	N69°09'58"W
C77	43.47'	565.00'	4°24'30"	43.46'	N64°49'09"W
C78	35.01'	455.00'	4°24'30"	35.00'	N64°49'09"W
C79	43.47'	565.00'	4°24'30"	43.46'	N60°24'38"W
C80	35.01'	455.00'	4°24'30"	35.00'	N60°24'38"W
C81	43.47'	565.00'	4°24'30"	43.46'	N56°00'08"W
C82	35.01'	455.00'	4°24'30"	35.00'	N56°00'08"W
C83	43.47'	565.00'	4°24'30"	43.46'	N51°35'37"W
C84	35.01'	455.00'	4°24'30"	35.00'	N51°35'37"W
C85	43.47'	565.00'	4°24'30"	43.46'	N47°11'07"W
C86	35.01'	455.00'	4°24'30"	35.00'	N47°11'07"W
C87	43.47'	565.00'	4°24'30"	43.46'	N42°46'36"W
C88	35.01'	455.00'	4°24'30"	35.00'	N42°46'36"W
C89	21.34'	565.00'	2°09'49"	21.33'	N39°29'27"W
C90	14.47'	475.00'	1°44'43"	14.43'	S39°16'53"E
C91	17.82'	585.00'	1°44'43"	17.82'	S39°16'53"E
C92	17.18'	455.00'	2°09'49"	17.18'	N39°29'27"W
C93	35.01'	475.00'	4°13'22"	35.00'	S42°15'56"E
C94	43.12'	585.00'	4°13'22"	43.11'	S42°15'56"E
C95	34.73'	475.00'	4°11'22"	34.72'	S46°28'18"E
C96	51.24'	585.00'	5°01'08"	51.23'	S46°53'11"E
C97	10.04'	605.00'	0°57'05"	10.04'	S50°39'31"E
C98	20.94'	20.00'	60°00'00"	20.00'	N63°56'25"E
C99	35.00'	605.00'	31°8'54"	35.00'	S48°31'31"E
C100	12.55'	20.00'	35°56'31"	12.34'	S68°05'20"E

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C101	40.56'	715.00'	3°15'00"	40.55'	S48°29'34"E
C102	35.00'	605.00'	3°18'54"	35.00'	S45°12'37"E
C103	41.37'	715.00'	3°18'54"	41.36'	S45°12'37"E
C104	35.00'	605.00'	3°18'54"	35.00'	S41°53'43"E
C105	41.37'	715.00'	3°18'54"	41.36'	S41°53'43"E
C106	16.30'	435.00'	2°08'51"	16.30'	N39°28'57"W
C107	19.31'	605.00'	1°49'43"	19.31'	S39°19'24"E
C108	22.82'	715.00'	1°49'43"	22.82'	S39°19'24"E
C109	12.18'	325.00'	2°08'51"	12.18'	N39°28'57"W
C110	46.87'	435.00'	6°10'24"	46.85'	N43°38'35"W
C111	35.02'	325.00'	6°10'24"	35.00'	N43°38'35"W
C112	46.87'	435.00'	6°10'24"	46.85'	N49°48'59"W
C113	35.02'	325.00'	6°10'24"	35.00'	N49°48'59"W
C114	46.87'	435.00'	6°10'24"	46.85'	N55°59'22"W
C115	35.02'	325.00'	6°10'24"	35.00'	N55°59'22"W
C116	46.87'	435.00'	6°10'24"	46.85'	N62°09'46"W
C117	35.02'	325.00'	6°10'24"	35.00'	N62°09'46"W
C118	46.01'	435.00'	6°03'35"	45.98'	N68°16'46"W
C119	34.37'	325.00'	6°03'35"	34.36'	N68°16'46"W
C120	31.42'	20.00'	90°00'00"	28.28'	S26°18'33"E
C121	20.94'	20.00'	60°00'00"	20.00'	S63°56'25"W
C122	10.00'	585.00'	0°39'46"	10.00'	S56°21'32"E
C123	10.46'	20.00'	29°57'34"	10.34'	N71°04'48"W
C124	24.27'	450.00'	3°05'23"	24.26'	S57°38'45"E
C125	44.72'	585.00'	4°22'47"	44.71'	S59°02'18"E
C126	34.67'	450.00'	4°24'50"	34.66'	S61°23'49"E
C127	43.12'	585.00'	4°13'22"	43.11'	S63°20'23"E
C128	34.74'	450.00'	4°25'26"	34.74'	S65°48'59"E
C129	43.12'	585.00'	4°13'22"	43.11'	S67°33'45"E
C130	34.81'	450.00'	4°25'58"	34.81'	S70°14'38"E
C131	43.12'	585.00'	4°13'22"	43.11'	S71°47'06"E
C132	34.88'	450.00'	4°26'26"	34.87'	S74°40'50"E
C133	43.12'	585.00'	4°13'22"	43.11'	S76°00'28"E
C134	34.93'	450.00'	4°26'49"	34.92'	S79°07'28"E
C135	43.12'	585.00'	4°13'22"	43.11'	S80°13'50"E
C136	34.97'	450.00'	4°27'09"	34.96'	S83°34'27"E
C137	43.12'	585.00'	4°13'22"	43.11'	S84°27'12"E
C138	25.16'	450.00'	3°12'13"	25.16'	S87°24'08"E
C139	10.24'	20.00'	29°20'54"	10.15'	N74°19'47"W
C140	39.41'	585.00'	3°51'35"	39.40'	N88°29'40"E
C141	20.97'	20.00'	60°04'52"	20.02'	N29°36'54"W
C142	11.34'	585.00'	1°06'40"	11.34'	N89°01'12"E
C143	15.81'	605.00'	1°29'50"	15.81'	N89°16'41"E
C144	26.38'	20.00'	75°34'13"	24.51'	N38°12'38"E
C145	53.00'	605.00'	3°18'54"	53.00'	S88°18'57"E
C146	5.36'	20.00'	15°20'36"	5.34'	N83°40'03"E
C147	11.77'	275.00'	2°27'05"	11.76'	S87°26'07"E
C148	35.00'	605.00'	3°18'54"	35.00'	S85°50'03"E
C149	35.77'	715.00'	2°51'59"	35.77'	S84°46'35"E
C150	35.00'	605.00'	3°18'54"	35.00'	S81°41'08"E

Curve Table

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARIN
C151	41.37'	715.00'	3°18'54"	41.36'	S81°41'08"E
C152	35.00'	605.00'	3°18'54"	35.00'	S78°22'14"E
C153	41.37'	715.00'	3°18'54"	41.36'	S78°22'14"E
C154	35.00'	605.00'	3°18'54"	35.00'	S75°03'20"E
C155	41.37'	715.00'	3°18'54"	41.36'	S75°03'20"E
C156	35.00'	605.00'	3°18'54"	35.00'	S71°44'25"E
C157	41.37'	715.00'	3°18'54"	41.36'	S71°44'25"E
C158	35.00'	605.00'	3°18'54"	35.00'	S68°25'31"E
C159	41.37'	715.00'	3°18'54"	41.36'	S68°25'31"E
C160	35.00'	605.00'	3°18'54"	35.00'	S65°06'37"E
C161	41.37'	715.00'	3°18'54"	41.36'	S65°06'37"E
C162	35.00'	605.00'	3°18'54"	35.00'	S61°47'42"E
C163	41.37'	715.00'	3°18'54"	41.36'	S61°47'42"E
C164	35.00'	605.00'	3°18'54"	35.00'	S58°28'48"E
C165	32.31'	715.00'	2°35'21"	32.31'	S58°50'34"E
C166	10.99'	20.00'	31°29'18"	10.85'	S41°48'15"E
C167	10.00'	605.00'	0°56'49"	10.00'	S56°20'56"E
C168	20.94'	20.00'	60°00'00"	20.00'	S35°25'W
C169	53.68'	80.00'	38°26'32"	52.67'	N18°31'48"W
C170	2.88'	10.00'	15°22'17"	2.67'	N89°58'49"W
C171	42.61'	205.00'	11°54'30"	42.53'	N83°37'15"W
C172	15.36'	20.00'	43°59'42"	14.98'	S21°34'19"E
C173	31.42'	20.00'	90°00'00"	28.28'	S45°25'32"W
C174	46.76'	225.00'	11°54'30"	46.68'	N83°37'15"W
C175	41.03'	30.00'	78°21'24"	37.90'	N38°29'16"W
C176	16.06'	20.00'	46°00'19"	15.63'	S66°34'19"E
C177	44.59'	80.00'	31°56'01"	44.01'	N73°36'27"W
C178	27.77'	80.00'	19°53'23"	27.63'	N47°41'45"W
C179	39.87'	20.00'	88°25'35"	27.89'	S44°38'20"W
C180	0.55'	20.00'	1°34'25"	0.55'	S89°38'20"W
C181	11.31'	38.00'	17°03'30"	11.27'	N81°02'43"W
C182	48.55'	38.00'	73°12'26"	45.32'	N35°54'45"W
C183	369.98'	595.00'	35°37'36"	364.05'	S73°41'20"E
C184	62.38'	281.00'	12°43'10"	62.25'	S66°28'05"E
C185	22.81'	281.00'	43°09'07"	22.81'	S75°06'14"E

Final Plat
for
Southridge Subdivision Phase 1
Situating in a portion of the NE 1/4 of Section 23,
Township 3 North, Range 1 West, B.M.
City of Meridian, Ada County, Idaho
2011

Certificate of Owner

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREFTER DESCRIBED:

A TRACT OF LAND SITUATED IN A PORTION OF THE NORTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENTING THE NORTHEAST CORNER OF SAID SECTION 23 ON THE CENTERLINE OF WEST OVERLAND ROAD, FROM WHICH A FOUND ALUMINUM CAP MONUMENTING THE NORTH ONE QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 89°19'41" WEST A DISTANCE OF 2,661.73 FEET;
THENCE FOLLOWING THE NORTHERLY LINE OF SAID SECTION 23 AND THE CENTERLINE OF SAID WEST OVERLAND ROAD, NORTH 89°19'41" WEST A DISTANCE OF 72.51 FEET TO A POINT;
THENCE LEAVING SAID NORTHERLY LINE AND SAID CENTERLINE, SOUTH 00°40'19" WEST A DISTANCE OF 53.50 FEET TO A SET 5/8-INCH STEEL PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST OVERLAND ROAD BEING THE POINT OF BEGINNING;

THENCE SOUTH 44°19'00" EAST A DISTANCE OF 34.64 FEET TO A FOUND 5/8-INCH STEEL PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LINDER ROAD;
THENCE FOLLOWING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH LINDER ROAD, SOUTH 00°41'26" WEST A DISTANCE OF 561.61 FEET TO A FOUND 5/8-INCH STEEL PIN;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°19'41" WEST A DISTANCE OF 151.25 FEET TO A FOUND 5/8-INCH STEEL PIN;
THENCE SOUTH 00°41'26" WEST A DISTANCE OF 250.00 FEET TO A FOUND 5/8-INCH STEEL PIN;
THENCE SOUTH 89°19'41" WEST A DISTANCE OF 151.25 FEET TO A FOUND 5/8-INCH STEEL PIN ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH LINDER ROAD;
THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°41'26" WEST A DISTANCE OF 713.31 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°18'32" WEST A DISTANCE OF 101.48 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 89°34'27" WEST A DISTANCE OF 333.99 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 00°25'32" WEST A DISTANCE OF 48.98 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 89°34'28" WEST A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 31.18 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°19'29", A CHORD BEARING OF NORTH 44°14'13" WEST, AND A CHORD DISTANCE OF 28.12 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 15.26 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°41'23", A CHORD BEARING OF NORTH 87°33'16" WEST, AND A CHORD DISTANCE OF 15.26 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 86°12'34" WEST A DISTANCE OF 29.96 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 132.04 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 09°53'22", A CHORD BEARING OF NORTH 81°15'53" WEST, AND A CHORD DISTANCE OF 131.88 FEET TO A SET 5/8-INCH STEEL PIN;

THENCE 36.04 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 103°15'16", A CHORD BEARING OF SOUTH 52°03'10" WEST, AND A CHORD DISTANCE OF 31.36 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 61°13'36" WEST A DISTANCE OF 56.81 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 24.39 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 69°53'02", A CHORD BEARING OF NORTH 34°30'59" WEST, AND A CHORD DISTANCE OF 22.91 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 161.30 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 12°04'50", A CHORD BEARING OF NORTH 63°25'04" WEST, AND A CHORD DISTANCE OF 161.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 30.96 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 88°40'56", A CHORD BEARING OF SOUTH 78°16'53" WEST, AND A CHORD DISTANCE OF 27.96 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 52°30'58" WEST A DISTANCE OF 50.10 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 29.58 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 84°44'29", A CHORD BEARING OF NORTH 08°25'50" WEST, AND A CHORD DISTANCE OF 26.96 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 165.46 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 765.00 FEET, A CENTRAL ANGLE OF 12°23'32", A CHORD BEARING OF NORTH 44°36'18" WEST, AND A CHORD DISTANCE OF 165.14 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 157.91 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 32°54'01", A CHORD BEARING OF NORTH 54°51'32" WEST, AND A CHORD DISTANCE OF 155.75 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 71°18'33" WEST A DISTANCE OF 16.34 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 63°41'27" WEST, AND A CHORD DISTANCE OF 28.28 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 71°18'33" WEST A DISTANCE OF 50.00 FEET TO A SET BRASS PLUG;
THENCE 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 26°18'33" WEST, AND A CHORD DISTANCE OF 28.28 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 18°41'27" EAST A DISTANCE OF 50.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 63°41'27" EAST, AND A CHORD DISTANCE OF 28.28 FEET TO A SET 5/8-INCH STEEL PIN;

