



STILLWATER

**RESIDENTIAL SUPPLEMENT
TO THE
MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STILLWATER SUBDIVISION**

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List of Exhibits:

- Exhibit 1 – Legal Description of Residential Property
- Exhibit 2 – Side Yard Easement

**RESIDENTIAL SUPPLEMENT TO THE MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STILLWATER SUBDIVISION**

This *Residential Supplement to the Master Declaration of Covenants, Conditions and Restrictions for Stillwater Subdivision* (hereinafter referred to as the "Residential Supplement") is made effective as of the 21st day of by **Stillwater Development Partners, LLC** an Idaho limited liability company (the "Declarant") and is consented to by **RSI Construction, LLC**, an Idaho limited liability company, (collectively the "Consentor").

ARTICLE 1. RECITALS

A. This Residential Supplement is a supplement to that *Master Declaration of Covenants, Conditions, Easements and Restrictions for Stillwater Subdivision*, recorded on the 21st day of January, 2020, in the official records of Ada County, Idaho, as Instrument Number 2020-008127 as amended or supplemented from time to time (hereinafter referred to as the "Master Declaration") with respect to that certain real property legally described in the attached Exhibit 1 and depicted in Master Declaration (collectively, the "Residential Property"). The covenants, conditions, easements and restrictions contained in this Residential Supplement are in addition to those covenants, conditions, easements and restrictions contained in the Master Declaration. In the event there shall be duplicate covenants, conditions or restrictions within this Residential Supplement or between this Residential Supplement and the Master Declaration, the more restrictive provision shall apply. In the event of a conflict between the covenants, conditions, easements and restrictions contained in the Master Declaration and those contained in the Residential Supplement, the Master Declaration shall control, except insofar as the covenants, conditions, easements and restrictions of the Master Declaration are hereinafter expressly modified.

B. Declarant desires to create certain easements for ingress, egress, utilities and other matters, for the benefit of the Owners; impose obligations with respect to the common use, maintenance and repair of Local Common Area; and impose further limitations on the design and use of the Residential Property, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project.

NOW THEREFORE, Declarant hereby declares that the Residential Property, and every portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions and other provisions of the Master Declaration and this Residential Supplement, all of which are declared to be in furtherance of a general plan for the protection, maintenance, development, subdivision, improvement and sale of the Residential Property, and to enhance the value, desirability and attractiveness of the Residential Property. The terms and restrictions set forth herein shall run with the land within the Residential Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Residential Property or any Lot, lot, parcel or other portion thereof; shall inure to the benefit of every Lot, parcel or other portion of the Residential Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each Owner or Person having or holding an interest in the Residential Property and such Owner's or Person's successors in interest, and may be enforced by Declarant or the Association created by this Residential Supplement.

ARTICLE 2. ADDITIONAL DEFINITIONS

All terms and phrases appearing in this Residential Supplement that are initially capitalized shall have the same meaning as are ascribed to such terms in the Master Declaration, unless such term is otherwise defined herein. Additionally, the following terms and phrases appearing in this Residential Supplement that are initially capitalized shall have the meanings ascribed to them below:

Section 2.1. Architectural Control Committee shall mean the Architectural Control Committee created under ARTICLE 5 below.

Section 2.2. Home Owners' Association shall mean the Stillwater Home Owners' Association, Inc., an Idaho nonprofit corporation, and Incorporated Local Association.

Section 2.3. Mixed Use Townhome(s) shall mean one or more of the following described Townhomes: Lots 1-6 and 8-13 of Block 5 of the Property, including Improvements.

Section 2.4. Residential Property shall mean that portion of the Property described and depicted in ARTICLE 1 above, including:

2.4.1. Cottage Home(s) shall mean and refer to Lots 1-3 and 5-7 of Block 2 and Lots 1-3 and 5-7 of Block 3 of the Property, including Improvements.

2.4.2. Patio Homes(s) shall mean Lots 1-13, 15-23, and 25-34 of Block 1 and Lots 8-9 of Block 2 of the Property, including Improvements.

2.4.3. Townhome(s) shall mean Lots 1-6 and 8-13 of Block 4 and Lots 1-6 and 8-13 of Block 5 of the Property, including Improvements constructed with a common wall or adjoined to another Owners' Building.

Section 2.5. Residential Supplement shall mean this Residential Supplement to the Master Declaration of Covenants, Conditions and Restrictions for Stillwater Subdivision, a Supplemental Declaration to the Master Declaration.

ARTICLE 3. HOME OWNERS' ASSOCIATION

Section 3.1. Organization of Home Owners' Association. Declarant shall form the Home Owners' Association, an Incorporated Local Association. The Home Owners' Association shall be charged with the duties and vested with the powers prescribed by the Master Declaration and otherwise set forth herein. Each Owner of a Lot within the Residential Property shall be a Member of the Home Owners' Association.

Section 3.2. Membership in Home Owners' Association. The Home Owners' Association shall have two (2) classes of memberships.

3.2.1. Class X Members. The Class X Members shall be the Owners of Lots within the Residential Property, excluding Declarant for so long as the Class Y Member exists. The Class X Members shall not be entitled to vote at meetings of the Home Owners' Association until the Transition Date. Thereafter, each Class X Member shall be entitled to vote at meetings of the Home Owners' Association the vote(s) attributable to the Lot(s) owned by such Owner. Declarant shall become a Class X Member to the extent Declarant remains an Owner of one (1) or more Lot(s) within the Residential Property after the Transition Date.

3.2.2. Class Y Member. Declarant shall be the Class Y Member, and shall be, anything in the Master Declaration, this Residential Supplement, or any Articles or Bylaws to

the contrary notwithstanding, the sole voting Member of the Home Owners' Association entitled to vote the collective voting power of the Home Owners' Association and all Residential Property until the Transition Date.

Section 3.3. Appointment of Delegates. The Home Owners' Association shall designate three (3) Delegates to exercise the voting rights of the Home Owners' Association in the manner provided in the Master Declaration, as follows: a Delegate who is an owner of a Patio Home, a Delegate who is an owner of a Cottage Home, and a Delegate who is an Owner of a Townhome. The chairman of any meeting at which a Delegate is elected shall certify in writing to the Board of the Master Association the name of the Delegate elected, that such Delegate is elected to represent the Home Owners' Association and the time and place of the meeting at which the election occurred. A Delegate may be removed without cause by the vote in person or by proxy at any duly constituted annual or special meeting of the Members holding at least a majority of the voting power within the Home Owners' Association. Only Members of the Home Owners' Association shall be eligible for election as a Delegate. In the event such Member is an entity, such Member's designated representative is eligible for election as a Delegate. Upon termination of any Delegate's membership in the Home Owners' Association, such Delegate's term of office shall immediately terminate, and a new Delegate shall be appointed by the Board until the next annual or special meeting at which a new Delegate can be elected.

