Bk 99 Pg 089

FINAL PLAT SHOWING

SILVERTIP SUBDIVISION

LOCATED IN THE SE 1/4 OF THE SW 1/4 OF
SECTION 25, T.2N., R.1W., B.M.,
KUNA, ADA COUNTY, IDAHO

2007

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



LEGEND

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" IRON PIN WITH PLASTIC CAP PLS 4998
- SET 1/2" IRON PIN WITH PLASTIC CAP PLS 4998
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY
- CENTER LINE
- EASEMENT LINE
- ACHD STORM DRAINAGE EASEMENT LINE
- 1 LOT NUMBER

100 50 0 100 200 300
SCALE IN FEET

LINE TABLE		
LINE	LENGTH	BEARING
L-1	28.06'	S 45°52'57" W
L-2	28.50'	S 44°07'03" E
L-3	29.23'	S 43°36'38" W
L-4	11.24'	S 41°29'05" W
L-5	28.50'	S 44°07'03" E
L-6	28.28'	S 43°40'28" E
L-7	28.28'	S 46°19'32" W
L-8	12.84'	S 88°40'28" E
L-9	25.00'	N 01°19'32" E
L-10	28.28'	N 43°40'28" W
L-11	28.28'	S 46°19'32" W
L-12	48.15'	S 54°54'01" E
L-13	28.28'	S 86°29'05" W
L-14	56.24'	S 41°29'05" W
L-15	28.28'	S 03°30'55" E
L-16	11.24'	S 41°29'05" W
L-17	29.60'	N 44°07'03" W
L-18	28.28'	S 46°19'32" W
L-19	28.06'	S 45°52'57" W
L-20	28.50'	S 44°07'03" E
L-21	25.00'	N 89°33'39" W
L-22	20.44'	S 54°33'34" W
L-23	31.52'	S 10°14'44" W
L-24	58.36'	S 37°07'46" W
L-25	60.44'	N 08°13'26" E
L-26	34.89'	S 41°29'05" W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	20.70'	20.00'	59°18'40"	11.39'	N 59°01'08" W	19.79'
C-2	4.92'	20.00'	14°05'14"	2.47'	N 22°19'11" W	4.91'
C-3	81.54'	50.00'	93°26'26"	53.10'	S 61°59'47" E	72.80'
C-4	46.56'	50.00'	53°21'23"	25.12'	N 44°36'19" E	44.90'
C-5	25.62'	20.00'	73°23'54"	14.91'	S 54°37'35" W	23.90'
C-6	45.17'	125.00'	20°42'23"	22.84'	S 09°01'40" E	44.93'
C-7	55.29'	125.00'	25°20'42"	28.11'	S 32°03'12" E	54.84'
C-8	8.27'	125.00'	3°47'21"	4.13'	S 46°37'14" E	8.27'
C-9	86.99'	100.00'	49°50'26"	46.46'	S 23°35'41" E	84.27'
C-10	65.24'	75.00'	49°50'26"	34.85'	S 23°35'41" E	63.20'
C-11	33.31'	125.00'	15°16'13"	16.76'	S 49°07'12" W	33.22'
C-12	52.10'	125.00'	23°52'52"	26.43'	S 68°41'45" W	51.72'
C-13	23.32'	125.00'	10°41'21"	11.69'	S 85°58'51" W	23.29'
C-14	86.99'	100.00'	49°50'26"	46.46'	S 66°24'19" W	84.27'
C-15	65.24'	75.00'	49°50'26"	34.85'	S 66°24'19" W	63.20'
C-16	52.63'	75.00'	40°12'19"	27.45'	S 68°37'04" E	51.56'
C-17	70.17'	100.00'	40°12'19"	36.60'	S 68°37'04" E	68.74'
C-18	16.52'	125.00'	7°34'23"	8.27'	S 52°18'06" E	16.51'
C-19	51.99'	125.00'	23°49'58"	26.38'	S 68°00'16" E	51.62'
C-20	19.20'	125.00'	8°47'59"	9.62'	S 84°19'14" E	19.18'
C-21	6.37'	80.00'	4°33'34"	3.18'	N 88°59'59" E	6.36'
C-22	15.31'	80.00'	10°57'59"	7.68'	N 81°14'13" E	15.29'
C-23	47.89'	80.00'	34°17'49"	24.69'	N 58°36'19" E	47.18'
C-24	47.35'	80.00'	33°54'52"	24.39'	N 24°29'58" E	46.67'
C-25	8.68'	80.00'	6°13'00"	4.34'	N 04°26'02" E	8.68'
C-26	86.35'	55.00'	89°57'15"	54.96'	N 45°18'09" E	77.75'
C-27	31.42'	30.00'	60°00'00"	17.32'	N 61°16'46" E	30.00'
C-28	15.68'	30.00'	29°57'15"	8.03'	N 16°18'09" E	15.51'
C-29	25.62'	20.00'	73°23'54"	14.91'	N 37°08'19" E	23.90'
C-30	32.89'	50.00'	37°41'41"	17.07'	S 54°59'25" W	32.30'
C-31	50.11'	50.00'	57°25'08"	27.38'	S 07°26'00" W	48.04'
C-32	47.06'	50.00'	53°55'35"	25.44'	S 48°14'21" E	45.34'
C-33	47.42'	50.00'	54°20'19"	25.66'	N 77°37'37" E	45.66'
C-34	43.65'	50.00'	50°01'01"	23.32'	N 25°26'52" E	42.28'

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR ALL RESIDENTIAL LOTS IN THIS SUBDIVISION.

LOTS 2 THROUGH 20 AND 22 THROUGH 36, BLOCK 1; LOTS 2 THROUGH 10, BLOCK 2; LOTS 1 THROUGH 6 AND 8 THROUGH 25, BLOCK 3; LOTS 2 THROUGH 4, BLOCK 4 AND LOTS 1 THROUGH 10, BLOCK 5.

NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNITIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

CENTRAL DISTRICT HEALTH DEPARTMENT EHS 9/21/07

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

NOTES:

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THESE LOTS ARE HEREBY DEDICATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, SEWER, IRRIGATION AND STREET LIGHTS OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A FIVE (5) FOOT PROPERTY DRAINAGE, PUBLIC UTILITY AND IRRIGATION EASEMENT ADJACENT TO ALL LOT LINES INSIDE THIS SUBDIVISION WHICH DO NOT FRONT A PUBLIC STREET.

3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

4. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA, IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.