THENCE NORTH 18°41'27" EAST A DISTANCE OF 101.64 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 94.67 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 18°04'50", A CHORD BEARING OF NORTH 27°43'52" EAST, AND A CHORD DISTANCE OF 94.28 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 95.80 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 310.47 FEET, A CENTRAL ANGLE OF 17°40'49", A CHORD BEARING OF NORTH 45°18'15" EAST, AND A CHORD DISTANCE OF 95.42 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 121.69 FEET FOLLOWING THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 76.49 FEET, A CENTRAL ANGLE OF 91°08'46", A CHORD BEARING OF NORTH 08°34'31" EAST, AND A CHORD DISTANCE OF 109.26 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 53°00'22" EAST A DISTANCE OF 49.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE SOUTH 36°59'38" EAST A DISTANCE OF 9.62 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 106.80 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 64.50 FEET, A CENTRAL ANGLE OF 94°52'22", A CHORD BEARING OF SOUTH 84°25'49" EAST, AND A CHORD DISTANCE OF 95.01 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 48°08'00" EAST A DISTANCE OF 65.33 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 140.47 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 29°15'56", A CHORD BEARING OF NORTH 33°30'02" EAST, AND A CHORD DISTANCE OF 138.94 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 18°52'04" EAST A DISTANCE OF 113.44 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE 110.20 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 19°25'39", A CHORD BEARING OF NORTH 28°34'53" EAST, AND A CHORD DISTANCE OF 109.67 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE NORTH 51°42'17" WEST A DISTANCE OF 8.00 FEET TO A SET BRASS PLUG;
THENCE 49.34 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 331.00 FEET, A CENTRAL ANGLE OF 08°32'29", A CHORD BEARING OF NORTH 42°33'57" EAST AND A CHORD DISTANCE OF 49.30 FEET TO A SET BRASS PLUG;
THENCE NORTH 46°50'12" EAST A DISTANCE OF 169.43 FEET TO A SET BRASS PLUG;
THENCE 19.85 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 81°13'33", A CHORD BEARING OF NORTH 06°13'26" EAST, AND A CHORD DISTANCE OF 18.23 FEET TO A SET BRASS PLUG;
THENCE 170.90 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 281.00 FEET, A CENTRAL ANGLE OF 34°50'47", A CHORD BEARING OF NORTH 16°57'57" WEST, AND A CHORD DISTANCE OF 168.28 FEET TO A SET BRASS PLUG;
THENCE NORTH 00°27'27" EAST A DISTANCE OF 18.36 FEET TO A SET BRASS PLUG;
THENCE NORTH 44°18'59" WEST A DISTANCE OF 37.67 FEET TO A SET 5/8-INCH STEEL PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST OVERLAND ROAD;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°19'41" EAST A DISTANCE OF 57.51 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°40'19" WEST A DISTANCE OF 3.00 FEET TO A SET 5/8-INCH STEEL PIN;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°19'41" EAST A DISTANCE OF 629.98 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF ABOVE-DESCRIBED TRACT OF LAND IS 33.62 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THE PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC. ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN. THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

JAMES L. JEWETT, MANAGER, LINDER 109, LLC

Patricia Younger

PATRICIA YOUNGER, DIRECTOR, MERIDIAN LIBRARY DISTRICT

DR. LINDA L. CLARK, SUPERINTENDENT, JOINT SCHOOL DISTRICT No. 2

COREY BARTON, COREY D. BARTON HOMES, INC.

Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 20th DAY OF December, IN THE YEAR 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED JAMES L. JEWETT, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Adam Kolts
NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT Nampa, IDAHO
MY COMMISSION EXPIRES 6-05-16

Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 20th DAY OF December, IN THE YEAR 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED COREY D. BARTON, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE INCORPORATION THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID INCORPORATION, AND ACKNOWLEDGED TO ME THAT SAID INCORPORATION EXECUTED THE SAME.

Adam Kolts
NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT Nampa, IDAHO
MY COMMISSION EXPIRES 6-05-16

Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 20th DAY OF December, IN THE YEAR 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED PATRICIA YOUNGER, KNOWN OR IDENTIFIED TO ME TO BE THE DIRECTOR OF MERIDIAN LIBRARY DISTRICT AND ACKNOWLEDGED TO ME THAT SAID MERIDIAN LIBRARY DISTRICT EXECUTED THE SAME.

Suzanne E. Sconce
NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT Eagle, IDAHO
MY COMMISSION EXPIRES 9-15-15

Acknowledgment

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 20th DAY OF December, IN THE YEAR 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED DR. LINDA L. CLARK, KNOWN OR IDENTIFIED TO ME TO BE THE SUPERINTENDENT OF JOINT SCHOOL DISTRICT No. 2 AND ACKNOWLEDGED TO ME THAT SAID JOINT SCHOOL DISTRICT No. 2 EXECUTED THE SAME.

Patricia A. Duncan
NOTARY PUBLIC FOR THE STATE OF IDAHO

RESIDING AT Meridian, IDAHO
MY COMMISSION EXPIRES 3-27-15

Certificate of Surveyor

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF SOUTHRIDGE SUBDIVISION PHASE 1 AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT ACCURATELY REPRESENTS THE POINTS THEREON AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

on 8300
AARON L. BALLARD

12-19-2011
DATE



Developer/Owner
Linder 109, LLC

(208) 955-6655
Meridian, Idaho 83646



• Landscape Architecture
• Civil Engineering
• AutoCAD
• Surveying
• Engineering
• Construction Management
• Environmental Engineering

462 East Shore Drive,
Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

bk 104 pg 14063

Final Plat
for
Southridge Subdivision Phase 1
Situated in a portion of the NE 1/4 of Section 23,
Township 3 North, Range 1 West, B.M.
City of Meridian, Ada County, Idaho
2011

Approval of Central District Health Department

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) 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 OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, 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.

Whitney R. REHS
DISTRICT HEALTH DEPARTMENT, EHS



Approval of Meridian City Engineer

THIS PLAT IS ACCEPTED AND APPROVED THIS 22 DAY OF Dec, A.D. 2011, BY THE CITY ENGINEER OF THE CITY OF MERIDIAN, ADA COUNTY, IDAHO.



Certificate of Ada 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.



Corry L. Hasting
ADA COUNTY SURVEYOR
PLS 5359
12-28-2011

Certificate of the County Treasurer

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

12/28/11
DATE



Nicky J. McIntyre
ADA COUNTY TREASURER
By Dawn Brown, Deputy

Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 21st DAY OF September, 2011.



ADA COUNTY HIGHWAY DISTRICT
Shirley W. Smith
CHAIRMAN

Approval of Meridian City

I, Jaycee L. Holman, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 14th DAY OF October, 2011, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Jaycee L. Holman
MERIDIAN CITY CLERK

Certificate of Ada County Recorder

STATE OF IDAHO) ss
COUNTY OF ADA)

INSTRUMENT NUMBER 11106613

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF The Land Group, Inc. AT 00 MINUTES PAST 11 O'CLOCK AM THIS 28th DAY OF Dec, A.D. 2011, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 104 OF PLATS AT PAGES 1405 THROUGH 1406.

Christopher D. Rich
DEPUTY RECORDER
FEE: \$41.00

Christopher D. Rich
EX-OFFICIO RECORDER



Developer/Owner
Linder 109, LLC

(208) 955-6655
Meridian, Idaho 83646



• Landscape Architecture
• Civil Engineering
• Site Planning
• Golf Course Irrigation & Engineering
• Graphic Demonstration
• Land Surveying

482 East Shore Drive,
Suite 100
Eagle, Idaho 83616
Phone (208) 939-4041
Fax (208) 939-4445
www.thelandgroupinc.com

ACCOMMODATION
RECORDING

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTHRIDGE RESIDENTIAL SUBDIVISION**

THIS DECLARATION is made effective as of May ^{21st}, 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 "Southridge Residential 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 "Southridge Residential 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 Southridge Residential Subdivision shall be One-Thousand One-Hundred (1,200) square feet exclusive of garages, porches, storage rooms and patios..

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 materials specified by the Architectural Committee. 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.

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 Unightly 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. Declarant may at any time 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 Southridge Residential in the alternative Declarant may transfer or license such rights to a provide entity which provides irrigation. .

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: SOUTHRIDGE RESIDENTIAL SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Southridge Residential 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 nonprofit 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 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 any utility lines which serve the Property, and

5.5.2.1.8 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, including any assessments from a master 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, 2045, 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

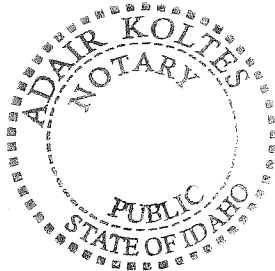
By: Corey Barton
Its: President

ACKNOWLEDGEMENT

State of Idaho)
)ss.
County of Ada)

On this 29th day of May, 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 L
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16

Exhibit A

The Property

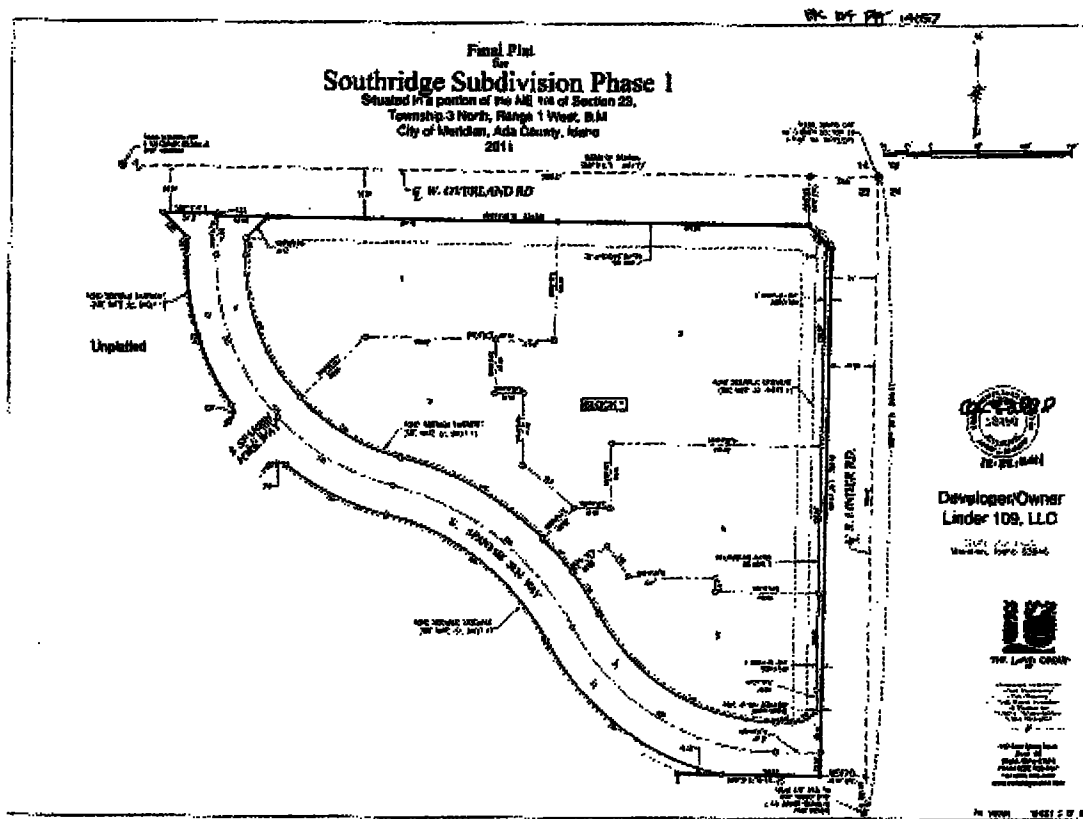
All Lots in Block 3, 4, 5, and 6 of Southridge Subdivision Phase 1, recorded December 30, 2011 as instrument 111106613, Book 104, Page 14056-14063, records of Ada County

[illegible]