Section 3.4. Management of Home Owners' Association. The affairs of the Home Owners' Association shall be carried out and otherwise conducted by a Board in accordance with its Corporate Documents. The Class Y Member shall have the exclusive right to control the Board of the Home Owners' Association and/or otherwise manage and conduct its affairs, in the Class Y Member's sole and absolute discretion, until the Transition Date. Thereafter, the Board shall consist of all Class X Members. All agreements and determinations lawfully made by the Home Owners' Association shall be deemed to be binding on all Owners.

Section 3.5. Powers of the Home Owners' Association. The Home Owners' Association shall have all the powers to do any and all lawful things which may be authorized, required or permitted to be done, and to perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management, maintenance and operation of the Common Area and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

3.5.1. Levy Assessments. To levy Assessments hereof on any Owner and to compel payment of such Assessments.

3.5.2. Enforce Covenants and Restrictions. To, 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 Rules and Regulations and terms of this Residential Supplement and to enforce by mandatory injunction or otherwise, all provisions thereof.

3.5.3. Restrict Use of Common Area. To designate certain areas of Common Area for temporary, restricted, or exclusive use of Members and to further adopt Rules and Regulations regulating the use and enjoyment of Common Area.

3.5.4. Grant Exemptions. To waive or otherwise grant exemptions or other relief from any provision of this Residential Supplement, including the obligation to pay Assessments.

3.5.5. Grant Licenses, Easements and Rights-of-Way. 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 same, and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining 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; and mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways; except that, if the Subdivision Utilities are affected by any such grant or conveyance under this Section, such power shall not be deemed to arise without approval of the Master Association, in writing, by Supplemental Declaration.

3.5.6. Rules and Regulations. To adopt, amend, and repeal such Rules and Regulations as the Association deems reasonable to govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Home Owners' Association; provided, however, the Rules and Regulations shall not discriminate among Owners and shall not be inconsistent with the Corporate Documents, Project Documents, or the Master Declaration. Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Residential Supplement. In the event of any conflict between Rules and Regulations of the Home Owners' Association and this Residential Supplement or the Master Declaration, the conflicting provisions of Rules and Regulations shall be deemed superseded to the extent of any such inconsistency.

3.5.7. Exercise Emergency Powers. To enter upon any portion of the Residential 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 Home Owners' 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 and at the expense of the Home Owners' Association, unless said entry was necessitated by a condition caused by the Owner.

Section 3.6. Duties of the Home Owners' Association. In addition to the powers and rights above, without limiting the generality thereof, the Home Owners' Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

3.6.1. Pay Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied against Home Owners' Association by Local Government or the Master Association. Such taxes and assessments may be contested or compromised by the Home Owners' Association; provided, however, that they 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.

3.6.2. Pay 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.

3.6.3. Establish Reserve Accounts. 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.

3.6.4. General Health and Welfare. To obtain and pay for the services of any Person or entity as necessary for the desirable or for the general health and well-being of the Members. This power shall include the power to pay for Improvements to property other than the Common Area, if such Improvements will further the health, safety, or well-being of the Members. If the costs of any such service or Improvement are not included in the fiscal operating budget, the Master Association, shall levy a Special Assessment.

3.6.5. Determine and Perform Maintenance-Free Services. To determine the meaning of "Maintenance Free" as advertised, and to further determine the scope of its general maintenance of all front, rear and side yards on the Lots by promulgating Rules and Regulations applicable to the Residential Property entitled, *Scope of Landscape Services Policy*. This policy shall include provisions allocating the yard and landscaping responsibilities between the Owners and the Home Owners' Association; including provisions for mowing, trimming, turf fertilization, weeding of planter and shrub beds, irrigation system spring start up, irrigation system fall winterization, regulation and adjustment of pressure, replacement and repair of irrigation lines, repair and replacement of irrigation heads and nozzles, irrigation coverage monitoring and adjustment, pruning of bushes and trees, tree health treatment and tree fertilization. The Home Owners' Association will undertake the care, maintenance, repair and replacement obligations under its *Scope of Landscape Services Policy* ("common maintenance service(s)"). The Home Owners' Association, in its sole discretion, shall determine the extent of what repair and maintenance is appropriately allocated between the Home Owners' Association and the Owners, and may limit or decline to provide common maintenance services, or cease common maintenance services started, if any Owner of a Lot fails to fully and faithfully cooperate with the Home Owners' Association's performance thereof, or engages in or permits any conduct that interferes with the safe or efficient performance of the common maintenance services. The common maintenance services may be performed by Home Owners' Association staff or contractors. The Home Owners' Association will not be responsible, and each Owner releases the Home Owners' Association from, any personal injury or property damage incurred by the Home Owners' Association in the performance of the common maintenance services, except if incurred through the Home Owners' Association's gross negligence or willful misconduct. No Owner will be entitled to any deferral or reduction of any charge or Assessment if the Owner refuses or would not benefit from any common maintenance service, or if the Home Owners' Association exercises any right to limit, decline to provide or cease any common maintenance service as provided in this Residential Supplement. Each Owner will undertake all care, maintenance, repair and replacement obligations with respect to its Lot that are not expressly assumed by the Home Owners' Association in the *Scope of Landscape Services Policy*.

3.6.6. Insurance. To obtain and keep in full force and effect at all times the insurance coverage authorized by this Residential Supplement.

3.6.7. Represent Owners in Eminent Domain Proceedings. In the event of a threatened taking or condemnation of all or a portion of the Common Area, to represent all Owners in connection with such proceedings. The Home Owners' Association shall act in its discretion with respect to any awards being made in connection with the taking or condemnation and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging a condemnation action. Any awards received on account of the taking or condemnation of Common Area shall be paid to the Home Owners' Association, who may retain such award and utilize the same to offset future Assessments.

3.6.8. Financial Statements. To regularly prepare and distribute financial statements of the Home Owners' Association in intervals determined by its Rules and Regulations.

Section 3.7. General Powers and Duties. The Home Owners' Association may perform such other acts and exercise such powers, whether or not expressly authorized, as may be reasonably advisable or necessary to carry out its duties and obligations, including the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein, it being the intent under this Residential Supplement that the Home Owners' Association have broad power and authority to carry out its powers and duties.

Section 3.8. Right to Delegate Powers and Duties. The Home Owners' Association may delegate its power and duties to its internal committees, officers, and employee. However, the Home Owners' Association is prohibited from delegating any of its powers or duties to any other Person, including a Professional Property Manager; except that, the Home Owners' Association may delegate such duties and powers to a Professional Property Manager duly appointed and approved by the Master Association and to pay such Professional Property Manager such compensation as shall be reasonable.

ARTICLE 4. MAINTENANCE AND USE OF COMMON AREA

Section 4.1. Owners' Use of Common Area. Every Owner of Residential shall have a non-exclusive right to use permissible portions of Common Area for which they are a Member, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Home Owners' Association:

4.1.1. Suspend Voting Rights. To suspend the voting rights and rights of use, or interest in, Common Area, as applicable, by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;

4.1.2. Restrict or Prohibit Improvements. To restrict or prohibit the construction of Improvements on all Common Area, as applicable; and

4.1.3. Prohibit, Restrict, or Allow Use. To promulgate Rules and Regulations limiting the access, use, enjoyment, of Common Area.