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

6. THE SILVERTIP SUBDIVISION HOME OWNER'S ASSOCIATION, OWNERSHIP AND/OR MAINTENANCE COMMITMENT MAY NOT BE ELIMINATED OR ASSIGNED TO OTHERS WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA.

7. ALL LOTS SHOWN ON THIS PLAT ARE RESIDENTIAL LOTS EXCEPT LOTS 1 AND 21, BLOCK 1; LOT 1, BLOCK 2; LOT 7, BLOCK 3; LOT 1, BLOCK 4 AND WHICH ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE SILVERTIP HOME OWNER'S ASSOCIATION AND ARE COVERED BY A PUBLIC UTILITY EASEMENT.

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

9. DIRECT LOT OR PARCEL ACCESS TO LUKER ROAD IS PROHIBITED.

10. A PORTION OF LOTS 1, 29, 30, 31 AND 32, BLOCK 1; LOTS 1, 2, 3, 4, 5, 6, 14, AND 15, BLOCK 3; LOTS 1, 3, AND 4, BLOCK 4; 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 ON JUNE 1, 2004 AS INSTRUMENT No. 104086411, 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.

PROFESSIONAL LAND SURVEYOR REGISTERED 4998 STATE OF IDAHO MICHAEL E. MARTIN 9/21/07

DEVELOPER:

GRIZZLY DEVELOPMENT

BOOK _____ PAGE _____

SILVERTIP SUBDIVISION

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS:

THAT JEFFREY T. WELKER, AN INDIVIDUAL, AND SILVERTIP COMMUNITIES, INC., AN IDAHO CORPORATION, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 (2): ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMEMCING AT THE SOUTHEAST CORNER OF THE SW 1/4 (SOUTH 1/4 CORNER) OF SECTION 25, T.2 N., R. 1 W., B.M.; THENCE N 00°26'21" E 1331.65 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4, THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;
THENCE S 00°26'21" W 1054.20 FEET TO THE NORTHEAST CORNER OF REGAL VIEW SUBDIVISION;
ALONG THE NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION THE FOLLOWING:
THENCE N 88°49'57" W 367.79 FEET TO A POINT;
THENCE N 01°11'33" W 329.26 FEET TO A POINT;
THENCE N 88°42'21" W 387.47 FEET TO A POINT;
THENCE N 48°30'02" W 535.10 FEET TO A POINT;
THENCE N 84°36'55" W 155.05 FEET TO THE NORTHWEST CORNER OF REGAL VIEW SUBDIVISION;
LEAVING SAID NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION:
THENCE N 00°35'10" E 370.55 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PIERONI'S SUBDIVISION NO. 3;
THENCE S 88°39'37" E 1321.73 FEET TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 22.02 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF June, 20 07.

JEFFREY T. WELKER, AN INDIVIDUAL

SILVERTIP COMMUNITIES, INC.

MATTHEW B. SCHULTZ, PRESIDENT

ACKNOWLEDGMENTS

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 13th DAY OF June, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEFFREY T. WELKER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

MICHAEL J. NELSON NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING AT Boise
MY COMMISSION EXPIRES: 7/8/2011

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 13th DAY OF June, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MATTHEW B. SCHULTZ, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF SILVERTIP COMMUNITIES, INC., 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 SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MICHAEL J. NELSON NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING AT Boise
MY COMMISSION EXPIRES: 7/8/2011

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, REPRESENTATIVE OF KELLER ASSOCIATES, THE CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS 30 DAY OF July, 20 07, HEREBY APPROVE THIS PLAT.

CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

COUNTY SURVEYOR
PLS 5359 9-24-2007

CERTIFICATE OF SURVEY

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

MICHAEL E. MARKS, P.L.S. NO. 4998

PROFESSIONAL LAND SURVEYOR REGISTERED 4998 5/31/07 STATE OF IDAHO MICHAEL E. MARKS

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 8 DAY OF August 20 07.

ADA COUNTY HIGHWAY DISTRICT SEAL

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 22nd DAY OF May, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, KUNA, IDAHO

CERTIFICATE OF COUNTY TREASURER

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

Cecil D. Ingram, by Shelly Biller, Deputy
COUNTY TREASURER

ADA COUNTY TREASURER

9-24-07
DATE

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 107133181

STATE OF IDAHO)
SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Silvertip LLC AT 7 MINUTES PAST 4 O'CLOCK P.M., THIS 24th DAY OF September, 2007 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 99 OF PLATS AT PAGES 12689 AND 12690.

DEPUTY

J. David Navarro
EX-OFFICIO RECORDER

Fee: $11.-

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 06/23/09 10:14 AM
DEPUTY Gail Garrett
RECORDED – REQUEST OF
Silvertip Sub
109073433

FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SILVERTIP SUBDIVISION

This First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Silvertip Subdivision (hereinafter referred to as "First Amendment") is made effective on the date it is recorded in the Official Records of Ada County, Idaho, by Hopkins Silvertip, LLC, an Idaho Limited Liability Company, hereinafter referred to as "Declarant."

1. Recording History. The original Master Declaration of Covenants, Conditions, Restrictions and Easements for Silvertip Subdivision was recorded on October 9, 2007, as Instrument No. 107139369, and was replaced by the Amended and Restated Master Declaration, recorded on June 1, 2009, as Instrument No. 109063598 (hereinafter referred to as "Amended and Restated Master Declaration").

2. Amendments. This First Amendment hereby amends Sections 7.10 and 7.14 of the Amended and Restated Master Declaration as follows:

a. Section 7.10. The last sentence of Section 7.10 shall be replaced with the following sentence: The yards and ground of all improved properties shall be maintained at all times in a neat and sightly condition and shall be kept free of all weeds.

b. Section 7.14. The first paragraph of Section 7.14 shall be replaced with the following paragraph:

> 7.14 **Boats. Campers and Other Vehicles:** Trailers, travel trailers, RV's, 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 or behind a 6' solid fence on all property boundaries, 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 (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. No inoperative vehicle shall be parked or stored at any time within the Property. No automobiles shall be parked with a "For Sale" sign displayed except for those driven on a daily basis.

3. Effect on the Remaining CC&R's. In all other respects the Amended and Restated Master Declaration shall be unaffected by this instrument.

Certification

The President and Secretary of the Silvertip Subdivision Homeowners Association, Inc., do hereby certify and attest that the foregoing First Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Silvertip Subdivision has been approved by the written consent of two thirds (2/3) or more of all of the members of the Association who would otherwise be able to cast a vote in favor of the amendment.