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 47 OF 56**

Rev. 5/13/2015

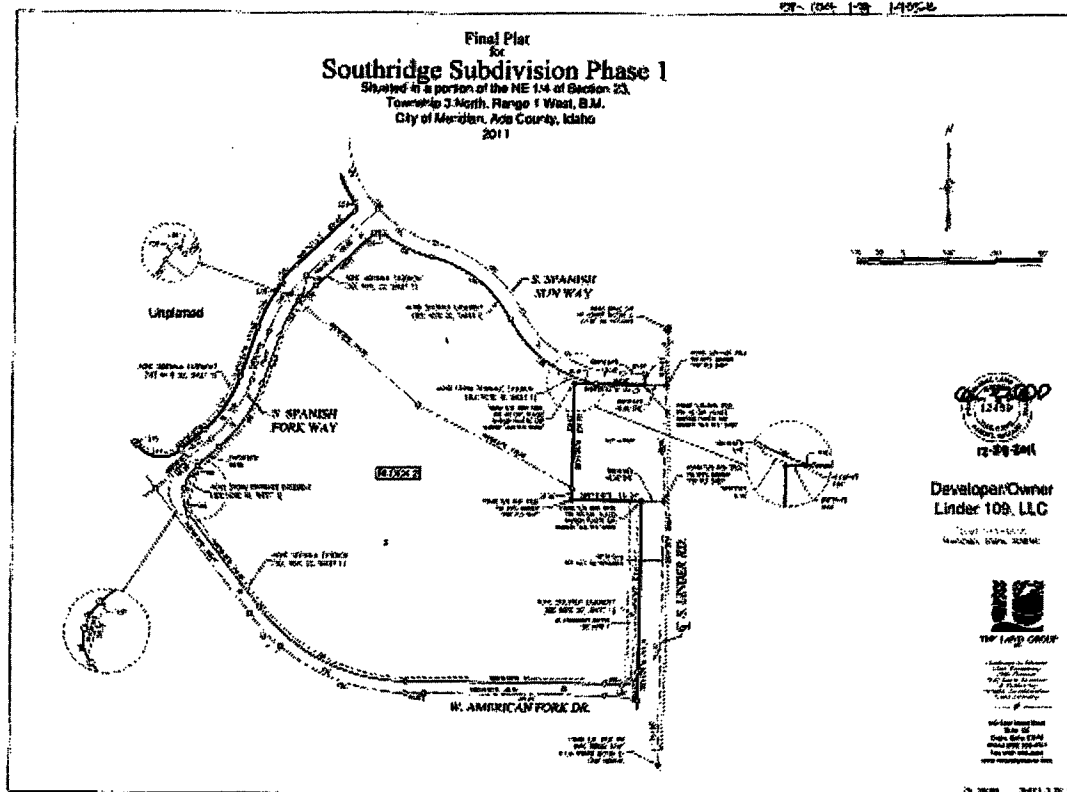
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 48 OF 56**

Rev. 5/13/2015

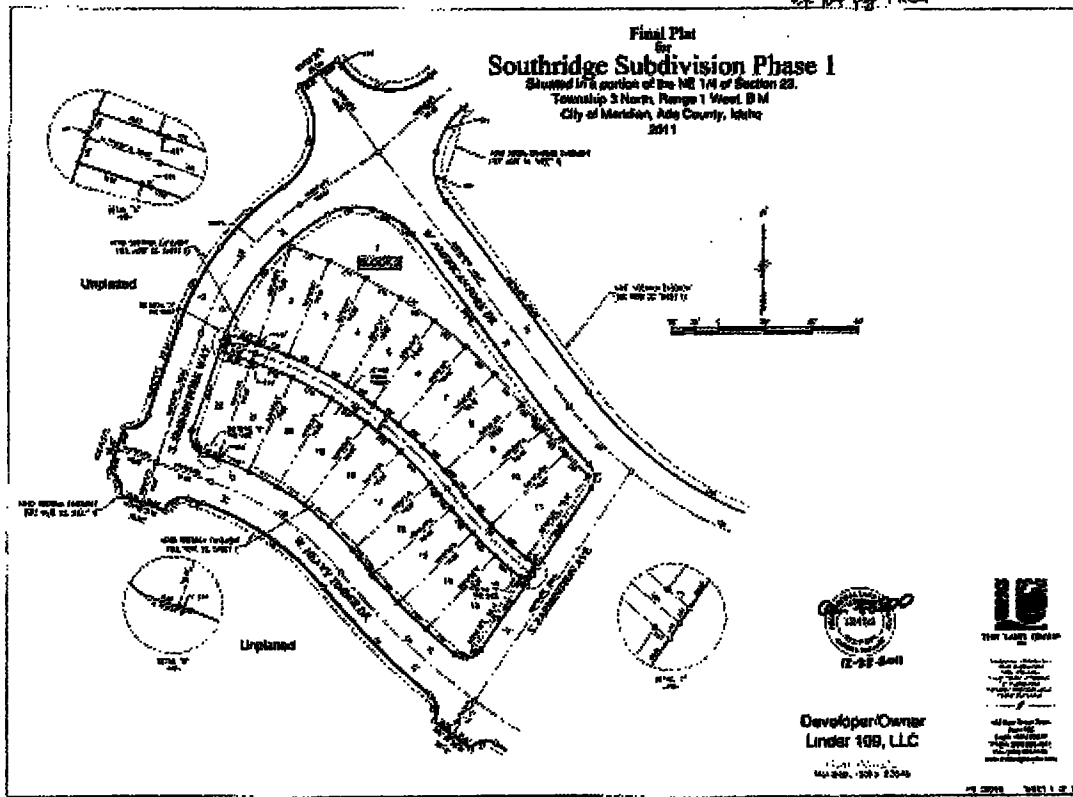
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 49 OF 56**

Rev. 5/13/2015

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 50 OF 56**

Rev. 5/13/2015

42908.0013.7405483.1

17K 104 199 (Ab6-1)

[illegible]

**Developer: Dana
Linder 109, LLC**
12161 N. 19th Ave.
Greenfield, Indiana 46038

12-26-2011

1011 East 10th Avenue
 Suite 100
 Denver, CO 80218
 Tel: 303.733.1111
 Fax: 303.733.1111
 www.ashlandgroup.com

**Final Plat
for
Southridge Subdivision Phase I**
Situated in a portion of the NE 1/4 of Section 29,
Township 3 North, Range 1 West, B.M.
City of Meridian, Ada County, Idaho
2011

Certificate of Owner

WHEREAS, the undersigned is the owner of the land described in the plat of the Southridge Subdivision Phase I, and

WHEREAS, the undersigned is the owner of the land described in the plat of the Southridge Subdivision Phase I, and

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WHEREAS, the undersigned is the owner of the land described in the plat of the Southridge Subdivision Phase I, and

Acknowledgment

STATE OF IDAHO, County of Ada, ss. I, the undersigned, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County.

Witness my hand and the seal of the County at Meridian, Idaho, this 1st day of December, 2011.

Clerk of the County

Notary Public

Notary Public

Notary Public

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1981 107 29 1902

Certificate of Ada County Surveyor

THE UNIVERSITY OF MICHIGAN LIBRARY
600 TAPSCOTT DRIVE EAST ANN ARBOR MI 48109-1207
TEL: 734 763 2800 FAX: 734 763 2801

REPLY TO LETTER DATED 10/10/68, FROM THE AMERICAN CONSUL, NEW YORK, CONCERNING
THE RECENT ACTIVITY OF THE NEW YORK AND NEW JERSEY CHAPTERS OF THE AMERICAN
ARAB BOYCOTT COMMITTEE (AABC) IN THE NEW YORK AND NEW JERSEY AREAS. THE
COMMITTEE IS A GROUP OF ARAB BOYCOTTERS WHOSE GOAL IS TO
ELIMINATE THE ARAB BOYCOTT FROM THE NEW YORK AND NEW JERSEY AREAS.



Certificate of Ada County Recorder

STATE OF NEW YORK
IN SENATE
JANUARY 11, 1906.

James M. Wilson

1. STRENGTHENING THE ROLE OF THE GOVERNMENT IN THE DEVELOPMENT OF THE PRIVATE SECTOR IN THE INDONESIA AND THE PHILIPPINES IN THE 1990s AND THE 2000s AND THE 2010s AND THE 2020s AND THE 2030s AND THE 2040s AND THE 2050s AND THE 2060s AND THE 2070s AND THE 2080s AND THE 2090s AND THE 2100s AND THE 2110s AND THE 2120s AND THE 2130s AND THE 2140s AND THE 2150s AND THE 2160s AND THE 2170s AND THE 2180s AND THE 2190s AND THE 2200s AND THE 2210s AND THE 2220s AND THE 2230s AND THE 2240s AND THE 2250s AND THE 2260s AND THE 2270s AND THE 2280s AND THE 2290s AND THE 2300s AND THE 2310s AND THE 2320s AND THE 2330s AND THE 2340s AND THE 2350s AND THE 2360s AND THE 2370s AND THE 2380s AND THE 2390s AND THE 2400s AND THE 2410s AND THE 2420s AND THE 2430s AND THE 2440s AND THE 2450s AND THE 2460s AND THE 2470s AND THE 2480s AND THE 2490s AND THE 2500s AND THE 2510s AND THE 2520s AND THE 2530s AND THE 2540s AND THE 2550s AND THE 2560s AND THE 2570s AND THE 2580s AND THE 2590s AND THE 2600s AND THE 2610s AND THE 2620s AND THE 2630s AND THE 2640s AND THE 2650s AND THE 2660s AND THE 2670s AND THE 2680s AND THE 2690s AND THE 2700s AND THE 2710s AND THE 2720s AND THE 2730s AND THE 2740s AND THE 2750s AND THE 2760s AND THE 2770s AND THE 2780s AND THE 2790s AND THE 2800s AND THE 2810s AND THE 2820s AND THE 2830s AND THE 2840s AND THE 2850s AND THE 2860s AND THE 2870s AND THE 2880s AND THE 2890s AND THE 2900s AND THE 2910s AND THE 2920s AND THE 2930s AND THE 2940s AND THE 2950s AND THE 2960s AND THE 2970s AND THE 2980s AND THE 2990s AND THE 3000s AND THE 3010s AND THE 3020s AND THE 3030s AND THE 3040s AND THE 3050s AND THE 3060s AND THE 3070s AND THE 3080s AND THE 3090s AND THE 3100s AND THE 3110s AND THE 3120s AND THE 3130s AND THE 3140s AND THE 3150s AND THE 3160s AND THE 3170s AND THE 3180s AND THE 3190s AND THE 3200s AND THE 3210s AND THE 3220s AND THE 3230s AND THE 3240s AND THE 3250s AND THE 3260s AND THE 3270s AND THE 3280s AND THE 3290s AND THE 3300s AND THE 3310s AND THE 3320s AND THE 3330s AND THE 3340s AND THE 3350s AND THE 3360s AND THE 3370s AND THE 3380s AND THE 3390s AND THE 3400s AND THE 3410s AND THE 3420s AND THE 3430s AND THE 3440s AND THE 3450s AND THE 3460s AND THE 3470s AND THE 3480s AND THE 3490s AND THE 3500s AND THE 3510s AND THE 3520s AND THE 3530s AND THE 3540s AND THE 3550s AND THE 3560


 Christopher D. Smith
 Director, National Center for
 Domestic Violence Prevention and Control

1315
9-12-41

Developer: Omer
Linder 109, LLC

[illegible]

42908.0013.7405483.1

ASA COUNTY RECORDER Christopher D. Rich
RECEIVED 12/30/11 11:00 AM
DEPUTY Cha Fowler
RECORDED - REQUEST OF
Linder 109, LLC

AMOUNT \$1.00 1



111106613

PLAT RECORDING SHEET

INSTRUMENT NO. 111106613

BOOK : 104

PAGE : 14056

Thru : 14063

SURVEYOR : Aaron L. Ballard

SUBDIVISION NAME : Southridge Phase I Sub

OWNERS : Linder 109, LLC

AT THE REQUEST OF : The Land Group, Inc

COMMENTS : NE 1/4 Sec 23 T3N R1W

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 55 OF 56

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHRIDGE
RESIDENTIAL SUBDIVISION - PAGE 56 OF 56**

Rev. 5/13/2015

42908.0013.7405483.1

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHRIDGE RESIDENTIAL SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHRIDGE RESIDENTIAL SUBDIVISION (this "Amendment") is made effective as of May 9th, 2016, by the current owners of a majority of lots in Southridge Residential Subdivision, as more fully described below.

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for Southridge Residential Subdivision (the "Declaration") was recorded in the official records of Ada County, Idaho on June 1, 2015 as Instrument No. 2015-047435.

B. The Declaration states in Section 13.2 that the Declaration may be amended by recording an instrument signed by (i) Grantor until the recordation of the first deed conveying a Building Lot to a party other than Grantor, or (ii) by a majority of the current owners of the lots of the applicable subdivision.

C. The undersigned are the current owners of a majority of the lots in the Southridge Residential Subdivision.

D. The undersigned owners desire to amend the Declaration as set forth herein, and to have this Amendment recorded in the official records of Ada County, Idaho in order to provide public record notice of the contents hereof.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. The foregoing recitals are part of this Amendment.
2. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the Declaration.
3. Section 3.5 of the Declaration is hereby deleted in its entirety and replaced with

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHRIDGE RESIDENTIAL SUBDIVISION - 1**

the following:

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 “Southridge Residential 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.).