Section 4.2. Operation and Maintenance of Common Areas. The Home Owners' Association shall cause the Common Area to be maintained in a good and clean condition and repair, including without limitation, the following:

4.2.1. Common Area Landscaping. Installing, maintaining, mowing and watering all landscaping located in the Common Area to the extent necessary to keep the landscaping in a well maintained, mowed and weed free condition, including but not limited to maintaining, repairing and replacing, when necessary, automatic landscape sprinkler systems and water lines; and trimming and replacing shrubs, grass and other landscaping, as necessary.

4.2.2. Common Area Snow and Debris Removal. Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the Common Area to the extent reasonably necessary to keep the Common Area in a clean and orderly condition.

4.2.3. Common Area Improvements. Insuring, constructing Improvements and the repair and replacement of property or Improvements located in the Common Area damaged or destroyed by casualty loss. In the event of partial or total destruction of the Improvements within the Common Area, it shall be the duty of the Home Owners' Association to restore and

replace the same as promptly and efficiently as practical. The proceeds of any casualty insurance maintained pursuant to this Residential Supplement shall be used for such purpose, subject to the prior rights of lienholders whose interest may be protected by such policies. To the extent the insurance proceeds are insufficient to complete such reconstruction, Assessments for reconstruction may be levied by the Home Owners' Association against each Lot to provide the necessary funds. In the event any excess insurance proceeds remain after any reconstruction by the Home Owners' Association, the Home Owners' Association shall retain such sums on behalf of the Owners and utilize the same to offset future Assessments.

4.2.4. Other Common Area Maintenance. Maintaining, repairing and replacing all other areas from time to time designated as Common Area by the Declarant or the Master Association.

4.2.5. Facilities and Business Use. The use of all automobiles shall be prohibited in Common Area except as may be necessary for the express purpose of maintenance thereof. No portion of Common Area thereon shall be used for the conduct of any trade or business or professional activities or for any manner inconsistent with this Residential Supplement, except that, certain facilities and areas within the Common Area may be made available by the Home Owners' Association for temporary use and enjoyment of the public.

Section 4.3. Conveyance of Common Area. Common Area may not be mortgaged or conveyed to any Person, other than Declarant, or to the Master Association with the approval of at least two-thirds (2/3) of the total voting power of the Members of the Home Owners' Association.

ARTICLE 5. ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. Creation of Home Owners' Architectural Control Committee. In order to protect the quality and value of the homes built on the Property, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established for the general purpose of reviewing and approving Proposed Plans (the "Architectural Control Committee"). Declarant shall control the members of the Architectural Control Committee until the Class B Member Termination Date, after which, the members shall be selected by the Board of the Home Owners' Association pursuant to its Corporate Documents and this Residential Supplement. Not later than thirty (30) days after the Class B Member Termination Date, the Home Owners' Association shall endeavor to appoint no less than three (3) and no more than five (5) individuals to serve on the Architectural Control Committee with respect to the Residential Property; and thereafter, at any time, and from time to time, the Home Owners' Association shall have the exclusive right, in its discretion, to appoint, remove and replace all members of the Architectural Control Committee, with or without cause, in accordance with its Corporate Documents.

Section 5.2. Approvals Required. No building, fence, wall, patio cover, window awning or other structure or landscaping Improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as it may require, it shall be deemed approved, unless otherwise proved by Rules and Regulations. In addition, all proposed Improvements

to the Property shall be approved by the Architectural Control Committee prior to an Owner-applicant's submission to Local Government for its approval.

Section 5.3. Standard of Review. The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such Improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Architectural Control Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed Improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 5.4. Submissions. Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following (collectively, the "**Proposed Site Plans**"):

5.4.1. Site Plan. A site plan showing the location of buildings and all other structures and Improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the Improvements; and

5.4.2. Building Plan. A building plan which shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used.

5.4.3. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways.

Section 5.5. Rules and Regulations. The Architectural Control Committee is hereby authorized to adopt Rules and Regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such Rules and Regulations as it shall deem appropriate, consistent with the provisions of this Residential Supplement, pertaining to matters of design, materials, colors, and aesthetic interests and the architectural theme of the Property. Any such Rules and Regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such Rules and Regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Residential Supplement to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5.6. Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the

Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 5.7. Waivers. The approval of any plans, drawings or specifications for any structure, Improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 5.8. Variances. The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Residential Supplement, including restrictions on height, size, floor area, or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation, manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Residential Supplement or any Supplemental 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 Residential Supplement or any Supplemental Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with Governmental Requirements.

Section 5.9. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary of the Association showing that the plans and specifications for the Improvement or other matters therein provided for have been approved and that said Improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrances from any action or suit under this Residential Supplement. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, Improvement or alteration shall, as to any purchaser or encumbrances in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Residential Supplement shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 5.10. Inspection and Complaints. The Architectural Control Committee is empowered to inspect all work in progress on any Lot within the Property at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Residential Supplement or the rules and standards adopted by the Architectural Control Committee. if any, or the approved plans and specifications. The Architectural Control Committee is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Residential Supplement or any applicable rules and standards, if any. In the event the Architectural Control Committee receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the Architectural Control Committee

determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives: the Owner shall immediately cease the activity which constitutes a deviation or violation; or the Owner shall adhere to the corrective measures set forth in the written notice. Should the Architectural Control Committee determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

Section 5.11. Right to Hearing. An Owner submitting Proposed Site Plans or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the Architectural Control Committee for the purpose of presenting facts and information to the Architectural Control Committee. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Architectural Control Committee is mailed to the Owner (and Complainant) as evidenced by the records of the Architectural Control Committee. The hearing shall be held within ten (10) days following receipt by the Architectural Control Committee of the request for a hearing, unless the Architectural Control Committee shall extend said period because of the unavailability of Architectural Control Committee members. A hearing may be continued by the Architectural Control Committee for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Architectural Control Committee shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Architectural Control Committee with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the Architectural Control Committee incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the Architectural Control Committee and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs.

Section 5.12. Enforcement. The Declarant or the Architectural Control Committee, upon approval by the Declarant or the Home Owners' Association, as applicable, shall be authorized to commence such legal or equitable proceedings as are determined by the Architectural Control Committee. the Declarant or the Home Owners' Association to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Residential Supplement. rules and standards adopted by the Architectural Control Committee. if any, or the approved plans and specifications. An Owner shall be deemed to be in default of this Residential Supplement only upon the expiration of thirty (30) days after receipt of a written notice from the Architectural Control Committee or the Declarant specifying, with particularity, the alleged deviations or violations, unless such Owner, prior to the expiration of said thirty (30) days, has rectified the matters specified in said Notice of Default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period, if such Owner is using good faith and its best efforts to rectify the matters specified in the Notice of Default. The authority of the Architectural Control Committee and the Declarant as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings. In the event the Architectural Control Committee and/or Declarant shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Declarant by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Declarant within five (5) days after written demand therefor is mailed to the Owner, the Declarant shall have the right to levy a Limited Assessment against the Owner and the Lot within the Property owned by the Owner which

Limited Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Limited Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Declarant, in its sole discretion.