Randy Hopkins, President

Brian Murphy, Secretary

SUBSCRIBED AND SWORN to before me this 18th day of June, 2009.

JESSICA L. PERREAULT NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing At: Boise, ID
My Commission Expires: 2/4/2011

IN WITNESS WHEREOF, the undersigned DECLARANT executes this FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SILVERTIP SUBDIVISION, this 18th day of June, 2009.

HOPKINS SILVERTIP, LLC,
an Idaho Limited Liability Company

By: Aaron Van Der Aa
Its: Member-Manager

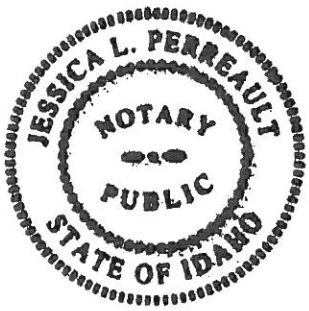
ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of Ada)

On this 18th day of June, 2009, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Aaron Van Der Aa, known or identified to me to be a Member-Manager of Hopkins Silvertip, LLC, an Idaho Limited Liability Company, that executed the within and foregoing instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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

Notary Public for Idaho
Residing At: Boise, ID
My Commission Expires: 2/4/2011



CONSENT TO AMENDMENT OF AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SILVERTIP SUBDIVISION

The following Members of Silvertip Homeowners Association, Inc., hereby give their consent to the amendment of the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Silvertip Subdivision, attached hereto as Exhibit A, and entitled "First Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Silvertip Subdivision":

Hopkins Silvertip, LLC

By: _____

Its: _____

Owner of ____ Lots of Silvertip Subdivision

Attest:

_____ _____

Randy Hopkins, President Brian Murphy, Secretary/Treasurer

Upon Recording please
return to: 910 E Carol St,
Meridian ID 83646

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 75.00 25
BOISE IDAHO 06/01/09 04:13 PM
DEPUTY Vicki Allen
RECORDED – REQUEST OF
Pioneer
109063598

ACCOMMODATION

0A10088

Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements For Silvertip Subdivision

THIS DECLARATION is made effective on the date it is recorded in the Official Records of Ada County, Idaho, by Hopkins Silvertip, LLC, an Idaho Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the following real property in the City of Kuna, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

See "#1" attached hereto and incorporated herein as if set forth in full, excluding Lots 11 and 12, Block 1.

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development of high quality;

WHEREAS, As additional land owned and platted by the Declarant adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Declarant, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, additional land formerly owned and platted by the Declarant or a predecessor in interest of the Declarant may, upon the approval of the Declarant become subject to the terms of this Master Declaration by annexing all or any of the said Lots as provided herein, provided that the Owner of each Lot so annexed approves said annexation in writing;

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association upon substantial completion of the development process.

ARTICLE I. DECLARATION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions and Easements which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

As used in this Declaration or in any supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 **ACHD** shall mean and refer to the Ada County Highway District.

2.2 **Annexed Property** shall mean and refer to any real Property made subject to this Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real Property.

2.3 **ARC** shall mean the Architectural Review Committee for the Subdivision, as fully described in Article X of this Declaration.

2.4 **ARC Rules/ARC Standards** shall mean such rules or standards promulgated by the ARC as authorized herein.

2.5 **Association** shall mean and refer to Silvertip Subdivision Homeowners Association, Inc. a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.6 **Assessment** shall mean a payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

2.7 **Board** shall mean the duly elected and qualified Board of Directors of the Association.

2.8 **Building** shall mean a Structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

2.9 **By-Laws** shall mean the By-Laws of the Association, including any amendments thereto duly adopted.

2.10 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.

2.11 **Common Facilities** shall mean and refer to these physical improvements constructed by Declarant upon Common Area, or upon the utility easement over each Lot including, without limitation, all street lights, entry way lights, signs (excluding street signs), benches, playground equipment, walkways, pedestrian paths; and the irrigation water system.

2.12 **Declarant** shall mean and refer to HOPKINS SILVERTIP LLC, its successors and assigns provided that such successor or assign has acquired more than two (2) Lots and that such lots constitute the remainder of unconveyed Lots owned by Declarant.

2.13 **Development** shall mean the project to be undertaken by the Declarant resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

2.14 **Dwelling** shall mean a Building intended for use as a Single-family Residence, and shall specifically include a Manufactured Home permanently affixed or installed to a foundation on a Lot for use as a Single-family Residence.

2.15 **Exempt Property** shall mean all properties within the Project which have been dedicated to, and

accepted by, a local public authority and all properties owned by a charitable or nonprofit corporation exempt from taxation by the laws of the United States of America, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.16 **Improvements** shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.

2.17 **Initial Construction** shall mean the first construction of permanent Improvements on a Lot following the sale of that Lot by the Declarant to an Owner, and intended for residential occupancy.

2.18 **Limited Assessment** shall mean an Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

2.19 **Lot** shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded plat map.

2.20 **Manufactured Home** shall have the same meaning as the definition contained in Kuna City Code § 4-2-2.

2.21 **Master Declaration** shall mean this instrument as it may be amended from time to time.

2.22 **Master Plan** shall mean the overall master development plan prepared by the Declarant for the whole of the Property, as the same exists from time-to-time and which illustrates the proposed total development contemplated by the Declarant and the nature and location of each of the uses intended to be allowed within the property, provided that no use shall be allowed within the Property unless the same is in accordance with applicable zoning ordinances.

2.23 **Member** shall mean and refer to any person or entity who is a member of the Association as defined by the Articles and Bylaws of the Association and this Declaration.

2.24 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot in the Subdivision.

2.25 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

2.26 **Occupant** shall mean any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

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

2.28 **Plat** shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

2.29 **Project** shall mean and refer to the Property and all contemplated improvements thereto.

2.30 **Property** shall mean and refer to the real property consisting of Silvertip Subdivision according to the official plat thereof and every part, parcel, and Lot thereof, excluding Lots 11 & 12, Block 1, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.31 **Regular Assessment** shall mean an assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

2.32 **Silvertip Subdivision Homeowners Association, Inc.** shall mean the Idaho nonprofit corporation organized by the Declarant and comprised of Members and existing for the purpose of providing self-government for the Property.