4. All references in the Declaration to “Southridge Residential Subdivisions Homeowners Association, Inc.” shall be replaced with “Southridge Residential Homeowners Association, Inc.”
5. Except as amended hereby, the terms and provisions of the Declaration are unmodified and in full force and effect. In the event of any inconsistencies between the terms of the Declaration and terms of this Amendment, the terms of this Amendment shall control.
6. Each of the individuals who have executed this Amendment represents and warrants that he or she is duly authorized to execute this Amendment in his or her individual capacity or on behalf of the owner whom he or she is representing, whichever is applicable; that all corporate, partnership, trust or other action necessary for such party to execute and perform the terms of this Amendment have been duly taken by such party; and that no other signature and/or authorization, including lender authorization or approval, is necessary for such party to enter into and perform the terms of this Amendment.
7. This Amendment may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one or more of such counterparts by each of the parties hereto.

[Signature and acknowledgement pages to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be made, executed, and delivered as of the day and year first above written.

Corey Barton Homes, Inc.
an Idaho corporation

By: _____

Corey Barton, President

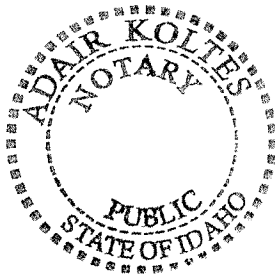
STATE OF IDAHO)

) ss.

County of Ada)

On this 9th day of May, 2016, before me, the undersigned, a notary public in and for said state, personally appeared Corey Barton, known or identified to me to be the president of **Corey Barton Homes, Inc.**, who executed the within and foregoing 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 in this certificate first written above.



Adair Koltes
NOTARY PUBLIC FOR IDAHO

Residing at: Nampa, ID

Commission Expires: 6-05-16

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SOUTHRIDGE RESIDENTIAL SUBDIVISION - 3**

42908.0013.8093038.1

**DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS
AND COMMON AREA MAINTENANCE AGREEMENT**

THIS DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND
COMMON AREA MAINTENANCE AGREEMENT (“**Declaration**”) is made as of the 22
day of November, 2022, by Southridge Farm LLC, an Idaho limited liability company
(“**Declarant**”).

1. PRELIMINARY.

1.1 Definitions.

(a) “**Declarant**”: The entity named above, together with any entity succeeding
thereto by consolidation, merger, or acquisition of its assets substantially as an entirety, and any
wholly owned subsidiary thereof, and whose current address is 6357 Buena Vista Lane, Star
Idaho 83669.

(b) “**Buildings**”: Those buildings which are from time to time constructed on
the Parcels. It is contemplated that the Buildings, Common Area, and Service Facilities shall be
developed as set forth on Exhibit A-1 attached hereto, but so long as Declarant owns any Parcel
all construction or alterations of the foregoing may be made with the written consent of
Declarant as set forth in this Declaration.

(c) **“Common Area”**: All those areas on the Parcels which are not Buildings, or Service Facilities.

(d) **“Owner”**: The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors, and assigns.

(e) **“Parcels”**: A, C, D, E, and F collectively, more particularly described on Exhibit B and depicted on Exhibit A -2 attached hereto and incorporated herein. Notwithstanding the fact Exhibit A-2 states Parcel A is “Not A Part,” Parcel A is included and governed by this Declaration. So long as Declarant owns adjacent Parcels, Declarant reserves the right to adjust the boundary between such Parcels in its sole and absolute discretion.

(f) **“person”**: Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other forms of business or legal entity.

(g) **“Restrictions”**: The easements, covenants, restrictions, liens, and encumbrances contained in this Declaration.

(h) **“Service Facilities”**: Loading docks, trash enclosures and compactors, exterior coolers, electrical and refrigeration facilities, storage areas, drive up aisles and other similar service facilities which are outside of the Buildings, but which are designed and intended for the exclusive use of one of the Owners.

(i) **“Utility Lines”**: “Utility Lines” shall mean those facilities and systems for transmissions of utility services, including, but not limited to, stormwater drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains; lift stations; sewer lines and systems; fire and landscape water sprinkler systems; telephone lines;

electrical conduits or systems, gas mains and other public or private utilities. “**Common Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service to more than one Parcel. “**Separate Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service to only one Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a single building shall be considered a Separate Utility Line.

1.2 Indemnification. Each Owner shall indemnify, defend and hold harmless the other Owner and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorneys’ fees and reasonable attorneys’ fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of the indemnifying Owner’s Building or the Service Facilities, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

2. EASEMENTS.

2.1 Ingress and Egress.

(a) Declarant, as grantor, hereby grants to the Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, and there is hereby created and reserved, for the benefit of the Parcels belonging to the Owner, as grantees, a reciprocal, perpetual, nonexclusive easement for ingress and egress (but no cross-parking rights are created pursuant to this Declaration) by vehicular and pedestrian traffic upon, over and across the Common Area of the Parcels designed for such use, as the same may be reconfigured from

time to time.

(b) The use of the Common Area shall not infringe upon the Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees, and invitees of such tenants' use of the marked parking spaces or Service Facilities on the Parcels. Once constructed, the Owner of a Parcel shall have right to relocate drive aisles on its Parcel, provided that the relocations do not materially and adversely affect the use of the Common Area which are subject to easements granted pursuant to this Declaration or the access to the public rights of way on the Parcels. Notwithstanding the foregoing, so long as Declarant owns a Parcel, any relocation of drive aisles shall require the written consent of Declarant.

2.2 Development Standards/Use Restrictions.

(a) Construction and Alterations. So long as Declarant owns any of the Parcels, prior to the construction or alteration of improvements on the Parcels (including but not limited to Common Areas, Service Facilities and/or the exterior of Buildings), all so construction or alterations shall require the prior written approval of Declarant or alterations to existing improvements which are visible from the exterior, shall require the approval of Declarant which may be granted or withheld in the sole and absolute discretion of Declarant.

(b) Use Restrictions. The parcels shall be used only for commercial, and office uses, and for no other use without the consent of Declarant, which consent may be withheld in Declarant's sole and absolute discretion.

2.3 Utility Lines.

(a) Declarant, as grantor, hereby grants to the Owners, as grantees, for the benefit of the Parcels, a perpetual nonexclusive easement under, through and across the Common Area for the installation, operation, maintenance, repair, and replacement of Utility Lines, to the extent the installation of Utility Lines on the Parcel served thereby is impractical. All such Utility Lines shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other Utility Lines as are required to be above ground by the utility providing such service under applicable laws, rules or regulations (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of the Buildings). The installation, operation, maintenance, repair, and replacement of such Utility Lines shall not unreasonably interfere with the use of the improved Common Area. The Owners shall be responsible for and shall bear all costs related to the installation, operation, maintenance, repair, and replacement of such Utility Lines as follows:

(i) **Separate Utility Lines.** All costs associated with the installation, operation, maintenance, repair, and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(ii) **Common Utility Lines.** All costs associated with the installation, operation, maintenance repair and replacement of Common Utility Lines shall be equally allocated among the Owners of the Parcels served thereby. Except as may be otherwise provided in Article 4, the installation, operation, maintenance, repair, and replacement of Common Utility Lines may be performed by the Owner of any Parcel served thereby. The Owner performing such installation, operation, maintenance, repair or replacement of a Common Utility Line (“**Performing Owner**”) shall bill the Owner(s) of the other Parcel(s) served thereby for each

such Owner's proportionate share of the costs incurred by the Performing Owner not more often than monthly in arrears and such costs shall be payable within thirty (30) days after receipt of an invoice therefor and, if requested, reasonable supporting documentation.

(iii) **Obligations.** The Owner performing such installation, operation, maintenance, repair or replacement, shall repair to the original specifications any damage to the Buildings, Service Facilities, improvements, signs, Utility Lines or Common Area resulting from such use and shall provide as-built plans for all such Utility Lines to the other non-performing Owner for such work if it impacts the non-performing Owner's Parcel within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any Utility Line installed pursuant to the foregoing grant of easement which is then located on such Owner's Parcel, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of the other Parcel served by the Utility Line, (ii) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line, (iii) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (iv) shall be performed without cost or expense to the other Owner or occupant of the other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the non-performing Owner within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably

required by any public or private utility for the purpose of providing the Utility Lines described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

2.4 Maintenance Easement. Declarant, as grantor, hereby grants to the Owners, their respective employees, agents, and contractors, as grantees, an easement over and across the Common Area for the purpose of protecting the Common Area and operating or performing any maintenance, repairs, resurfacing or replacements pursuant to Sections 2.3(a).

2.5 Encroachment on Easements. The Owners acknowledge and agree that incidental encroachments upon the Common Area subject to the easements granted pursuant to this Declaration may occur as a result of the use of ladders, scaffolds, store front barricades, staging areas and similar facilities in connection with the construction, maintenance, repair, replacement, or alteration of the Buildings, Service Facilities, improvements, signs, and Utility Lines located on the Parcel, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with the use of the Common Area or with the normal operation of any business on the Parcels.

Owners are prohibited from permanently encroaching on the Common Area, whether through the construction, enlargement or alteration of the Building, Service Facility or any other building, enclosure, or improvement unless the Owner seeking to encroach on the Common Area obtains the other Owner's written consent or the proposed encroachment will not materially impact the other Owner's use of the Common Area under any of the easements granted under this Section 2.

3. OPERATION OF COMMON AREA.

3.1 Protection of Common Areas. The Owners shall have the right to take such steps as they deem necessary to prevent those persons not authorized by this Declaration to use the Common Area for ingress, egress, and parking.

4. COMMON AREA MAINTENANCE.

4.1 Maintenance by Individual Owners. Except as otherwise provided in this Declaration, commencing on the date of this Declaration, each Owner, at such Owner's sole cost and expense, shall maintain the Buildings, Common Area and Service Facilities located on such Owner's Parcel at all times in good and clean condition and repair in a quality and condition comparable to the quality and condition of common areas within the general area in which the Parcels are located. Said maintenance to include, without limitation, the following:

(a) Maintaining, restriping, repairing, and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability.

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition.

(c) Maintaining, repairing, and replacing, when necessary, all traffic directional signs, markers, and lines.

(d) Operating, maintaining, repairing, and replacing, when necessary, such artificial lighting facilities as shall be reasonably required.

(e) Maintaining all landscaped areas (including those in any public right of way located on the perimeter of the Parcels) including, without limitation, replacing shrubs and other landscaping as is necessary and irrigating the same. Each owner agrees it shall pay its share of costs for irrigation provided by any associations existing or formed hereafter for such purposes and agrees to be bound by any documents governing such an association.

(f) At the written election of Declarant, for so long as Declarant desires, all, or any portion of the items a - e shall be performed pursuant to a single contract. Each Parcel shall be liable for its pro-rata share of the costs of such contracts, based upon the size of the parcel.

(g) Maintaining, repairing, and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls, or barricades constructed pursuant to Section 3.1 of this Declaration).

(h) Maintaining, repairing and replacing, when necessary, all Utility Lines not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located on its Parcel provided, however, that all Common Utility Lines shall be maintained as provided in Section 2.3.

(i) Maintaining, repairing, and replacing, when necessary, all Service Facilities.

(j) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Owner of each Parcel shall remain responsible and liable for the performance of all of said services on such Owner's Parcel in accordance with the terms of this Declaration and for the performance of any such third party or

parties under any such contract or contracts.

4.2 Indemnification. The Owner of each Parcel hereby agrees to indemnify, defend and hold harmless the Owner and occupants of the other Parcel from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, or arising out of the performance or nonperformance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

4.3 Insurance. The Owners shall at all times provide and maintain or cause to be provided and maintained commercial general liability insurance with broad form coverage (including broad form property damage coverage) insuring the portion of the Common Area on its Parcel with respect to bodily injury, death or property damage or destruction in an amount not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence, and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Said insurance shall be written with an insurer licensed to do business in the state in which the Parcel is located. The Owner of each Parcel shall furnish the Owner of any other Parcel with a certificate evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder

may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Declaration.

If the limits of such insurance become inadequate due to the changes in overall price level or the size of claims being experienced, the limits shall increase to provide adequate coverage for the Common Areas in accordance with limits for similarly situated and comparable industrial common areas. The Owners shall review the insurance limits every five (5) years to determine whether the insurance limits are adequate and negotiate what insurance limits should be required under this Section 4.3. Any increased insurance limits agreed to by the Owners shall be memorialized in an agreement between the Owners and binding on the Owners as if the increased limits were set forth originally in this Declaration.

4.4 Taxes. Each Owner shall pay direct to the tax collector when due the real property taxes and other special taxes and assessments assessed against the Owner's Parcel, including the portion of the Common Area on such Owner's Parcel.