Section 5.13. Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to an Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 5.14. Declarant's Exemption. No Improvements constructed by Declarant on or to any portion of the Residential Property are subject to the review or approval of the Architectural Control Committee.

Section 5.15. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Declarant to be proximately caused by the deviation or violation or the costs and expenses incurred by the Declarant to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Declarant, in its sole discretion.

Section 5.16. Non-Exclusive Remedy. The right of the Declarant to levy a Limited Assessment as described this Article shall not be deemed to be an exclusive remedy of the Declarant and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity. Nothing in this Residential Supplement shall prohibit an Owner from pursuing legal or equitable proceedings against any other Owner for a violation of this Residential Supplement.

Section 5.17. Private Rights. The Declarant shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Declarant, the interests of the Declarant or a substantial number of the Owners would not be benefited thereby.

ARTICLE 6. GENERAL USES AND RESTRICTIONS

Section 6.1. Improvements Generally. No Improvements shall be built, constructed, erected, maintained, placed or materially altered within the Residential Property unless and until the plans and specifications, therefor have been reviewed in advance and approved by the Architectural Control Committee in accordance with the provisions set forth herein. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the property uses contemplated by this Residential Supplement and accompanying Rules and Regulations. This Residential Supplement is not intended to serve as authority for the Architectural Control Committee to control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use restrictions, size and height restrictions, and exterior design restrictions.

Section 6.2. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances of Local Government with respect to all or any portion of the Property.

Section 6.3. Rules and Regulations. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all Rules and Regulations.

Section 6.4. Setbacks. All Buildings shall be subject to the setbacks set forth in the Project Documents and/or as required by the Architectural Control Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of Local Government require setbacks different than those provided herein, the more restrictive shall prevail.

Section 6.5. Mailboxes. Each Lot shall have a uniform mailbox within a cluster box unit and support structure initially installed by Declarant at the location identified by the Plat. No other mailboxes shall be installed on the Residential Property without Declarant's express written consent.

Section 6.6. Fences. All fencing adjacent to open space within the property is to be of an open style such as wrought iron, extruded aluminum, welded mesh, or three-rail-type wooden decorative fencing. All other fencing (i.e. cedar fencing, vinyl, chain link, etc.) shall be prohibited. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Architectural Review Committee in writing, in advance of construction, as to location, design and color. All fences must comply with the applicable ordinances of the City of Eagle and the Development Agreement.

Section 6.7. Lighting. No exterior lighting shall be installed or maintained in any Lot which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Control Committee. All exterior lighting must be approved by the Architectural Control Committee, maintained and kept in working order, and shall be in compliance with the applicable ordinances of any Local Government. Garage lights and light posts must be on a photocell only and remain on from sunset to sunrise. Owner's are required to keep all exterior lights in working order.

Section 6.8. Rental Restriction. It is the express intention of the Home Owners' Association to significantly limit the number of Professional Property Management companies permitted to manage Residential Rental properties in the Property in order to preserve the value of the Property. The right to lease property is inherent to the ownership rights of each Owner; however, any portion of a Lot must be leased and managed by a Professional Property Management Company. Accordingly, Owners are NOT permitted to manage their own Properties unless the Home Owners' Association consents, in writing, to a "hardship" proven by the Owner, which "hardship" the Home Owners' Association shall have the right and power to define by Rule and Regulation; subsequently set conditions of approval or expiration of approval on a case-by-case basis; and subsequently enforce. . All leases shall be in writing and a copy shall be provided to the Home Owners' Association. All leases shall be made specifically subject to the Project Documents and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and, the Owner shall be liable for any violation of the Project Documents committed by any tenant of the Owner, without prejudice to the Owner's right to collect from the tenant any sums paid by the Owner on behalf of the tenant. In no event shall a tenant be considered a Member or otherwise be eligible to vote in the Home Owners' Association.

Section 6.9. Easements. No Improvements shall be placed or permitted to remain on any easement located within the Residential Property which shall interfere with the intended use or purpose of such easement, and no other activity shall be undertaken on any portion of the Residential Property which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of such easement.

Section 6.10. Animals. No animals, including, but not limited to, swine, cows, horses, birds, or insects rabbits, of any kind shall be raised, bred, or kept on any Lot, except that no more than two

(2) small dogs or two (2) cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owners' Lot. Additionally, an Owner may keep no more than three (3) chickens upon their Lot. No Person shall permit any animal authorized hereunder to make noise that is audible outside of the Lot where such animal is permitted.

Section 6.11. Vehicles and Trailers. Trailers, travel trailers, pick-up trucks larger than one (1) ton, boats, tractors, campers, utility trailers, recreation vehicles including, but not limited to, all-terrain vehicles, motorcycles, jet skis, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles, such as trucks, motorcycles, and all-terrain vehicles (hereinafter "automobiles"). No other use of a garage that prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted, and shall remain closed except when being used or for another temporary purpose. No inoperative vehicle shall be parked or stored at any time within the Property. Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles may be parked on a Lot in the driveway to actively load and/or unload before and after use.

Section 6.12. Energy Devices. No energy production devices, including generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee. This section shall not apply to passive solar energy systems incorporated into the approved design of a Building.

Section 6.13. Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be constructed or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee and before Owner has completed construction of a Building on their Lot. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type that is approved shall be screened by a fence, landscaping or similar structures, or as otherwise required to ensure the safety of the residents of the Property and the appearance of the Property, except that screening shall not be required where any such screening would preclude the reception of an acceptable quality signal.

Section 6.14. Signs. No signs of any kind shall be displayed on or from any portion of the Property unless the signage complies with the provisions of the Architectural Control Committee and the Project Documents. Moreover, except as provided otherwise in a separate written agreement entered into between an Owner and an Association, the size, design, location, content and all other attributes of all signage pertaining to the sale or lease of property located within the Property must first be approved, in writing, by the Architectural Control Committee. All signage shall be of consistent font, size and placement. In addition, not more than one marketing sign shall be allowed on any Lot at any one time advertising the Property for sale or rent or to advertise the Property during the course of construction.

Section 6.15. Sports Equipment. No installation of any sporting item (including but not limited to basketball hoops, goals, nets, courts, etc.) shall be installed without written approval of the Architectural Control Committee.

Section 6.16. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Architectural Control Committee; provided, however, that nothing herein shall be

deemed to prevent an Owner from (i) transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property; (ii) leasing the Lot in its entirety consistent with this Residential Supplement; or (iii) require the approval of the Architectural Control Committee with respect to items (i) or (ii). In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein. Notwithstanding the foregoing, the Declarant shall have the right, prior to the sale of a Lot to an Owner, to subdivide a Lot. In addition, the Declarant shall have the right to make lot line adjustments with respect to any Lot(s) when determined necessary by the Declarant and such lot line adjustments are made in compliance with Governmental Requirements.