2.33 Single-family Residence shall be defined by building codes applicable to Ada County, Idaho, and shall specifically include a Manufactured Home as defined herein, so long as the Manufactured Home is used solely for the purpose of a Single-family Residence as defined by applicable building codes, and is permanently installed or affixed to foundation on a Lot.

2.34 **Special Assessment** shall mean a Start-up, Transfer, Re-Finance or Short Fall Assessment levied by the Association.

2.35 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground. Among other things, a Structure shall include a Building and a Dwelling.

2.36 **Supplemental Declaration** shall mean the additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within the Subdivision promulgated by the Declarant and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

2.37 **The Subdivision** shall mean the whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities, which shall be appurtenant, to and shall pass with the title to every Lot subject to the following provisions:

3.1 **Dedication:** The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of each class of members of the Association.

3.2 **Delegation:** Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Declaration.

3.3 **Easements:** The Association shall have the right to grant easements in the Common Area for utilities and similar purposes.

3.4 **Enforcement:** The Association, the Architectural Review Committee, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Declaration as provided for in this Declaration.

3.5 **Improvements:** The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said Property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Declaration.

3.6 **Rules And Regulations:** The Association shall have the right from time to time to adopt Rules and Regulations regulating the use and enjoyment of the Common Area and Common Facilities.

3.7 **Suspension:** The Association shall have the right to suspend the voting rights and of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

ARTICLE IV. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

4.1 Itself, its employees, successors and assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real Property owned by Declarant, or its successors or assigns;

4.2 Itself, its employees, successors and assigns, and its agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded subdivision plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be

restored to the level and condition that existed prior to the doing of work; and

4.3 Itself, its employees, agents, representatives, contractors and their subcontractors and employees, and its successors and assigns, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area and Common Facilities, where applicable, for:

A) Construction, excavation, grading, landscaping, parking and/or storage;

B) Maintenance and operation of a sales office and model units for sales purposes;

C) The showing to potential purchasers of any unsold Lot, unit or improvements within the Project;

D) Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Project;

E) Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;

F) Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to property annexed to the Project pursuant to the provisions hereof for the annexation of additional parcels, and the use and enjoyment of water there from.

ARTICLE V. MAINTENANCE

5.1 **Common Area and Common Facilities**: Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out the management of such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 1, Block 1; Lot 21, Block 1; Lot 1, Block 2; Lot 7, Block 4; Lot 1, Block 5; of Silvertip Subdivision, and to any Lot or parcel designated as COMMON AREA in a Supplemental Declaration subjecting additional real property to this DECLARATION, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded plat for pedestrian paths and the irrigation system constructed and to be constructed for the Project whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration.

5.2 **Private Property:** Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. All front, side and rear yards shall be landscaped and maintained in a professional manner including, but not limited to, lawns cut, watered, fertilized, and kept weed and clover free; shrubs and bushes trimmed; rubbish and debris removed; and the exterior otherwise maintained in a neat and aesthetically pleasing condition. All front sprinkler systems shall be maintained and kept in an operable condition. All fencing shall be maintained in an aesthetically pleasing condition and shall not be allowed to fall into disrepair. No Building or Structure upon any Lot covered by this Master Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repaired and adequately painted.

ARTICLE VI. STORM WATER DRAINAGE AND RETENTION SYSTEM

6.1 **Ada County Highway District Storm Water and Drainage Easement:** The Ada County Highway District (ACHD) is hereby granted an easement to Lot 1 of Block 1 as servient to and containing the ACHD storm water drainage system. This Lot is encumbered by that certain master perpetual storm water drainage easement recorded on June 1, 2004 as instrument NO. 104068411 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.

6.2 **Storm Water and Drainage Easement Area Restrictions:** The drainage easement area described in this Article shall be improved with biovegetated grassy swales and sand window drains in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, shrubs and grass) and the like may be placed or installed in the biovegetated grassy swale areas, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention System. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

6.3 **Operation and Maintenance of Storm Water Drainage and Retention System:** The Association shall provide all "light" maintenance of the Storm Water Drainage and Retention System, including the swale areas described herein, and as specified in the applicable operation and maintenance manual. Required maintenance shall include, but not be limited to the following:

A) Periodic inspection of the Storm Water Drainage and Retention System, including the banks of the retention area and biovegetated grassy swales and sand window drains for water spots and other erosion, on at least a monthly basis;

B) Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating provided however, that any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention System;

C) Collection and disposal of any and all trash and debris found in and around the easement area; and,

D) Periodic inspection of the bottom of the biovegetated grassy swale areas and sand window drains for the accumulation of sediment or organics.

6.4 **Ada County Highway District (ACHD) Rights:** ACHD shall have the right to inspect such storm water facilities and, if necessary, promptly perform any required maintenance. ACHD must approve any proposed changes in the previously approved documents. ACHD shall have the right to assess the costs of any required maintenance to the property within the development, including the use of liens and/or assessment of maintenance costs against the real property taxes owed by the Lots within the development.

6.5 **Heavy Maintenance of Storm Water Drainage and Retention System;** ACHD shall perform the "heavy" maintenance of the Storm Water Drainage and Retention System. Said "heavy" maintenance consists of periodically inspecting the Storm Water Drainage and Retention System to ensure it is functioning properly, cleaning out the facility piping, and mucking out the facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for

the operation, maintenance and repair of all storm drains within the public rights of-way and within any Ada County Highway District storm drain easements as may depicted on the Plat.

ARTICLE VII. USE AND BUILDING RESTRICTIONS

The use of any Lot and the construction of any Improvements thereon, shall be subject to the following requirements and restrictions:

7.1 **Building Restrictions:**

A) No Building, Structure, or Improvement shall be constructed, erected, altered or maintained on any Lot, nor shall any portion of the Property be used, designed or intended to be used for any purpose other than a Single-family Residence, together with usual and appropriate structures, if any, approved by the Architectural Review Committee provided however that an office and model home or homes for the purpose of the development, construction and marketing of Lots and homes in the Property may be maintained by Declarant. All Buildings, Structures, and Improvements must comply with the applicable ordinances of the City of Kuna.

B) No Improvement shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved in writing by the Architectural Review Committee in accordance with the provisions of Article X hereof, and comply with the applicable ordinances of the City of Kuna.

C) All Buildings, other than Manufactured Homes, shall be of frame, stone, stucco or brick construction and if other than stone or brick, shall be finished, painted and maintained in good repair. All Manufactured Homes shall be maintained in good repair, and permanently installed or affixed to a foundation on the Lot..