4.5 Right of the Owners to Maintain other Parcels. In the event the Owner of a Parcel fails to perform its obligations to operate, maintain, repair, replace or insure the Common Area in accordance with this Declaration ("**Defaulting Owner**"), the Owner of the other Parcel ("**Non-Defaulting Owner**") may, upon thirty (30) days' written notice, elect to assume all or any portion of such obligations. Anything to the contrary herein notwithstanding, in the event that an emergency condition should exist because of the failure of either Owner to perform any of their obligations to operate, maintain, repair, replace or insure any portion the Common Area in accordance with this Declaration, said Owner shall not be entitled to such notice and the Non-Defaulting Owner may immediately assume all or any portion of such obligations. For the

purpose of the preceding sentence, the phrase “**emergency condition**” shall mean any condition constituting an immediate risk of injury to person or serious damage to property. In the event the Non-Defaulting Owner assumes all or any portion of the obligations of the Defaulting Owner, the Defaulting Owner shall, within thirty (30) days of being invoiced therefor, reimburse the Non-Defaulting Owner for all costs of every kind or nature incurred by the Non-Defaulting Owner in performing such assumed obligations, including all expenses incurred for labor (including the reasonable cost of salaries and other costs or fringe benefits of persons actually employed by the Non-Defaulting Owner), services, equipment, supplies and materials used in performing such obligations and an administrative fee of ten percent (10%) of all the costs incurred. In the event the Non-Defaulting Owner assumes all or any portion of the obligations of the Defaulting Owner, the Non-Defaulting Owner may, in its sole discretion, perform such obligations itself or contract with third parties to perform such assumed obligations. The Non-Defaulting Owner shall not be liable for any failure to perform any obligations assumed by it pursuant to this Section 4.5 unless it has first been given written notice describing the item or items of nonperformance and an opportunity to cure the alleged failure in accordance with Sections 5.8 (Default) and 5.9 (Notices). In any event, the liability of the Non-Defaulting Owner to the Defaulting Owner or occupant of the Non-Defaulting Owner’s Parcel for damages resulting from or relating to the performance or nonperformance of items by the Non-Defaulting Owner under this Section 4.5 shall be limited to the cost of performing such item; it being specifically agreed and understood that in no event shall the Non-Defaulting Owner be liable to any person for incidental or consequential damages on account thereof.

5. GENERAL PROVISIONS.

5.1 Covenants Run with the Land. Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof and shall run with the land.

5.2 Successors and Assigns. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

5.3 Duration. Except as otherwise provided herein, the term of this Declaration shall be perpetual.

5.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, either of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right to injunction shall be in addition to all other remedies set forth in this Declaration or

provided by law.

5.5 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of at least four parcels, and then only by written instrument duly executed and acknowledged by both Owners and recorded in the office of the recorder of the county in which the Parcels are located.

5.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

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

5.8 Default.

(a) A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said

thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

(b) In the event the defaulting party has defaulted in the payment of money to the Owner, the Owner, in addition to other remedies provided by law, shall be entitled to interest on such amount at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate two percent (2%) above the prime rate as published in the Wall Street Journal commencing on the date such payment was due pursuant to this Declaration until paid in full.

5.9 Notices.

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charges prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Parcels are located.

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term “**receipt**” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the

address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

5.10 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions contained herein by the same or any other person.

5.11 Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' and paralegals' fees (including its reasonable costs and attorneys' and paralegals' fees on any appeal).

5.12 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

5.13 Not a Partnership. The provisions of this Declaration are not intended to create,

nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

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

5.15 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

5.16 Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

5.17 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

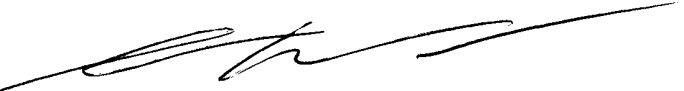
5.18 Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

5.19 Recordation. This Declaration shall be recorded in the office of the recorder of the county in which the Parcels are located.

5.20 Nonmerger. Ownership of more than one Parcel by the same Owner shall not result in the merger of the dominant and servient estates of such Owner created by this Declaration.

EXECUTED as of the day and year first above written.

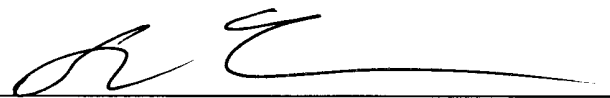
DECLARANT:
Southridge Farm LLC, an Idaho limited liability company


By: _____
Name: Tim Eck
Title: Manager

STATE OF Idaho)
) ss.
County of Ada)

On this 22 day of November, 2022, before me, Steven Tualaualei,
a Notary Public in and for said State, personally appeared Tim Eck,
known or identified to me to be the Manager, or the person who executed the
instrument on behalf of said entity and acknowledged to me that such entity executed the same.

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


Notary Public for Idaho
Residing at Engle, ID
My commission expires _____

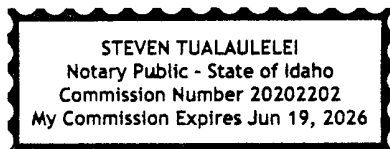
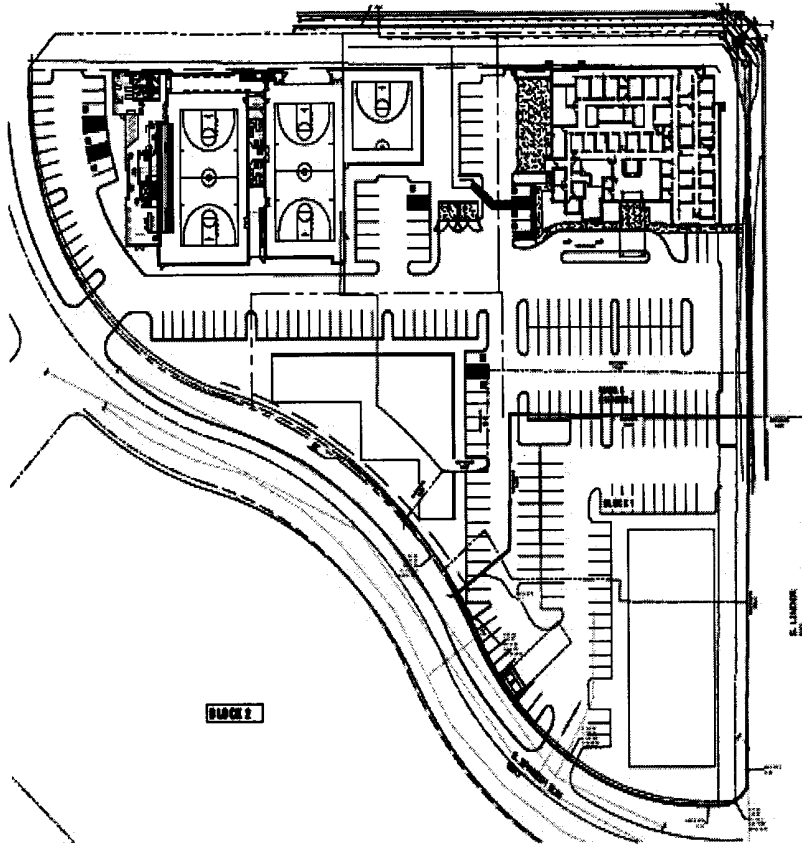


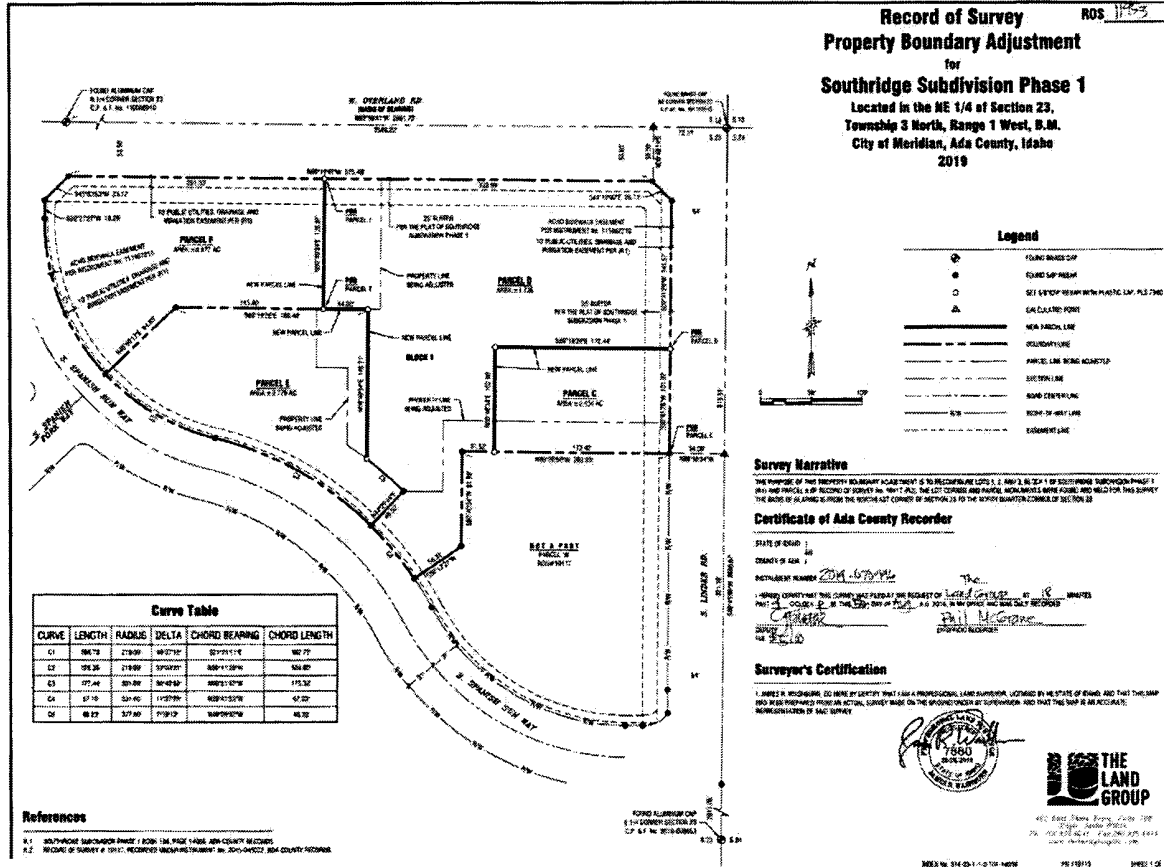
Exhibit A-1 Conceptual Layout



SITE PLAN
SCALE 1"=50' 0"

11.322
100 KADAM
100 200

Exhibit A-2 Parcel Layout



**Exhibit B
Parcels**

PARCEL A

A parcel of land being a portion of Lots 4 and 5, Block 1 of Southridge Subdivision Phase 1, as said Subdivision is recorded in Book 104 of Plats at Page 14056 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows;

Commencing at the Section Corner common to Sections 13, 14, 23 and 24 of said Township 3 North, Range 1 East;

Thence South 00°41'26" West a distance of 318.51 feet on the Section Line common to said Sections 23 and 24;
Thence North 89°18'34" West a distance of 54.00 feet to a point on the westerly Right-of-Way line of South Linder Road and on the easterly Lot Line of 4, Block 1 of said Southridge Subdivision Phase 1, said point being the POINT OF BEGINNING;

Thence South 00°41'26" West a distance of 229.51 feet on said westerly Right-of-Way line and the easterly lot line of Lots 4 and 5 of said Block 1;

Thence South 00°27'19" East a distance of 22.98 feet on said Right-of-Way line and Lot Line to a point of non-tangent curve;

Thence on the Northerly Right-of-Way Line of South Spanish Sun Way and the southerly lot line of said Lot 5 for the following courses and distances:

Thence 28.60 feet on the arc of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 54°37'08", a chord bearing of South 63°22'52" West, and chord distance of 27.53 feet;

Thence North 89°18'34" West a distance of 17.31 feet to a point of curve;

Thence 233.59 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 61°06'48", a chord bearing of North 58°45'10" West, and chord distance of 222.68 feet to a point of reverse curve;

Thence 32.84 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 05°41'05", a chord bearing of North 31°02'18" West, and chord distance of 32.83 feet;

Thence leaving said Right-of-Way line and Lot Line, North 56°12'21" East a distance of 56.31 feet;

Thence North 00°40'34" East a distance of 91.96 feet;

Thence South 89°20'56" East a distance of 203.93 feet to the point of beginning.

Said Parcel contains 1.21 acres more or less.



PARCEL C:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL C DESCRIPTION**

A parcel of land being a portion of Parcel B as shown on Record of Survey Number 10117 of Ada County Records, and a portion of Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 23 of said Township 3 North, Range 1 West, (from which point the West One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence from said Section Corner, South 00°41'26" West, a distance of 318.51 feet on the east line of said Section 23;

Thence North 89°18'34" West, a distance of 54.00 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point being the northeast corner of Parcel "A" as shown on said Record of Survey number 10117, and being the POINT OF BEGINNING;

Thence North 89° 20' 56" West, a distance of 172.42 feet on the north line of said Parcel "A";

Thence North 00° 40' 34" East, a distance of 102.00 feet;

Thence South 89° 19' 26" East, a distance of 172.44 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1;

Thence South 00° 41' 26" West, a distance of 101.92 feet on said exterior boundary line to the POINT OF BEGINNING.