Section 6.17. Maintenance. Each Owner shall: improve, repair and maintain the landscaping of their Lot(s) to the extent such is not included in the *Scope of Landscape Services Policy* promulgated under Section 3.6.5. of this Residential Supplement; maintain and keep the interior of their Building in good order and repair, including the interior of any garage, and any patio, deck or balcony; to maintain the heating, ventilating and air conditioning equipment and systems, and the plumbing and electrical equipment, systems and facilities serving their Building; and otherwise insure, repair, and maintain their Lot and Building in accordance with this the Master Declaration and this Residential Supplement. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of Residential Supplement.

ARTICLE 7. SPECIFIC USES AND RESTRICTIONS

Section 7.1. Commercial Use Restrictions of Residential-Only Properties. No Owner shall use their Property for business or commercial use; except that, they may conduct limited business activities through a "home office" provided employees/subcontractors do not work within their Building and such activities do not increase the burden on the public or private streets within the Property, which the Home Owners' Association may monitor and determine in its sole discretion. The Home Owners' Association may adopt additional Rules and Regulations applicable to the use of Mixed-Use Townhomes, which may enlarge, further limit and/or otherwise modify the restrictions identified in this Section 7.1, subject to the terms of any Supplemental Declaration.

Section 7.2. Specific Restrictions Applicable to Townhomes. The following provisions apply to all Townhomes and Townhome Lots.

7.2.1. Common Walls. The residential dwellings constructed on each Townhome Lot will be townhouses separated by common wall assemblies that meet the requirements for townhouses under Governmental Requirements (the "Common Wall"). Each Townhome will be constructed such that all of its structural elements are located entirely on its Townhome Lot, including the portions of the Common Wall that used for structural and lateral support. Each Owner will be responsible for maintaining, repairing and replacing that portion of the Common Wall that is located on the Owner's Lot such that it remains in good condition free of structural defects. If the Owner's portion of the Common Wall is damaged by any cause (casualty or otherwise), the Owner will promptly restore that portion of the Common Wall in a safe and lawful condition. Subject to Rules and Regulations, Declarant hereby establishes a reciprocal easement of ingress and egress for each Owner of a Townhome Lot over the adjacent ten (10) feet of adjoining Townhome Lots (but not inside of any Townhome) for reasonable and necessary maintenance and repair of the Common Walls. Further, To the extent any Common Wall encroaches or overlaps upon a Townhome Lot, there is hereby created a common

reciprocal easement for the location of such wall. Each Owner shall have the right to use the surface of any Common Wall contained within the interior of the Owner's habitable unit, provided that an Owner shall not drive, place or cause to be driven or place any nail, bolt screw or other object in to a party wall which penetrates the surface of such wall more than two inches. The Owners shall respectively own to the centerline of any Common Wall.

7.2.2. Townhome Insurance. The Home Owners' Association shall maintain a blanket policy of property insurance covering all Townhomes, including permanent fixtures, containing the following provisions:

7.2.2.1. The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Townhomes, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

7.2.2.2. At a minimum, the blanket policy shall afford protection against loss or damage by: (i) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (ii) all perils normally covered by "special form" property coverage.

7.2.2.3. The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Townhomes) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

7.2.2.4. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (i) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (ii) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Townhomes' insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

7.2.2.5. Each property policy that the Home Owners' Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Townhomes have central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

7.2.3. Townhome Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Home Owners' Association and another property insurance policy in the name of an Owner:

7.2.3.1. Except as provided below, the Home Owners' Association's policy provides primary insurance coverage;

7.2.3.2. notwithstanding the subsection above, and subject to the subsections below: the Owner is responsible for the Home Owners' Association's policy deductible; and the Owner's policy, if any, applies to that portion of the loss attributable to the Home Owners' Association's policy deductible.

7.2.3.3. An Owner, that has suffered damage to their Townhome as part of a loss, resulting from a single event or occurrence, that is covered by the Home Owners' Association's property insurance policy ("a Covered Loss"), is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to the damage to their Townhome for that Townhome to the deductible under the Home Owners' Association's property insurance policy; and

7.2.3.4. If an Owner does not pay the amount required under this section within 30 days after substantial completion of the repairs to, as applicable, the Townhome, the Home Owners' Association may levy an Assessment against the Owner for any such amounts.

7.2.4. Exterior Maintenance. The Home Owners' Association shall maintain or provide for the maintenance of the exteriors of the Buildings of Townhome Lots, including the roofs, siding, soffit, fascia, gutters and downspouts and excluding, however, any obligations of the Owner under this Residential Supplement. Any such expenses shall be a common expense of the Owners of Townhome Lots and levied as a Special Assessment.

7.2.5. Mechanics Lien. No labor performed or material furnished for use in connection with any Townhome with the consent or at the request of an Owner or his/her agent or subcontract or shall create any right to file a statement, claim, or notice of mechanic's lien against the Townhome of any other Owner not expressly consenting to or requesting the same.

Section 7.3. Side-Yard Improvements to Cottage Homes. Cottage Homes are or may be subject to easements for ingress, egress, maintenance, and utilities, as depicted on the Plat and as more fully depicted and described in the document attached as Exhibit 2. Owners of Cottage Homes may construct limited Improvements to their "side yards" that do not interfere with the easement rights of any Association or adjacent Owner, as approved by the Architectural Control Committee. Each Owner is advised to discuss these usage rights and restrictions with their homeowner's insurance carrier to ensure that each Owner has proper insurance associated with the "side yards." Any Owner who causes damage to any other Property in the shared "side yard" shall be responsible for all damages, which may be levied as an Assessment by the Home Owners' Association.

Section 7.4. Private Driveway. The Home Owners' Association shall maintain Lot 14, Block 1 of the Property as an easement for perpetual right of ingress and egress burdening and benefitting the Owners of Lots 13, and 15-17, Block 1 of the Property, which shall run with the land and be subject to a Special Assessment apportioned equally to the Owners of Lots 15-17, Block 1 of the Property. This covenant cannot be modified without the express consent of the Home Owners' Association and Local Government, if applicable.

ARTICLE 8. ASSESSMENTS

Section 8.1. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay, when due, all Assessments levied by the Home Owners' Association. All such Assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is levied and shall also be the personal obligation of the Owner of such

Lot at the time when the Assessment becomes due and payable. The lien shall not be affected by a conveyance of title. No Owner may waive or otherwise avoid liability for any Assessment by non-use of Common Area or by abandonment of such Owner's Lot.

Section 8.2. Regular Assessments. Regular Assessments shall be levied by the Home Owners' Association at times and intervals deemed appropriate based upon advance estimates of cash requirements for the maintenance and operation of the Common Area and for the performance by the Home Owners' Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, Governmental Requirements, premiums for all insurance which the Home Owners' Association is required or permitted to maintain, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods.