7.2 **Maximum Building Height:** No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point, or as required by City of Kuna, whichever is less. No other Structure shall exceed twenty-two (22) feet in height, above grade to its highest point, unless the Architectural Review Committee approves the same in writing.

7.3 **Setback:** Subject to the requirements of the applicable ordinances of the City of Kuna and the rights of the Architectural Review Committee to approve the site plan for any Building to be constructed upon a Lot:

A) All Dwellings shall be subject to the setbacks set forth in the Architectural Review Guidelines. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

B) All other Structures shall be subject to such setbacks as may be required by the Architectural Review Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

C) For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the building; provided, however, that this section shall not be construed to

permit any eaves, steps, chimneys or gutters or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as a part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the Architectural Review Committee.

7.4 **Building Site Subdivision:** A building site shall consist of at least one (1) Lot, or a parcel composed of more than one Lot. No Lot shall be further subdivided after the initial transfer thereof by Declarant. No parcel composed of more than one (1) Lot conveyed for the purpose of constructing a single family dwelling thereon, shall be subdivided or conveyed other than as a single indivisible parcel unless title thereto reverts to Declarant.

7.5 **Fences. Hedges & Walls:** No fences, hedges 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, material, design and color. Each house is required to install a front fence 4' behind the front elevation on both sides and run horizontal to the closest property line (wing fencing). All houses on corner lots must have a fence installed on all exposed property lines. All fences, hedges and walls must comply with the applicable ordinances of the City of Kuna or as required by the Architectural Review Committee whichever is more restrictive. Fences may be constructed of vinyl or wood, or as otherwise approved by the ARC, and must be six (6) feet in height. Fencing and wall specifications and location must be submitted for ARC written approval prior to the commencement of construction of such fence or wall.

7.6 **Construction:** During the course of construction no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall at any time be used as a residence, temporarily or permanently nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the dwelling thereon. This section does not prohibit the permanent installation or affixing of a Manufactured Home to a foundation on a Lot when it is intended to be used as a Single-family Residence. A temporary sales office of a portable nature may be placed upon any Lot by Declarant or its authorized agents, to facilitate Lot or initial (spec) house sales. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

7.7 Completion of Construction: Construction of any Building, Structure, or Dwelling must be initiated within nine (9) months of purchase of a Lot. All such construction must be completed within six (6) months from initiation of construction. "Initiation of construction" shall mean the excavation work necessary to begin construction of any Building, Structure, or Dwelling. In the case of a Manufactured Home, such Manufactured Home must be permanently installed or affixed to a foundation on the Lot within nine (9) months of purchase of the Lot.

7.7 **Mining and Drilling:** No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot, unless and only to the extent, such excavation is necessary in connection with the construction of an approved Structure thereon.

7.8 **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:

A) Such animals are not bred or maintained for any commercial purpose; and,

B) Dogs and cats shall be limited in number as follows: Two (2) dogs and/or two (2) cats may be kept on a Lot, with an exception of 60 days granted for puppies and kittens born to an existing pet.

C) Any such household pets shall be properly restrained and controlled at any time they are within the Property. It shall be the obligation of an Owner to control his animals in accordance with the Rules and Regulations from time to time adopted by the Association.

D) Any kennel for animals on any Lot must be approved by the Architectural Review Committee prior to installation and shall be; 1) screened from view in a location and of construction approved by the Architectural Review Committee; 2) located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners; and 3) maintained in a clean, odor free and insect free manner.

E) "Household pets" as permitted hereby shall not include livestock, poultry, swine, or waterfowl.

F) Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to Owners of other Lots.

7.9 **Landscaping:** Prior to the completion of construction of the dwelling upon any Lot, the Owner shall submit a landscaping plan to the Architectural Review Committee for written approval. The owner shall landscape such Lot in conformance with the landscape plan approved by the Architectural Review Committee, and shall include, at a minimum, an automatic sprinkler system for the front yard, and one 1 inch caliper tree and five 1-gallon shrubs or bushes in the front yard. All front yard and side yard landscaping on corner lots and wing fencing (see fencing requirements under section 7.5) must be completed prior to occupancy and, if a spec house, within ten (l0) days of completion of the residence. Completion of the residence shall mean a state of completion sufficient to obtain an occupancy permit. All other landscaping shall be completed within 30 days of occupancy. If placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Architectural Review Committee (but shall be completed no later than the next April 30th following occupancy). Architectural review deposit will not be released until all landscaping is complete. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition. The landscaping plan must comply with the applicable ordinances of the City of Kuna.

7.10 **Care of Landscaping:** No tree, shrub or other planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way, from ground level to a height of ten (l0) feet. The yards and ground in connection with all improved properties shall be maintained in a neat and sightly condition and in an appearance not out of keeping with that of typical improved properties in the tract.

7.11 **Unsightly Structures, Property or Practices:** No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, the following specific restrictions shall apply:

A) All unsightly facilities, equipment or structure shall be enclosed within approved structures or appropriately screened from view.

B) Basketball backboards or posts shall not be installed without prior approval of the Architectural Review Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable

basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or street and must be kept in an upright position.

C) All refuse, garbage and trash shall be kept at all times in covered reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view except when necessarily placed for pick up by garbage removal service not to exceed 18 hours in any one week period (Monday through Sunday).

D) Storage piles and compost piles shall be screened from view in a location and of construction approved by the Architectural Review Committee; and located and maintained in a manner to avoid any endangerment of, or nuisance to, adjacent Lot Owners. No lumber, grass, shrubs or tree clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot.

7.12 **Material Storage and Maintenance of Vacant Lots:** No building materials of any kind shall be placed or stored upon a Lot until the Owner is ready and able to commence construction and then such material shall be placed within the property lines of the Lot upon which the Structure is to be erected. All vacant lots shall be maintained by Owner in a weed free manner at all times.

7.13 **Noxious Use of Property:** All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit, provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the Subdivision; and further provided that such business does not employ any person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. The restrictions set forth herein shall be interpreted and construed in accordance with state and federal law and shall not be enforced against any business, entity or person on the basis of race, color, religion, sex, handicap, familial status, or national origin.

7.14 **Boats. Campers and Other Vehicles**: Trailers, travel trailers, RV's, boats, tractors, campers, utility trailers, recreation vehicles including, but not limited to, all-terrain vehicles, motorcycles, jet skies, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure or screened from public view 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. "Screened from public view" is defined as behind a solid fence and not projecting above a six (6) foot fence. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other 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. No inoperative vehicle shall be parked or stored at any time within the Property. No automobiles shall be parked with a "For Sale" sign displayed except for those driven on a daily basis.