PARCEL D:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL D DESCRIPTION**

A parcel land being a portion of Parcel B as shown on Record of Survey Number 10117 of Ada County Records, and a portion of Lot 1 and Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the West One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence South 00°41'26" West, a distance of 318.51 feet on said east line of Section 23;

Thence North 89°18'34" West, a distance of 54.00 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point being the northeast corner of Parcel "A" as shown on said Record of Survey Number 10117;

Thence North 00°41'26" East, a distance of 101.92 feet on the exterior boundary line of said Block 1 to the POINT OF BEGINNING;

Thence North 89° 19' 26" West, a distance of 172.44 feet;

Thence South 00° 40' 34" West, a distance of 102.00 feet to a point on the north boundary line of said Parcel "A";

Thence North 89° 20' 56" West, a distance of 31.52 feet on said north boundary line of Parcel "A" to the northwest corner of said Parcel "A";

Thence South 00° 40' 34" West, a distance of 91.96 feet on the west boundary line of said Parcel "A";

Thence South 56° 12' 21" West, a distance of 56.31 feet on the west boundary line of said Parcel "A" to a point on a curve on the southerly boundary line of said Block 1;

Thence 67.15 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 11° 37' 25", a chord bearing of North 39° 41' 33" West, and a chord length of 67.03 feet on said southerly boundary line of Block 1 to the southeast corner of Lot 3, Block 1 of said Southridge Subdivision Phase 1;

Thence North 44° 29' 44" East, a distance of 46.50 feet on the easterly lot line of said Lot 3 to a point of curve;

Thence 48.23 feet on the arc of a curve to the left, said curve having a radius of 377.50 feet, a central angle of 07° 19' 12", a chord bearing of North 49° 09' 52" West, and a chord length of 48.20 feet on the easterly lot line of said Lot 3;

Thence North 00° 40' 34" East, a distance of 146.21 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1;
Thence North 89° 19' 26" West, a distance of 44.00 feet on said southerly lot line;
Thence North 00° 40' 34" East, a distance of 126.97 feet to a point on the northerly boundary line of Block 1 of said Southridge Subdivision Phase 1, said line also being the southerly right-of-way line of West Overland Road;
Thence South 89° 19' 41" East, a distance of 323.99 feet on the northerly boundary line of said Block 1 and said southerly right-of-way line;
Thence South 44° 19' 00" East, a distance of 26.15 feet on the northerly boundary line of said Block 1 to a point on the westerly right-of-way line of South Linder Road;
Thence South 00° 41' 26" West, a distance of 144.57 feet on the easterly boundary line of said Block 1 and said westerly right-of-way line to the POINT OF BEGINNING.

PARCEL E:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL E DESCRIPTION**

A parcel land being Lot 3 and a portion of Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, being located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence from said Section Corner, North 89°19'41" West, a distance of 72.51 feet on the north line of said Section 23;

Thence South 00°40'19" West, a distance of 53.50 feet to an angle point on the northerly boundary line of Block 1 of said Southridge Subdivision Phase 1;

Thence North 89°19'41" West, a distance of 323.99 feet on said northerly boundary line of Block 1 of said Southridge Subdivision Phase 1 and the southerly right-of-way line of West Overland Road;

Thence South 00°40'34" West, a distance of 126.97 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1, said point being the POINT OF BEGINNING;

Thence South 89°19'26" East, a distance of 44.00 feet on the southerly lot line of Lot 1, Block 1;

Thence South 00°40'34" West, a distance of 146.21 feet to a point on a curve on the exterior lot line of Lot 3, Block 1 of said Southridge Subdivision Phase 1;

Thence on the exterior lot line of said Lot 3, Block 1 for the following courses and distances:

Thence 48.23 feet on the arc of a curve to the right, said curve having a radius of 377.50 feet, a central angle of 07°19'12", a chord bearing of South 49°09'52" East, and a chord length of 48.20 feet;

Thence South 44°29'44" West, a distance of 46.50 feet to a point of curve, said point being on the northerly right-of-way line of South Spanish Sun Way;

Thence 177.44 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 30°42'53", a chord bearing of North 60°51'42" West, and a chord length of 175.32 feet to a point of reverse curve;

Thence 126.35 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 33°03'21", a chord bearing of North 59°41'28" West, and a chord length of 124.60 feet to the southerly lot corner common to Lots 1 and 3, Block 1 of said Subdivision;

Thence North 46°50'12" East, a distance of 94.83 feet;

Thence South 89°19'26" East, a distance of 145.40 feet to the POINT OF BEGINNING.



PARCEL F:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL F DESCRIPTION**

A parcel land being a portion of Lot 1, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, being located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which the North One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence North 89°19'41" West, a distance of 72.51 feet on the north line of said Section 23;

Thence South 00°40'19" West, a distance of 53.50 feet to an angle point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point also being on the southerly right-of-way line of West Overland Road;

Thence North 89°19'41" West, a distance of 323.99 feet on the exterior boundary line of said Block 1 and said southerly right-of-way line to the POINT OF BEGINNING;

Thence South 00° 40' 34" West, a distance of 126.97 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1;

Thence on the exterior lot line of lot 1, Block 1 of said Southridge Subdivision Phase 1 for the following courses and distances:

Thence North 89° 19' 26" West, a distance of 145.40 feet;

Thence South 46° 50' 12" West, a distance of 94.83 feet to a point of curve on the northerly right-of-way line of South Spanish Sun Way;

Thence 166.73 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 43° 37' 15", a chord bearing of North 21° 21' 11" West, and a chord length of 162.73 feet;

Thence North 00° 27' 27" East, a distance of 18.28 feet;

Thence North 45° 33' 53" East, a distance of 33.17 feet to a point on the southerly right-of-way line of said West Linder Road;

Thence South 89° 19' 41" East, a distance of 251.50 feet to the POINT OF BEGINNING.

THIS INSTRUMENT FILED FOR RECORD
BY FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS,
GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE
AGREEMENT OF SOUTHRIDGE SUBDIVISION PHASE 1**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, GRANT
OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT OF
SOUTHRIDGE SUBDIVISION PHASE 1 (“**Declaration**”) is made as of the 27th day of
December, 2022, by Southridge Farm LLC, an Idaho limited liability company (“**Declarant**”)
and supersedes that certain Declaration of Restrictions Grant of Easement and Common Area
Maintenance Agreement recorded in records of Ada County , Idaho on November 23, 2022 as
Instrument Number 2022-095031.

PRELIMINARY.

1.1 Definitions.

(a) “**Declarant**”: The entity named above, together with any entity succeeding
thereto by consolidation, merger, or acquisition of its assets substantially as an entirety, and any
wholly owned subsidiary thereof, and whose current address is 6357 Buena Vista Lane, Star Idaho
83669.

(b) “**Buildings**”: Those buildings which are from time to time constructed on
the Parcels. It is contemplated that the Buildings, Common Area, and Service Facilities shall be
developed as set forth on Exhibit A-1 attached hereto, but so long as Declarant owns any Parcel
all construction or alterations of the foregoing may be made with the written consent of Declarant
as set forth in this Declaration.

(c) **“Common Area”**: All those areas on the Parcels which are not Buildings, or Service Facilities.

(d) **“Owner”**: The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors, and assigns.

(e) **“Parcels”**: A, C, D, E, and F collectively, more particularly described on Exhibit B and depicted on Exhibit A -2 attached hereto and incorporated herein. Notwithstanding the fact Exhibit A-2 states Parcel A is “Not A Part,” Parcel A is included and governed by this Declaration. So long as Declarant owns adjacent Parcels, Declarant reserves the right to adjust the boundary between such Parcels in its sole and absolute discretion.

(f) **“person”**: Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other forms of business or legal entity.

(g) **“Restrictions”**: The easements, covenants, restrictions, liens, and encumbrances contained in this Declaration.

(h) **“Service Facilities”**: Loading docks, trash enclosures and compactors, exterior coolers, electrical and refrigeration facilities, storage areas, drive up aisles and other similar service facilities which are outside of the Buildings, but which are designed and intended for the exclusive use of one of the Owners.

(i) **“Utility Lines”**: “Utility Lines” shall mean those facilities and systems for transmissions of utility services, including, but not limited to, stormwater drainage and storage systems or structures or both; fire protection, irrigation, and domestic water mains; lift stations; sewer lines and systems; fire and landscape water sprinkler systems; telephone lines; electrical

conduits or systems, gas mains and other public or private utilities. “**Common Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service to more than one Parcel. “**Separate Utility Lines**” shall mean those Utility Lines which are installed to provide the applicable service to only one Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a single building shall be considered a Separate Utility Line.

1.2 Indemnification. Each Owner shall indemnify, defend and hold harmless the other Owner and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorneys’ fees and reasonable attorneys’ fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of the indemnifying Owner’s Building or the Service Facilities, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

2. EASEMENTS.

2.1 Ingress and Egress.

(a) Declarant, as grantor, hereby grants to the Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, and there is hereby created and reserved, for the benefit of the Parcels belonging to the Owner, as grantees, a reciprocal, perpetual, nonexclusive easement for ingress and egress (but no cross-parking rights are created pursuant to this Declaration) by vehicular and pedestrian traffic upon, over and across the Common Area of the Parcels designed for such use, as the same may be reconfigured from time to time.

(b) The use of the Common Area shall not infringe upon the Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees, and invitees of such tenants' use of the marked parking spaces or Service Facilities on the Parcels. Once constructed, the Owner of a Parcel shall have right to relocate drive aisles on its Parcel, provided that the relocations do not materially and adversely affect the use of the Common Area which are subject to easements granted pursuant to this Declaration or the access to the public rights of way on the Parcels. Notwithstanding the foregoing, so long as Declarant owns a Parcel, any relocation of drive aisles shall require the written consent of Declarant.

2.2 Development Standards/Use Restrictions.

(a) Construction and Alterations. So long as Declarant owns any of the Parcels, prior to the construction or alteration of improvements on the Parcels (including but not limited to Common Areas, Service Facilities and/or the exterior of Buildings), all so construction or alterations shall require the prior written approval of Declarant or alterations to existing improvements which are visible from the exterior, shall require the approval of Declarant which consent may not be unreasonably withheld, conditioned or delayed.

(b) Use Restrictions. The parcels shall be used only for all allowed non-residential uses consistent with applicable laws, and for no other use without the consent of Declarant, which consent may not be unreasonably withheld, conditioned, or delayed.

2.3 Utility Lines.

(a) Declarant, as grantor, hereby grants to the Owners, as grantees, for the

benefit of the Parcels, a perpetual nonexclusive easement under, through and across the Common Area for the installation, operation, maintenance, repair, and replacement of Utility Lines, to the extent the installation of Utility Lines on the Parcel served thereby is impractical. All such Utility Lines shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other Utility Lines as are required to be above ground by the utility providing such service under applicable laws, rules, or regulations (including temporary service required during the construction, maintenance, repair, replacement, alteration, or expansion of the Buildings). The installation, operation, maintenance, repair, and replacement of such Utility Lines shall not unreasonably interfere with the use of the improved Common Area. The Owners shall be responsible for and shall bear all costs related to the installation, operation, maintenance, repair, and replacement of such Utility Lines as follows:

(i) **Separate Utility Lines.** All costs associated with the installation, operation, maintenance, repair, and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(ii) **Common Utility Lines.** All costs associated with the installation, operation, maintenance repair and replacement of Common Utility Lines shall be equally allocated among the Owners of the Parcels served thereby. Except as may be otherwise provided in Article 4, the installation, operation, maintenance, repair, and replacement of Common Utility Lines may be performed by the Owner of any Parcel served thereby. The Owner performing such installation, operation, maintenance, repair, or replacement of a Common Utility Line (“**Performing Owner**”) shall bill the Owner(s) of the other Parcel(s) served thereby for each such Owner’s proportionate share of the costs incurred by the

Performing Owner not more often than monthly in arrears and such costs shall be payable within thirty (30) days after receipt of an invoice therefor and, if requested, reasonable supporting documentation.

(iii) **Obligations.** The Owner performing such installation, operation, maintenance, repair or replacement, shall repair to the original specifications any damage to the Buildings, Service Facilities, improvements, signs, Utility Lines or Common Area resulting from such use and shall provide as-built plans for all such Utility Lines to the other non-performing Owner for such work if it impacts the non-performing Owner's Parcel within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any Utility Line installed pursuant to the foregoing grant of easement which is then located on such Owner's Parcel, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of the other Parcel served by the Utility Line, (ii) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line, (iii) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (iv) shall be performed without cost or expense to the other Owner or occupant of the other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the non-performing Owner within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably

required by any public or private utility for the purpose of providing the Utility Lines described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

2.4 Maintenance Easement. Declarant, as grantor, hereby grants to the Owners, their respective employees, agents, and contractors, as grantees, an easement over and across the Common Area for the purpose of protecting the Common Area and operating or performing any maintenance, repairs, resurfacing or replacements pursuant to Sections 2.3(a).

2.5 Encroachment on Easements. The Owners acknowledge and agree that incidental encroachments upon the Common Area subject to the easements granted pursuant to this Declaration may occur as a result of the use of ladders, scaffolds, store front barricades, staging areas and similar facilities in connection with the construction, maintenance, repair, replacement, or alteration of the Buildings, Service Facilities, improvements, signs, and Utility Lines located on the Parcel, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with the use of the Common Area or with the normal operation of any business on the Parcels.