Section 8.3. Special Assessment. In addition to Regular Assessments, the Home Owners' Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes: (i) to defray, in whole or in part, the cost of any construction or reconstruction of Improvements on Common Area, unexpected repair or replacement of Common Area or any facility located thereon or an easement area controlled by the Home Owners' Association, the furnishing of a special service (other than those appropriate for Limited Assessments) or for any other expenses incurred or to be incurred by the Home Owners' Association; and (ii) to defray a deficit in the common and ordinary expenses of the Home Owners' Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Home Owners' Association.

Section 8.4. Uniform Rate of Assessment. Except as expressly provided or allowable to the contrary by this Residential Supplement, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots, according to the percentage of the total ownership interest in the Residential Property allocated to each Lot, as indicated by determining the proportion of each Lot's relative square footage as a percentage of the square footage of all of the Lots

Section 8.5. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

8.5.1. Management and Repair. The Home Owners' Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Lot and the Owner thereof shall pay for the costs of such maintenance and repair and any other costs and expense, including attorneys' fees arising out of or incident to such maintenance and repair and the Assessment therefrom.

8.5.2. Correction of Violations. In addition to maintenance and repair, the Home Owners' Association, upon the failure or refusal of an Owner to correct a violation of this Residential Supplement or other Rules and Regulation, shall have the power to correct any violation on a Lot or an Improvement on a Lot. The cost of such corrective action, together with interest, related expenses and attorney's fees shall be assessed and collected as set forth in this Residential Supplement.

8.5.3. Special One-Time Transfer Assessment. Upon any transfer of ownership of a Lot by an Owner after the initial conveyance from Declarant to an Owner, a transfer fee in the amount of \$250.00 shall be payable by the Owner to the Home Owners' Association.

Section 8.6. Declarant's Obligation for Assessments. Until the Class B Member Termination Date, Declarant may annually elect to either pay Regular Assessments and Special Assessments for each Lot within the Property owned by Declarant, or to pay an amount equal to the operating expenses shortfall of the Home Owners' Association. Declarant's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

Section 8.7. Assessment Period. The Assessment period shall be determined by the Home Owners' Association. The first Assessment, when levied, shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

Section 8.8. Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent by the Home Owners' Association to the Owner of every Lot subject thereto, and to any Person in possession of such Lot. Payments of all Regular Assessments shall be quarterly unless otherwise determined by the Home Owners' Association, but no less than annually. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each calendar month unless some other due date is established by the Home Owners' Association. An Assessment, once levied, shall become delinquent if not paid within thirty (30) days after the due date thereof. An Assessment not paid when due shall incur late charges and bear interest at an annual rate set by the Board from time to time; or if none is so set, a late charge equal to two percent (2.00%) of the delinquent Assessment plus \$25 per week until paid and annual interest at twelve percent (12.00%). Such interest shall commence on the date the Assessment becomes due and payable and shall accrue to and including the date that full payment is received by the Home Owners' Association. The right of the Home Owners' Association to charge interest shall be in addition to, and not in lieu of, any late charge or any other right of enforcement or sanction available to the Home Owners' Association in the event of non-payment of an Assessment. The Home Owners' Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein.

Section 8.9. Estoppel Certificate. The Home Owners' Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the Person making such request a written statement stating whether or not, to the knowledge of the Home Owners' Association, a particular Owner is in default under the provisions of this Residential Supplement, and further stating the dates to which any Assessments have been paid by the Owner, and certifying to such other matters as the Board deems reasonable. Any such certificate delivered may be relied upon only by a prospective purchaser or Mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor had no actual knowledge. The Home Owners' Association shall have the right to charge a reasonable fee for the certification herein provided.

Section 8.10. Right to Enforce. The right to collect and enforce payment of the Assessments is vested in the Home Owners' Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Residential Supplement or other Rules and Regulations, the Owner against whom such enforcement is sought shall pay reasonable attorney's fees and all other costs and fees in connection therewith.

Section 8.11. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied

pursuant to this Residential Supplement, together with interest thereon and all costs of collection which may be paid or incurred by the Home Owners' Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior to and superior to all other liens or claims created subsequent to the recordation of this Residential Supplement except for: (i) a valid real property tax lien imposed by the government and other government assessments or liens; (ii) a lien for all sums unpaid to a Mortgagee with secured real property duly recorded in Ada County, Idaho; and (iii) liens of mechanics and materialmen under Chapter 5 of Title 45 of the Idaho Code. All other lienholders acquiring liens on any Lot after recordation of this Residential Supplement shall be inferior liens to the lien for Assessments in favor of the Home Owners' Association, whether or not consent is set forth in the instruments creating other such liens.

Section 8.12. Enforcement. Upon the failure of an Owner to pay an Assessment, the lien for Assessments herein created may be enforced by the sale of such Owner's Lot conducted in the manner provided by law for the exercise of the power of sale in deeds of trust or in any other manner elected by the Board pursuant to applicable Rules and Regulations. In any such foreclosure, the Owner shall be required to pay the costs and expenses associated therewith, including all attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any Assessments against the Lot arising during the proceedings.

Section 8.13. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Residential Supplement shall not be deemed to be an exclusive remedy and the Home Owners' Association may pursue all other remedies available at law or equity.

ARTICLE 9. INSURANCE

Section 9.1. Power to Obtain Insurance Coverage. The Home Owners' Association shall have the power to obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho:

9.1.1. All Risk. 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.

9.1.2. Public Liability. Comprehensive public liability insurance insuring the Home Owners' Association, the Declarant, and the individual Owners and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as determined by the Board.

9.1.3. Errors and Omissions. Full coverage directors and officer's liability insurance in an amount determined by the Board.

9.1.4. Other Types of Insurance. Such other insurance, including motor vehicle insurance and workmen's compensation insurance (to the extent necessary to comply with all applicable laws) indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Home Owners' Association's functions or to insure the Home Owners' Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Owner's funds or other property.

Section 9.2. Use and Control of Insurance Proceeds. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Assessments levied by the Home Owners' Association. The Home Owners' Association shall be deemed trustee of the interests of all Owners or Members in connection with any insurance proceeds under such policies and shall have full power to receive such proceeds and to deal therewith as it deems pertinent and advisable. Insurance secured and maintained by the Home Owners' Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages. Each policy of insurance shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Home Owners' Association and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Home Owners' Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

Section 9.3. Owner's Insurance. Each Owner shall keep and maintain its own liability insurance coverage with respect to its Lot as well as all insurance relating to its personal property and personal liability. Each insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Home Owners' Association obtains pursuant to this Residential Supplement or the Master Declaration. All such insurance obtained by an Owner shall waive the insurance company's right of subrogation against the Home Owners' Association, the other Owners, and the servants, agents and guests of any of them. If any Improvement located on an Owner's Lot is destroyed by any casualty, the Owner of such Lot shall promptly restore such Improvement, at such Owner's cost, to its original condition.