A) The use of all vehicles, including but not limited to automobiles, trucks, motorcycles and all-terrain vehicles shall not be used in a Common Area or easement within the project except for the expressed purpose of maintenance for said Common Area or easements.

B) Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles (excluding trailers for snowmobiles, motorcycles, etc.) may be parked on a Lot in the driveway for a period not to exceed 24 hours in duration, nor more than 48 hours in any seven (7) day period, while in immediate use by an Owner, being

prepared for use, or being prepared for storage after use. The intent of this section is to allow the homeowner to load and/or unload vehicles after use and not for storage of a vehicle or use as living quarters.

7.15 **Exterior Antennas:** No exterior radio antennae, television antenna, satellite dish antennae or any other antennae of any type shall be erected or maintained on the Property until the specification and location is submitted and approved in writing by the Architectural Review Committee.

7.16 **Signage**: Not more than one (l) realtor sign, one (l) marketing sign and one (l) Builder 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. No sign of any kind shall be displayed to the public view more than six (6) square feet in size. In addition, signs may also be allowed as follows:

A) The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area and Common Facilities or upon utility easements of a size and design approved by the Architectural Review Committee. No other signs shall be placed or maintained upon any of the Common Area.

B) Declarant is entitled to place signs of such size, design and number as Declarant may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

7.17 **Rentals:** No "For Rent" signs shall be permitted on or next to any Lot at any time.

7.18 **Exterior Lighting:** No exterior lighting shall be installed or maintained on any Lot or Structure thereon, which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Review Committee. All exterior lighting shall be in compliance with the applicable ordinances of the City of Kuna.

7.19 **Mail Boxes:** Each Lot shall have a uniform mailbox and support structure installed by Declarant and thereafter maintained in good repair and replaced as needed by Owner. The replacement mailbox and/or post must be of the same type and material as the original.

7.20 **Sewage Disposal:** No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot.

7.21 **Drainage:** Irrigation drainage or wastewater may be transmitted only by the irrigation and drainage systems installed by Declarant and operated and maintained by the Association. Irrigation or wastewater shall not be permitted to flow in open ditches to or on any Lot.

7.22 **Window Coverings:** Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.23 **Clotheslines:** Exterior clotheslines or other outside clothes drying or airing facility shall be screened from view in a location and of construction approved by the Architectural Review Committee.

7.24 **Major Appliances:** No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any structure or improvement. No window air condition units to be installed at any time.

ARTICLE VIII. HOMEOWNER'S ASSOCIATION

8.1 **Formation:** Simultaneously with the execution and recordation of the original Master Declaration, the Association was incorporated and adopted Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Master Declaration, the provisions of this Master Declaration shall control.

8.2 **Membership:** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

8.3 **Voting:** The Association shall have two (2) classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Master Declaration.

A) Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (l) person is an Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B) The sole Class B Member shall be the Declarant, who shall be entitled to twenty (20) votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A membership (one (1) Class A membership for each Lot owned) on the earlier of:

1) When all the Lots have been sold to Owners other than Declarant;

or

2) On January 15, 2027.

ARTICLE IX. COVENANT AND LIEN FOR ASSESSMENTS

The Declarant, for each Lot within the Property, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied hereunder. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) Regular Assessments, and (b) Special Assessments, and (c) Limited Assessments, such assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in this Master Declaration to the contrary, exempt Property shall not be subject to the Assessments provided for herein unless a Dwelling is constructed thereon.

9.1 **Regular Assessment:**

A) Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easements areas, if any, controlled by the Association, and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder,

landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

B) The Board will compute the amount of the initial Regular Assessment beginning the first day of the month in which the first sale of a Lot, occurs (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

9.2 **Special Assessment:** The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

A) **Short Fall Assessment:** 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 any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or any facility located thereon or an easement area controlled by the Association; the furnishing of a special service or services (other than those appropriate for a Limited Assessment); attorney fees and/or litigation costs or other professional fees; any other expenses incurred or to be incurred as provided for in the Master Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of a majority of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

B) **Transfer and Refinance Special Assessment:** Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a special transfer assessment of two hundred fifty dollars ($250.00), which shall be used for general Association purposes.

9.3 **Limited Assessments:** The Association may levy Limited Assessments in the following circumstances:

A) **Maintenance and Repair:** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvement on a Lot, if such maintenance and repair is necessary, in the opinion 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 after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.

B) **Correction of Violation:** In addition to maintenance and repair, the Board, upon certification from the ARC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the ARC Rules/ARC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses, management fees and attorneys' fees shall be assessed and collected as set forth in Article IX of this Master Declaration.

C) **Notice:** The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given seven (7) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent via first class mail or certified mail to the last known address of such Owner shown on the records of the Association.

D) **Collection Costs:** Each Owner against whom a Limited Assessment is levied agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds, from the date of expenditure at the rate of two percent (2%) per month plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action and all attorney fees incurred, which such amounts shall be added to and become a part of the Limited Assessment against that Lot, and Owner and shall create a lien enforceable in the same manner as other Assessments set forth in this Declaration. If such an Assessment is not paid within the (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees and collection procedures set out herein.

9.4 **Personal Obligation:** Each such assessment, together with interest thereon at the legal rate, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association and reasonable attorney fees shall also be the personal obligation of the Owner of such property at the time when the assessment becomes due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

9.5 **Collection of Assessments:** Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of $25.00 per each week (or portion thereof) the payment is late, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall automatically constitute a lien on and against the Lot to which the Assessment pertains, without any requirement of filing any documentation of such lien. The Association may nonetheless file an Affidavit or Claim of Lien evidencing such lien at any time after the due date of the Assessment.

A) The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of giving notice and collecting the Regular, Limited or Special Assessments.

B) The Association may:

1) Bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action; or

2) Foreclose the lien against the Lot in the same manner as provided by law regarding statutory materialmen's liens; or

3) Use the enforcement procedures of the Bylaws, if any.

C) In the event of enforced collection of an Assessment, the costs of collection, including management and processing fees as well as reasonable attorney fees, shall be added to the amount of the Assessment for collection.

D) No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

9.6 **Subordination of Assessment Liens to Mortgages:** The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust placed against a Lot by its Owner. No mortgagee of a mortgage or beneficiary of a deed of trust shall be required to collect any unpaid assessment. The failure of an Owner to pay assessments shall not constitute a default under a mortgage or deed of trust. Sale or transfer of a lot shall not affect the assessment lien, nor shall the transferee in such sale or transfer be relieved from personal liability for any assessment thereafter becoming due or from the lien thereof.