Owners are prohibited from permanently encroaching on the Common Area, whether through the construction, enlargement or alteration of the Building, Service Facility or any other building, enclosure, or improvement unless the Owner seeking to encroach on the Common Area obtains the other Owner's written consent or the proposed encroachment will not materially impact the other Owner's use of the Common Area under any of the easements granted under this Section 2.

3. OPERATION OF COMMON AREA.

3.1 Protection of Common Areas. The Owners shall have the right to take such steps as they deem necessary to prevent those persons not authorized by this Declaration to use the Common Area for ingress, egress, and parking.

4. COMMON AREA MAINTENANCE.

4.1 Maintenance by Individual Owners. Except as otherwise provided in this Declaration, commencing on the date of this Declaration, each Owner, at such Owner's sole cost and expense, shall maintain the Buildings, Common Area and Service Facilities located on such Owner's Parcel at all times in good and clean condition and repair in a quality and condition comparable to the quality and condition of common areas within the general area in which the Parcels are located. Said maintenance to include, without limitation, the following:

(a) Maintaining, restriping, repairing, and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability.

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition.

(c) Maintaining, repairing, and replacing, when necessary, all traffic directional signs, markers, and lines.

(d) Operating, maintaining, repairing, and replacing, when necessary, such artificial lighting facilities as shall be reasonably required.

(e) Maintaining all landscaped areas (including those in any public right of way located on the perimeter of the Parcels) including, without limitation, replacing shrubs and other landscaping as is necessary and irrigating the same. Each owner agrees it shall pay its share of costs for irrigation provided by any associations existing or formed hereafter for such purposes and agrees to be bound by any documents governing such an association.

(f) At the written election of Declarant, for so long as Declarant desires, all, or any portion of the items a - e shall be performed pursuant to a single contract. Each Parcel shall be liable for its pro-rata share of the costs of such contracts, based upon the size of the parcel.

(g) Maintaining, repairing, and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls, or barricades constructed pursuant to Section 3.1 of this Declaration).

(h) Maintaining, repairing, and replacing, when necessary, all Utility Lines not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located on its Parcel provided, however, that all Common Utility Lines shall be maintained as provided in Section 2.3.

(i) Maintaining, repairing, and replacing, when necessary, all Service Facilities.

(j) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Owner of each Parcel shall remain responsible and liable for the performance of all of said services on such Owner's Parcel in accordance with the terms of this Declaration and for the performance of any such third party or parties under any such contract or contracts.

4.2 Indemnification. The Owner of each Parcel hereby agrees to indemnify, defend and hold harmless the Owner and occupants of the other Parcel from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, or arising out of the performance or nonperformance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

4.3 Insurance. The Owners shall at all times provide and maintain or cause to be provided and maintained commercial general liability insurance with broad form coverage (including broad form property damage coverage) insuring the portion of the Common Area on its Parcel with respect to bodily injury, death or property damage or destruction in an amount not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence, and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Said insurance shall be written with an insurer licensed to do business in the state in which the Parcel is located. The Owner of each Parcel shall furnish the Owner of any other Parcel with a certificate evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this

Declaration.

If the limits of such insurance become inadequate due to the changes in overall price level or the size of claims being experienced, the limits shall increase to provide adequate coverage for the Common Areas in accordance with limits for similarly situated and comparable industrial common areas. The Owners shall review the insurance limits every five (5) years to determine whether the insurance limits are adequate and negotiate what insurance limits should be required under this Section 4.3. Any increased insurance limits agreed to by the Owners shall be memorialized in an agreement between the Owners and binding on the Owners as if the increased limits were set forth originally in this Declaration.

4.4 Taxes. Each Owner shall pay direct to the tax collector when due the real property taxes and other special taxes and assessments assessed against the Owner's Parcel, including the portion of the Common Area on such Owner's Parcel.

4.5 Right of the Owners to Maintain other Parcels. In the event the Owner of a Parcel fails to perform its obligations to operate, maintain, repair, replace or insure the Common Area in accordance with this Declaration ("**Defaulting Owner**"), the Owner of the other Parcel ("**Non-Defaulting Owner**") may, upon thirty (30) days' written notice, elect to assume all or any portion of such obligations. Anything to the contrary herein notwithstanding, in the event that an emergency condition should exist because of the failure of either Owner to perform any of their obligations to operate, maintain, repair, replace or insure any portion the Common Area in accordance with this Declaration, said Owner shall not be entitled to such notice and the Non-Defaulting Owner may immediately assume all or any portion of such obligations. For the purpose of the preceding sentence, the phrase "**emergency condition**" shall mean any condition

constituting an immediate risk of injury to person or serious damage to property. In the event the Non-Defaulting Owner assumes all or any portion of the obligations of the Defaulting Owner, the Defaulting Owner shall, within thirty (30) days of being invoiced therefor, reimburse the Non-Defaulting Owner for all costs of every kind or nature incurred by the Non-Defaulting Owner in performing such assumed obligations, including all expenses incurred for labor (including the reasonable cost of salaries and other costs or fringe benefits of persons actually employed by the Non-Defaulting Owner), services, equipment, supplies and materials used in performing such obligations and an administrative fee of ten percent (10%) of all the costs incurred. In the event the Non-Defaulting Owner assumes all or any portion of the obligations of the Defaulting Owner, the Non-Defaulting Owner may, in its sole discretion, perform such obligations itself or contract with third parties to perform such assumed obligations. The Non-Defaulting Owner shall not be liable for any failure to perform any obligations assumed by it pursuant to this Section 4.5 unless it has first been given written notice describing the item or items of nonperformance and an opportunity to cure the alleged failure in accordance with Sections 5.8 (Default) and 5.9 (Notices). In any event, the liability of the Non-Defaulting Owner to the Defaulting Owner or occupant of the Non-Defaulting Owner's Parcel for damages resulting from or relating to the performance or nonperformance of items by the Non-Defaulting Owner under this Section 4.5 shall be limited to the cost of performing such item; it being specifically agreed and understood that in no event shall the Non-Defaulting Owner be liable to any person for incidental or consequential damages on account thereof.

5. GENERAL PROVISIONS.

5.1 Covenants Run with the Land. Each Restriction on each Parcel shall be a burden

on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof and shall run with the land.

5.2 Successors and Assigns. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

5.3 Duration. Except as otherwise provided herein, the term of this Declaration shall be perpetual.

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

5.5 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the unanimous consent of the Owners (which consent may not be unreasonably withheld, conditioned or delayed), and then only by written instrument duly executed and acknowledged by both Owners and recorded in the office of the recorder of the county in which the Parcels are located.

5.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

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

5.8 Default.

(a) A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure

(except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

(b) In the event the defaulting party has defaulted in the payment of money to the Owner, the Owner, in addition to other remedies provided by law, shall be entitled to interest on such amount at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate two percent (2%) above the prime rate as published in the Wall Street Journal commencing on the date such payment was due pursuant to this Declaration until paid in full.

(c) In the event of a default, any non-defaulting Owner may record a lien on the property of the defaulting Owner for any sums due to the non-defaulting Owner. Further, any non-defaulting Owner shall have any and all remedies available to it at law, in equity or pursuant to this Declaration in the event of a default by another Owner.

5.9 Notices.

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charges prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Parcels are located.

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term “**receipt**” shall mean the earlier

of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

5.10 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions contained herein by the same or any other person.

5.11 Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' and paralegals' fees (including its reasonable costs and attorneys' and paralegals' fees on any appeal).

5.12 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

5.13 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any

other similar relationship between the parties.

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

5.15 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

5.16 Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

5.17 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.18 Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

5.19 Recordation. This Declaration shall be recorded in the office of the recorder of the county in which the Parcels are located.

5.20 Nonmerger. Ownership of more than one Parcel by the same Owner shall not result in the merger of the dominant and servient estates of such Owner created by this Declaration.

EXECUTED as of the day and year first above written.

DECLARANT:

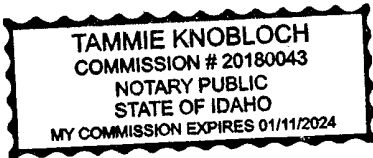
Southridge Farm LLC, an Idaho limited liability company

By: [Signature]
Name: Timothy W. ECA
Title: Manager

STATE OF Idaho)
County of Canyon) ss.

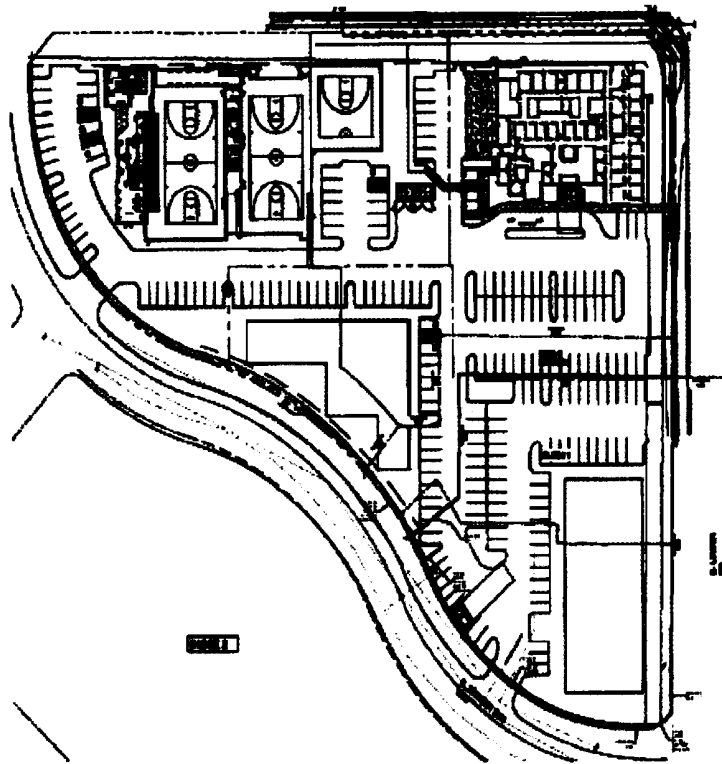
On this 27 day of Dec, 2022, before me, Tammie K Knobloch,
a Notary Public in and for said State, personally appeared Timothy W. ECA,
known or identified to me to be the Manager, or the person who executed the
instrument on behalf of said entity and acknowledged to me that such entity executed the same.

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



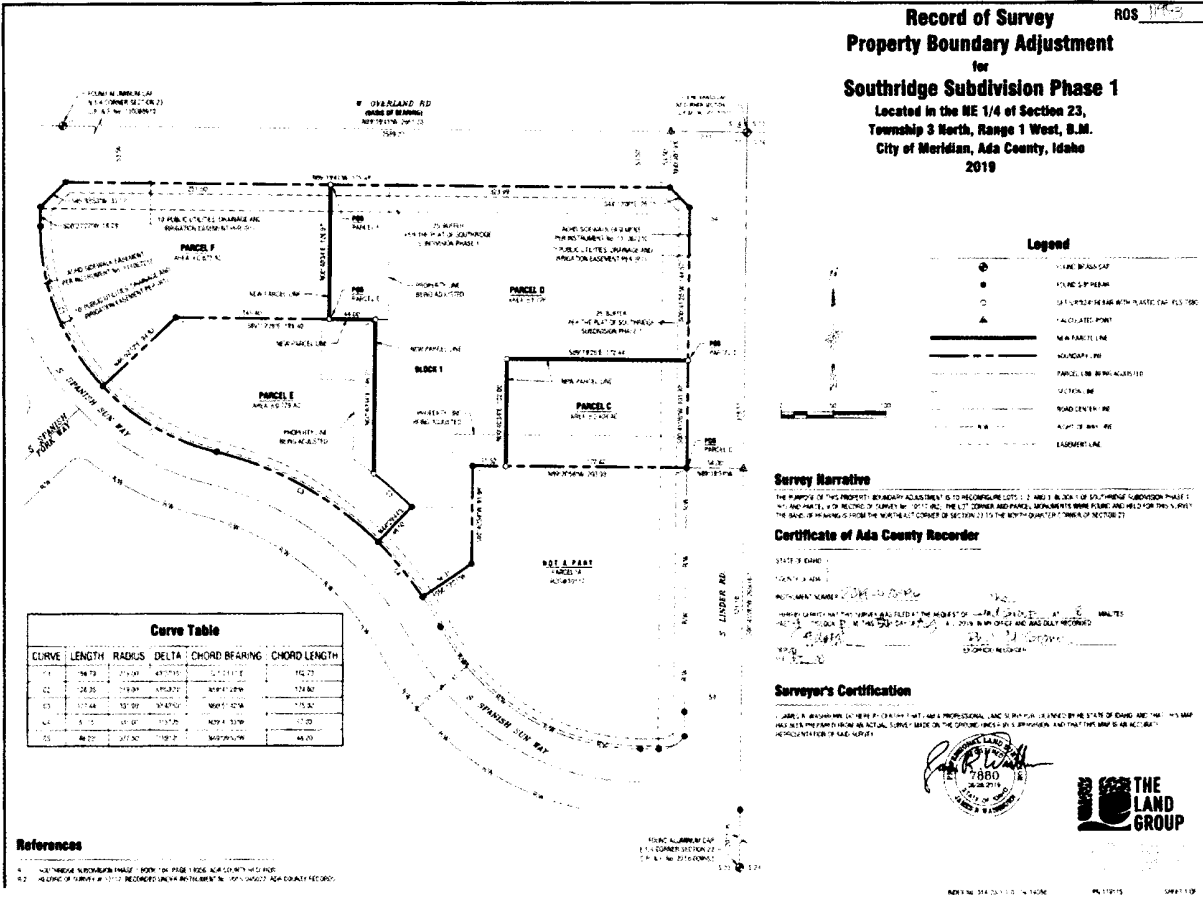
Tammie K Knobloch
Notary Public for Idaho
Residing at Star ID
My commission expires 8/26 1-11-27
AD