ARTICLE 10. MORTGAGE PROTECTION

No amendment of this Residential Supplement shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary thereunder in a Lot that is made in good faith and for value and recorded prior to the recordation of such amendment; provided that, such Lot shall, notwithstanding the exercise of any rights by Mortgagee, remain subject to this Residential Supplement. Mortgagees shall not be required to collect Assessments on behalf of the Home Owners' Association; however, the lien for Assessments shall be subordinate to the lien of any first position Mortgagee. The Home Owners' Association shall have no obligation to provide a Mortgagee with a copy of any notice of default by Owner of any terms of this Residential Supplement unless and until Mortgagee furnishes to the Home Owners' Association written notice containing: the name and address of said Mortgagee; a legal description of the Lot subject to any encumbrance held in favor of Mortgagee; the name and address of the Owner; a copy of the document creating the encumbrance showing the date filed of record in Ada County, Idaho; and the signature of the Mortgagee or authorized agent of the Mortgagee.

ARTICLE 11. GENERAL

Section 11.1. Interpretation. The provisions of this Residential Supplement shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Residential Supplement shall be construed and governed under the laws of the State of Idaho and in accordance with the following provisions of construction:

11.1.1. Restrictions Construed Together. All the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in this Residential Supplement.

11.1.2. Restrictions Severable. Each of the provisions of this Residential Supplement 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 herein. In the event a governmental rule, regulation, law or ordinance would render a part of this Residential Supplement unlawful, that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance, and in such instance, the more restrictive rule, regulation or ordinance shall apply.

11.1.3. Singular Includes Plural; Gender. 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.

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

11.1.5. No Third-Party Beneficiary Rights. This Residential Supplement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any Person not an Owner, unless otherwise expressly provided herein.

11.1.6. No Partnership. The provisions of this Residential Supplement 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 Owners.

Section 11.2. Indemnification of Board and Architectural Control Committee. Each member of the Board and each member of the Architectural Control Committee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the Architectural Control Committee or any settlement thereof, whether or not said person is a member of the Board or Architectural Control Committee at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the Architectural Control Committee approves such settlement and reimbursement as being in the best interest of the Home Owners' Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Home Owners' Association or prior thereto during the period the Declarant is exercising the powers of the Home Owners' Association.

Section 11.3. Enforcement.

11.3.1. Remedies. The failure of any Owner to comply with any provision of this Residential Supplement, or of any local law, ordinance, or regulation of Local Government pertaining to the ownership, occupation or use of any Residential Property, is hereby declared to be a violation of this Residential Supplement and will give rise to a cause of action by Declarant, the Home Owners' Association or any Owner of a Lot within the Residential Property for recovery of damages, for negative or affirmative injunctive relief, and/or the enforcement procedures set forth in this Residential Supplement. Each remedy provided herein is cumulative and not exclusive.

11.3.2. Non-Waiver. The failure of the Declarant, the Home Owners' Association or any Owner in any one or more instances to insist upon the strict performance of any of the provisions of this Residential Supplement or to exercise any right or option contained herein,

or to serve any notice or to institute any action, shall not be construed as a waiver of the right to enforce any such provision.

Section 11.4. Attorney's Fees. In the event any Person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Residential Supplement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

Section 11.5. Force Majeure. The period of time provided in this Residential Supplement for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, acts of war or terrorism, the elements or acts of God, refusal or failure of Local Government to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

Section 11.6. Breach Shall Not Permit Termination. No breach of this Residential Supplement shall entitle any Owner to terminate this Residential Supplement, 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 Residential Supplement. Any breach of this Residential Supplement shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Residential Supplement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 11.7. Amendment. This Residential Supplement, other than those provisions prohibited by law, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than ninety percent (90%) of the Residential Property, except that Declarant may amend this Residential Supplement at any time before the Class B Member Termination Date without the consent of any Owners or the Home Owners' Association. Any Amendment made by the Declarant shall be retroactive to the date of this Residential Supplement, to the extent allowable by law. No amendment to this Residential Supplement shall be effective until recorded.

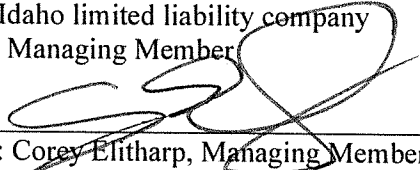
Section 11.8. Covenants Run with the Land. This Residential Supplement (the terms, covenants, conditions, easements, and restrictions set forth herein): shall run with the land constituting the Residential Property, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title, or interest in the Residential Property or any lot, parcel, or portion thereof; shall inure to the benefit of every lot, parcel, or portion of the Residential Property and any interest therein; and shall inure to the benefit of, and be binding upon, Declarant, and its successors in interest. Unless otherwise limited or expanded by this Residential Supplement, this Residential Supplement shall run with and bind the Residential Property for a term of twenty (20) years from the date this Residential Supplement is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

ARTICLE 12. SIGNATURE OF DECLARANT

DECLARANT:

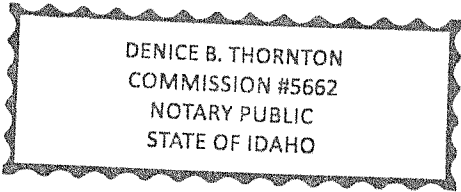
STILLWATER DEVELOPMENT PARTNERS
an Idaho limited liability company


By: Next Level Development, LLC
an Idaho limited liability company
Its: Managing Member


By: Corey Elitharp, Managing Member
Its: Member

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged, signed, and sworn to (or affirmed) before me on
January 21, 2020 by Corey Elitharp.



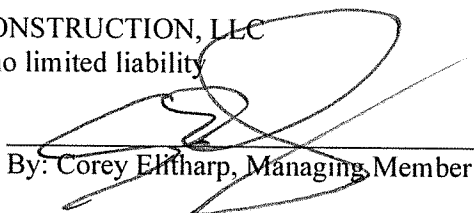


Notary Public for Idaho
Commission Expires: Denice B. Thornton
Commission Expires 8-3- 2022
Residing Meridian, Idaho

ARTICLE 13. SIGNATURE OF CONSENTOR

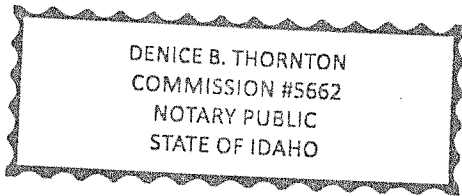
CONSENTED TO BY:

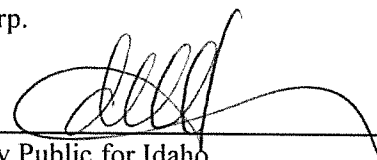
RSI CONSTRUCTION, LLC
an Idaho limited liability


By: Corey Elitharp, Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged, signed, and sworn to (or affirmed) before me on
January 21, 2020 by Corey Elitharp.





Notary Public for Idaho
Commission Expires: _____

Denice B. Thornton
Commission Expires 8-3- 2022
Residing Meridian, Idaho



Exhibit 1

Legal Description of Residential Property

9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

January 16, 2020
Project No.: 15-022

Legal Description for
Stillwater Subdivision Residential Portion

A portion of Government Lot 5 and accretion lands situated in both the Southwest 1/4 of Section 7 and the Northwest 1/4 of Section 18, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the Northeast corner of said Government Lot 5, which bears $N89^{\circ}08'28''E$ a distance of 2,504.76 feet from a found aluminum cap monument marking the Northwest corner of Government Lot 4 of said Section 7, thence following the easterly line of said Government Lot 5, $S01^{\circ}11'30''W$ a distance of 432.20 feet to a point on the centerline of W. Copper Silo Street and being the **POINT OF BEGINNING**.