9.7 **Certificate:** Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer or representative of the Association setting forth whether the Assessments on a specified Lot have been paid.

ARTICLE X. ARCHITECTURAL REVIEW

10.1 **Creation of Architectural Review 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 Review Committee is hereby established consisting of two (2) or more members to be appointed by Declarant. So long as the Declarant owns any Lot or parcel within or adjacent to the Property, the Declarant shall have the sole right to appoint and remove all members of the Architectural Review Committee. Thereafter, the members of the Architectural Review Committee shall be appointed or removed by the Board.

10.2 **Approvals Required:** No Building, fence, wall, pool, patio cover, window awning or other Structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Review Committee may require (including but not limited to any electrical, heating or cooling systems) shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Master Declaration. In the event the Architectural Review Committee fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Review Committee in such form as it may require, approval will not be required, and this Article will be deemed to have been fully complied with.

10.3 **Rules and Regulations:** The Architectural Review Committee is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate

consistent with the provisions of this Master Declaration with regard to matters requiring the Architectural Review Committee's approval, including matters of design, materials, and aesthetic interest.

10.4 **Fees:** The Architectural Review 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 to the Committee 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 Review Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including any inspections which may be required.

10.5 **Waiver:** The approval of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the approval of the Architectural Review Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

10.6 **Variances:** The Architectural Review Committee shall have the ability to grant variances in regard to specific cases.

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

10.8 **Review of Exterior Appearance, Walls, Etc.:** The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the Architectural Review Committee shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Review Committee as to color. All open porches and patio roofs shall require the prior approval of the Architectural Review Committee.

ARTICLE XI. ENFORCEMENT

11.1 **Authority to Enforce:** The provisions of this Master Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

A) The Board as to all matters;

B) The Declarant so long as it has any retained ownership of any of the Property; and

C) The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

11.2 **Methods of Enforcement:** Subject to the provisions of Paragraph 11.3 hereof, the following methods of enforcement may be utilized:

A) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.

B) Eviction for trespass by police action.

C) The Association through its agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to Section 9.3. above.

D) Monetary penalties and temporary suspension from Association membership rights and privileges including, without limitation, curtailment of water from the irrigation system provided that except for late charges, interest, and other penalties for failure to pay as due Assessments levied by the Association as provided in this Master Declaration, no such discipline or sanction shall be effective against a Member unless:

1) The Member is given seven (7) days' written notice of the proposed discipline or sanction and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of a hearing to be held on the matter, which shall not be less than five (5) days before the effective date of the proposed discipline or sanction.

2) The hearing shall be conducted by the Board or a committee composed of not less than three (3) persons, appointed by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate discipline or sanction until the conclusion of the hearing.

3) Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice, must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board.

4) A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

11.3 **Limitations on Enforcement:** The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned interest, other than the right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this Master

Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special or Limited Assessments duly levied by the Association.

11.4 **Fees and Costs:** The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

11.5 **Failure to Enforce:** Neither the Association nor the Architectural Review Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XII. ANNEXATION

12.1 **Procedure**: Any additional land may be annexed by Declarant without the consent of Members within twenty (20) years of the date of this instrument. Amendment of the Master Declaration to include such Annexed Property, and to subject such Annexed Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Annexed Property and any supplemental covenants, conditions and restrictions applicable thereto, and shall describe the Common Area and Common Facilities thereof. Upon the recordation of the Supplemental Declaration, the Annexed Property described therein, shall be subject to the terms and provisions of this Master Declaration as though included originally in this Master Declaration, and the definitions of Property, Common Area and Common Facilities shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the Annexed Project shall be subject to all easements, restrictions and reservations set forth in this Master Declaration and shall have the privileges of use of Common Area and Common Facilities, except as otherwise provided herein, and subject to the restrictions and reservations set forth in the Master Declaration as amended and supplemented from time to time.

12.2 **Designation of Common Areas:** Any Common Area and Common Facilities designated by Declarant as such on the Plat of the Annexed Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other Owners of Lots subject to this Master Declaration.

ARTICLE XIII. WATER SYSTEMS

13.1 **Irrigation System:** Pressurized Irrigation System and Assessments. It is the stated intention of the City of Kuna to create a pressurized irrigation system (the "Irrigation System") which will serve the Lots and the Common Area in the Silvertip Subdivision. Declarant shall construct mains and distribution lines for the Irrigation System as required by the City of Kuna and shall convey them to the City of Kuna for its use as a part of the Irrigation System. The Irrigation System will be owned and operated by or on behalf of the city of Kuna.

Each Lot shall have an independent irrigation services system connected to the Irrigation System. Such System shall, in all respects, comply with the ordinances, standards, rules, regulations and standard drawings of the City of Kuna (as well as the laws, rules and regulations of the State of Idaho) governing the Irrigation System, as they may be, from time to time promulgated or amended. It is the responsibility of each lot Owner to determine that each Lot's system and service is in such compliance and shall be responsible for the maintenance thereof.

WATER FROM THE IRRIGATION WATER SYSTEMS IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS/HER/THEIR LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

13.2 **Easement:** Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon, under, or appurtenant to the Property or any portion thereof, and a nonexclusive easement as depicted on the final plat, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of a pressurized pipe irrigation system to be conveyed to and operated by the Association. Adequate surface water for irrigation sufficient to each phase of development of the Property will be conveyed to the Association as each Plat is recorded.

ARTICLE XIV. INSURANCE AND BONDS

14.1 **Required Insurance:** The Association shall 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. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A) A multi-peril-type policy covering any Common Area and Common Facilities providing at a minimum, fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B) A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Dwellings, coverage shall be for at least $1,000,000 per occurrence, for personal injury and/or property damage.

C) Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

14.2 **Optional Insurance:** The Association may 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.

A) Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Review Committee and other committees, as may be appointed from time to time by the Board in such amount as may be reasonable on the premises.

B) The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

14.3 **Additional Provisions:** The following additional provisions shall apply with respect to insurance:

A) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B) Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners 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 Association without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C) All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of any state or federal regulatory agency having jurisdiction thereof.