Exhibit A-1
Conceptual Layout



11.382
400' Center
11.382

Exhibit A-2 Parcel Layout



**Exhibit B
Parcels**

PARCEL A

A parcel of land being a portion of Lots 4 and 5, Block 1 of Southridge Subdivision Phase 1, as said Subdivision is recorded in Book 104 of Plats at Page 14056 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows;

Commencing at the Section Corner common to Sections 13, 14, 23 and 24 of said Township 3 North, Range 1 East;

Thence South 00°41'26" West a distance of 318.51 feet on the Section Line common to said Sections 23 and 24;

Thence North 89°18'34" West a distance of 54.00 feet to a point on the westerly Right-of-Way line of South Linder Road and on the easterly Lot Line of 4, Block 1 of said Southridge Subdivision Phase 1, said point being the POINT OF BEGINNING;

Thence South 00°41'26" West a distance of 229.51 feet on said westerly Right-of-Way line and the easterly lot line of Lots 4 and 5 of said Block 1;

Thence South 00°27'19" East a distance of 22.98 feet on said Right-of-Way line and Lot Line to a point of non-tangent curve;

Thence on the Northerly Right-of-Way Line of South Spanish Sun Way and the southerly lot line of said Lot 5 for the following courses and distances:

Thence 28.60 feet on the arc of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 54°37'08", a chord bearing of South 63°22'52" West, and chord distance of 27.53 feet;

Thence North 89°18'34" West a distance of 17.31 feet to a point of curve;

Thence 233.59 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 61°06'48", a chord bearing of North 58°45'10" West, and chord distance of 222.68 feet to a point of reverse curve;

Thence 32.84 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 05°41'05", a chord bearing of North 31°02'18" West, and chord distance of 32.83 feet;

Thence leaving said Right-of-Way line and Lot Line, North 56°12'21" East a distance of 56.31 feet;

Thence North 00°40'34" East a distance of 91.96 feet;

Thence South 89°20'56" East a distance of 203.93 feet to the point of beginning.

Said Parcel contains 1.21 acres more or less.



PARCEL C:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL C DESCRIPTION**

A parcel of land being a portion of Parcel B as shown on Record of Survey Number 10117 of Ada County Records, and a portion of Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 23 of said Township 3 North, Range 1 West, (from which point the West One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence from said Section Corner, South 00°41'26" West, a distance of 318.51 feet on the east line of said Section 23;

Thence North 89°18'34" West, a distance of 54.00 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point being the northeast corner of Parcel "A" as shown on said Record of Survey number 10117, and being the POINT OF BEGINNING;

Thence North 89° 20' 56" West, a distance of 172.42 feet on the north line of said Parcel "A";

Thence North 00° 40' 34" East, a distance of 102.00 feet;

Thence South 89° 19' 26" East, a distance of 172.44 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1;

Thence South 00° 41' 26" West, a distance of 101.92 feet on said exterior boundary line to the POINT OF BEGINNING.

PARCEL D:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL D DESCRIPTION**

A parcel land being a portion of Parcel B as shown on Record of Survey Number 10117 of Ada County Records, and a portion of Lot 1 and Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the West One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence South 00°41'26" West, a distance of 318.51 feet on said east line of Section 23;

Thence North 89°18'34" West, a distance of 54.00 feet to a point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point being the northeast corner of Parcel "A" as shown on said Record of Survey Number 10117;

Thence North 00°41'26" East, a distance of 101.92 feet on the exterior boundary line of said Block 1 to the POINT OF BEGINNING;

Thence North 89° 19' 26" West, a distance of 172.44 feet;

Thence South 00° 40' 34" West, a distance of 102.00 feet to a point on the north boundary line of said Parcel "A";

Thence North 89° 20' 56" West, a distance of 31.52 feet on said north boundary line of Parcel "A" to the northwest corner of said Parcel "A";

Thence South 00° 40' 34" West, a distance of 91.96 feet on the west boundary line of said Parcel "A";

Thence South 56° 12' 21" West, a distance of 56.31 feet on the west boundary line of said Parcel "A" to a point on a curve on the southerly boundary line of said Block 1;

Thence 67.15 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 11° 37' 25", a chord bearing of North 39° 41' 33" West, and a chord length of 67.03 feet on said southerly boundary line of Block 1 to the southeast corner of Lot 3, Block 1 of said Southridge Subdivision Phase 1;

Thence North 44° 29' 44" East, a distance of 46.50 feet on the easterly lot line of said Lot 3 to a point of curve;

Thence 48.23 feet on the arc of a curve to the left, said curve having a radius of 377.50 feet, a central angle of 07° 19' 12", a chord bearing of North 49° 09' 52" West, and a chord length of 48.20 feet on the easterly lot line of said Lot 3;

Thence North 00° 40' 34" East, a distance of 146.21 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1;
Thence North 89° 19' 26" West, a distance of 44.00 feet on said southerly lot line;
Thence North 00° 40' 34" East, a distance of 126.97 feet to a point on the northerly boundary line of Block 1 of said Southridge Subdivision Phase 1, said line also being the southerly right-of-way line of West Overland Road;
Thence South 89° 19' 41" East, a distance of 323.99 feet on the northerly boundary line of said Block 1 and said southerly right-of-way line;
Thence South 44° 19' 00" East, a distance of 26.15 feet on the northerly boundary line of said Block 1 to a point on the westerly right-of-way line of South Linder Road;
Thence South 00° 41' 26" West, a distance of 144.57 feet on the easterly boundary line of said Block 1 and said westerly right-of-way line to the POINT OF BEGINNING.

PARCEL E:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL E DESCRIPTION**

A parcel land being Lot 3 and a portion of Lot 2, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, being located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which point the North One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);

Thence from said Section Corner, North 89°19'41" West, a distance of 72.51 feet on the north line of said Section 23;

Thence South 00°40'19" West, a distance of 53.50 feet to an angle point on the northerly boundary line of Block 1 of said Southridge Subdivision Phase 1;

Thence North 89°19'41" West, a distance of 323.99 feet on said northerly boundary line of Block 1 of said Southridge Subdivision Phase 1 and the southerly right-of-way line of West Overland Road;

Thence South 00°40'34" West, a distance of 126.97 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1, said point being the POINT OF BEGINNING;

Thence South 89°19'26" East, a distance of 44.00 feet on the southerly lot line of Lot 1, Block 1;

Thence South 00°40'34" West, a distance of 146.21 feet to a point on a curve on the exterior lot line of Lot 3, Block 1 of said Southridge Subdivision Phase 1;

Thence on the exterior lot line of said Lot 3, Block 1 for the following courses and distances:

Thence 48.23 feet on the arc of a curve to the right, said curve having a radius of 377.50 feet, a central angle of 07° 19' 12", a chord bearing of South 49° 09' 52" East, and a chord length of 48.20 feet;

Thence South 44° 29' 44" West, a distance of 46.50 feet to a point of curve, said point being on the northerly right-of-way line of South Spanish Sun Way;

Thence 177.44 feet on the arc of a curve to the left, said curve having a radius of 331.00 feet, a central angle of 30° 42' 53", a chord bearing of North 60° 51' 42" West, and a chord length of 175.32 feet to a point of reverse curve;

Thence 126.35 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 33° 03' 21", a chord bearing of North 59° 41' 28" West, and a chord length of 124.60 feet to the southerly lot corner common to Lots 1 and 3, Block 1 of said Subdivision;

Thence North 46° 50' 12" East, a distance of 94.83 feet;

Thence South 89° 19' 26" East, a distance of 145.40 feet to the POINT OF BEGINNING. 

PARCEL F:

**SOUTHRIDGE SUBDIVISION PHASE 1
BLOCK 1 PROPERTY BOUNDARY ADJUSTMENT
PARCEL F DESCRIPTION**

A parcel land being a portion of Lot 1, Block 1 of Southridge Subdivision Phase 1, as same is shown on the plat thereof, recorded in Book 104 of plats at page 14057 of Ada County Records, being located in the Northeast One Quarter of Section 23, Township 3 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 23 of said Township 3 North, Range 1 West, (from which the North One Quarter Corner of said Section 23 bears North 89°19'41" West, 2661.73 feet distant);
Thence North 89°19'41" West, a distance of 72.51 feet on the north line of said Section 23;
Thence South 00°40'19" West, a distance of 53.50 feet to an angle point on the exterior boundary line of Block 1 of said Southridge Subdivision Phase 1, said point also being on the southerly right-of-way line of West Overland Road;
Thence North 89°19'41" West, a distance of 323.99 feet on the exterior boundary line of said Block 1 and said southerly right-of-way line to the POINT OF BEGINNING;

Thence South 00° 40' 34" West, a distance of 126.97 feet to a point on the southerly lot line of Lot 1, Block 1 of said Southridge Subdivision Phase 1;
Thence on the exterior lot line of lot 1, Block 1 of said Southridge Subdivision Phase 1 for the following courses and distances:
Thence North 89° 19' 26" West, a distance of 145.40 feet;
Thence South 46° 50' 12" West, a distance of 94.83 feet to a point of curve on the northerly right-of-way line of South Spanish Sun Way;
Thence 166.73 feet on the arc of a curve to the right, said curve having a radius of 219.00 feet, a central angle of 43° 37' 15", a chord bearing of North 21° 21' 11" West, and a chord length of 162.73 feet;
Thence North 00° 27' 27" East, a distance of 18.28 feet;
Thence North 45° 33' 53" East, a distance of 33.17 feet to a point on the southerly right-of-way line of said West Linder Road;
Thence South 89° 19' 41" East, a distance of 251.50 feet to the POINT OF BEGINNING.

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
SOUTHRIDGE RESIDENTIAL SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Southridge Residential Subdivision (hereinafter "Second Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Southridge Residential Subdivision, recorded on June 1, 2015, in the Ada County Recorder's Office, as Instrument No. 2015-047435 ("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 December 30, 2011, the Final Plat for Southridge Subdivision Phase 1 was recorded in the Ada County Recorder's Office as Instrument No. 111106613.
- C. On or around June 1, 2015, the Declaration of Covenants, Conditions and Restrictions for Southridge Residential Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2015-047435 ("Enabling Declaration").
- D. On or around May 11, 2016, that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Southridge Residential Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2016-040134.
- E. Additional phases Nos. 2-5 for Southridge Residential 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

1. 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 21st day of May, 2025.

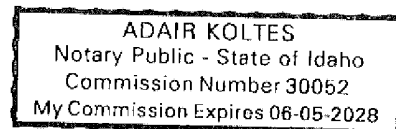
SOUTHRIDGE RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

By: Corey Barton
Its: President

STATE OF IDAHO)
: ss
COUNTY OF ADA)

On this 21st day of May, 2025, personally appeared before me Whitney Burnett, 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.

Adair Koltes
Notary Public
Residing at: Nampa, ID
My Commission Expires: 6-05-2028



DATED this 21st day of May, 2025.

SOUTHRIDGE RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

By: Whitney Burnett
Its: Secretary

STATE OF IDAHO)
: ss
COUNTY OF ADA)

On this 21st day of May, 2025, personally appeared before me Corey Barton, 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.

Adair Koltes
Notary Public
Residing at: Nampa, ID
My Commission Expires: 6-05-2028

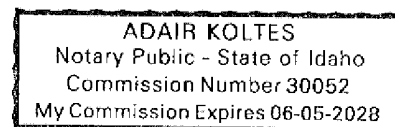


Exhibit "A"
Legal Description – Lots and Blocks

All Lots and Blocks on the Final Plat for Southridge Subdivision Phase 1, recorded in the Ada County Recorder's Office as Instrument No. 111106613.

All Lots and Blocks on the Final Plat for Southridge Subdivision Phase 2, recorded in the Ada County Recorder's Office as Instrument No. 2017-010307.

All Lots and Blocks on the Final Plat for Southridge Subdivision Phase 3, recorded in the Ada County Recorder's Office as Instrument No. 2020-020350.

All Lots and Blocks on the Final Plat for Southridge Subdivision Phase 4, recorded in the Ada County Recorder's Office as Instrument No. 2021-118735.

All Lots and Blocks on the Final Plat for Southridge Subdivision Phase 5, recorded in the Ada County Recorder's Office as Instrument No. 2023-000510.