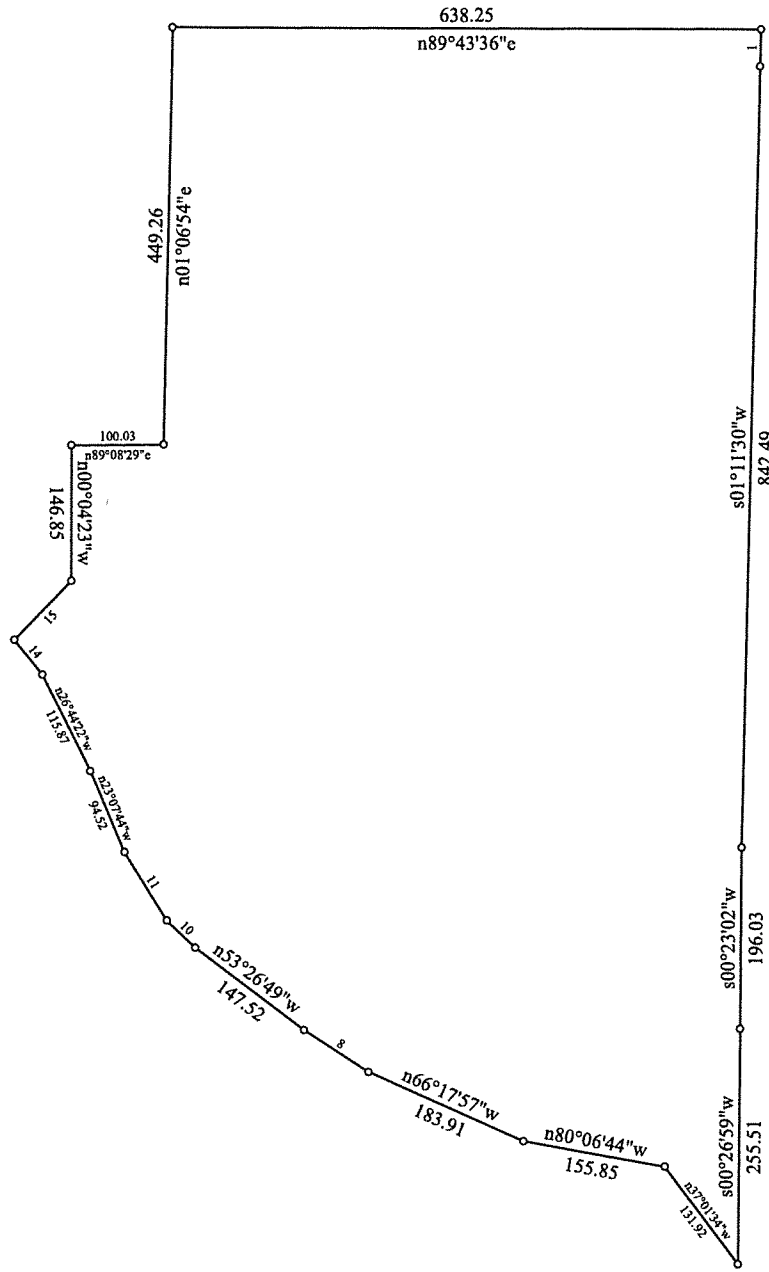
Thence following said easterly line $S01^{\circ}11'30''W$ a distance of 40.00 feet to a set 5/8-inch rebar on easterly line of the Southwest 1/4 of said Section 7 and the easterly line of said Government Lot 5; Thence following said easterly lines, $S01^{\circ}11'30''W$ a distance of 842.49 feet to a found brass cap monument marking the South 1/4 corner of said Section 7; Thence leaving said easterly lines, $S00^{\circ}23'02''W$ a distance of 196.03 feet to a found 5/8-inch rebar; Thence $S00^{\circ}26'59''W$ a distance of 255.51 feet to a point on the high water line of the North bank of the North channel of the Boise River;

Thence following said high water line the following courses:

1. $N37^{\circ}01'34''W$ a distance of 131.92 feet to a set 5/8-inch rebar;
2. $N80^{\circ}06'44''W$ a distance of 155.85 feet to a set 5/8-inch rebar;
3. $N66^{\circ}17'57''W$ a distance of 183.91 feet to a set 5/8-inch rebar;
4. $N57^{\circ}19'38''W$ a distance of 83.32 feet to a set 5/8-inch rebar;
5. $N53^{\circ}26'49''W$ a distance of 147.52 feet to a set 5/8-inch rebar;
6. $N46^{\circ}46'02''W$ a distance of 42.06 feet to a set 5/8-inch rebar;
7. $N32^{\circ}14'27''W$ a distance of 86.85 feet to a set 5/8-inch rebar;
8. $N23^{\circ}07'44''W$ a distance of 94.52 feet to a set 5/8-inch rebar;
9. $N26^{\circ}44'22''W$ a distance of 115.87 feet to a set 5/8-inch rebar;
10. $N39^{\circ}26'54''W$ a distance of 48.00 feet to a set 5/8-inch rebar;

Thence leaving said high water line, $N43^{\circ}36'03''E$ a distance of 89.33 feet to a set 5/8-inch rebar; Thence $N00^{\circ}04'23''W$ a distance of 146.85 feet to a found 5/8-inch rebar; Thence $N89^{\circ}08'29''E$ a distance of 100.03 feet to a found 5/8-inch rebar; Thence $N01^{\circ}06'54''E$ a distance of 449.26 feet to a set 5/8-inch rebar on the centerline of W. Copper Silo St.; Thence following said centerline, $N89^{\circ}43'36''E$ a distance of 638.25 feet to the **POINT OF BEGINNING**.

Said parcel contains 17.78 acres, more or less.



Title:		Date: 01-17-2020
Scale: 1 inch = 200 feet	File:	
Tract 1: 17.782 Acres: 774584 Sq Feet: Closure = s00.4517w 0.01 Feet: Precision = 1/339258: Perimeter = 3848 Feet		
001=s01.1130w 40.00	008=n57.1938w 83.32	015=n43.3603e 89.33
002=s01.1130w 842.49	009=n53.2649w 147.52	016=n00.0423w 146.85
003=s00.2302w 196.03	010=n46.4602w 42.06	017=n89.0829e 100.03
004=s00.2659w 255.51	011=n32.1427w 86.85	018=n01.0654e 449.26
005=n37.0134w 131.92	012=n23.0744w 94.52	019=n89.4336e 638.25
006=n80.0644w 155.85	013=n26.4422w 115.87	
007=n66.1757w 183.91	014=n39.2654w 48.00	

Exhibit 2
Cottage Home Side Yard Easement

STILLWATER