ARTICLE XV. GENERAL PROVISIONS

15.1 **Severability:** Invalidation of any of these provisions or these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

15.2 **Amendment:** The easements, covenants, conditions, and restrictions of this Master Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Master Declaration, other than the provisions of Articles IV and XII and Sections 8.2 and 10.1 hereof, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than two-thirds (2/3) of the votes of membership in the Association, or Declarant alone if Declarant still owns one-third (1/3) of all the Lots. Any amendment to Articles IV and XII and Sections 8.2 and 10.1 shall, until the last Lot in the Project is sold by Declarant, require in addition to a document signed and acknowledged by the requisite membership, written consent of Declarant its successors or assigns. No amendment to the Declaration shall be effective until recorded.

15.3 **Conveyance of Common Area:** The Common Area and Common Facilities in each phase of development of the Project shall be conveyed to the Association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD.

Certification

The President and Secretary/Treasurer of the Silvertip Subdivision Homeowners Association, Inc. ("Association") do hereby certify and attest that the foregoing Amended and Restated Master Declaration of Covenants, Conditions, Restriction and Easement for Silvertip Subdivision has been approved by the written consent of ninety percent (90%) or more of all of the members of the Association who would otherwise be able to cast a vote in favor of the amendment.

Randy Hopkins, President

Brian Murphy, Secretary/Treasurer

SUBSCRIBED AND SWORN to before me this 27th day of May, 2009.

JESSICA L. PERRAULT NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing At: Boise, ID
My Commission Expires: 2/4/2011

IN WITNESS WHEREOF, THE undersigned DECLARANT executes this AMENDED MASTER DECLARATION this 27th day of May, 2009.

HOPKINS SILVERTIP LLC, an Idaho Limited Liability Company

By: HOPKINS GROWTH FUND LLC, an Idaho Limited Liability Company
Its: Member

By: Aaron Van Der Aa
Its: Member-Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of May, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Van Der Aa, known or identified to me to be a Member-Manager of Hopkins Growth Fund, LLC, an Idaho Limited Liability Company, the member of Hopkins Silvertip, LLC, an Idaho Limited Liability Company, that executed the within and foregoing instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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



Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 2/4/2011

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 81.00 27
BOISE IDAHO 10/09/07 03:49 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Spink Butler
107139369

MASTER
Declaration of Covenants, Conditions, Restrictions and Easements For Silvertip Subdivision

THIS DECLARATION is made on the date hereinafter set forth by SILVERTIP COMMUNITIES, INC., an Idaho Corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the following real property in the City of Kuna, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

See "#1" attached hereto and incorporated herein as if set forth in full excluding Lots 11 and 12, Block 1.

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development of high quality;

WHEREAS, As additional land owned and platted by the Declarant adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Declarant, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, additional land formerly owned and platted by the Declarant or a predecessor in interest of the Declarant under the name "Silvertip Subdivision" may, upon the approval of the Declarant become subject to the terms of this Master Declaration by annexing all or any of the said Lots as provided herein, provided that the Owner of each Lot so annexed approves said annexation in writing;

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association upon substantial completion of the development process.

ARTICLE I. DECLARATION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions and Easements which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

As used in this Declaration or in any supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 **ACHD** shall mean and refer to the Ada County Highway District.

2.2 **Annexed Property** shall mean and refer to any real Property made subject to this Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real Property.

2.3 **ARC** shall mean the Architectural Review Committee for the Subdivision

2.4 **ARC Rules/ARC Standards** shall mean such rules or standards promulgated by the ARC as authorized herein.

2.5 **Association** shall mean and refer to Silvertip Subdivision Homeowners Association, Inc. a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.6 **Assessment** shall mean a payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

2.7 **Board** shall mean the duly elected and qualified Board of Directors of the Association.

2.8 **Building** shall mean a structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

2.9 **By-Laws** shall mean the By-Laws of the Association, including any amendments thereto duly adopted.

2.10 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.

2.11 **Common Facilities** shall mean and refer to these physical improvements constructed by Declarant upon Common Area, or upon the utility easement over each Lot including, without limitation, all street lights, entry way lights, signs (excluding street signs), benches, playground equipment, walkways, pedestrian paths; and the irrigation water system.

2.12 **Declarant** shall mean and refer to SILVERTIP COMMUNITIES, INC., its successors and assigns provided that such successor or assign has acquired more than two (2) Lots and that such lots constitute the remainder of unconveyed Lots owned by Declarant.

2.13 **Development** shall mean the project to be undertaken by the Declarant resulting in the improvement of the Subdivision or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

2.14 **Dwelling** shall mean a Building intended for use as a single family residence.

2.15 **Exempt Property** shall mean all properties within the Project which have been dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit corporation exempt from taxation by the laws of the United States of America, all of

which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.16 **Improvements** shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.

2.17 **Initial Construction** shall mean the first construction of permanent Improvements on a Lot following the sale of that Lot by the Declarant to an Owner, and intended for residential occupancy.

2.18 **Limited Assessment** shall mean an Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

2.19 **Lot** shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded plat map.

2.20 **Master Declaration** shall mean this instrument as it may be amended from time to time.

2.21 **Master Plan** shall mean the overall master development plan prepared by the Declarant for the whole of the Property, as the same exists from time-to-time and which illustrates the proposed total development contemplated by the Declarant and the nature and location of each of the uses intended to be allowed within the property provided that no use shall be allowed within the Property unless the same is in accordance with applicable zoning ordinances.

2.22 **Member** shall mean and refer to any person or entity who is a member of the Association as defined by the Articles and Bylaws of the Association and this Declaration.

2.23 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot in the Subdivision.

2.24 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot in the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

2.25 **Occupant** shall mean any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

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

2.27 **Plat** shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

2.28 **Project** shall mean and refer to the Property and all contemplated improvements thereto.

2.29 **Property** shall mean and refer to the real property consisting of Silvertip Subdivision according to the official plat thereof and every part, parcel, and Lot thereof excluding Lots 11 & 12, Block 1, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.30 **Regular Assessment** shall mean an assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

2.31 **Silvertip Subdivision Homeowners Association, Inc.** shall mean the Idaho nonprofit corporation organized by the Declarant and comprised of Members and existing for the purpose of provided self-government for the Property.

2.32 **Special Assessment** shall mean a Start-up, Transfer, Re-Finance or Short Fall Assessment levied by the Association.

2.33 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground. Among other things, a structure shall include a Building and a Dwelling.

2.34 **Supplemental Declaration** shall mean the additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within the Subdivision promulgated by the Declarant and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

2.35 **The Subdivision** shall mean the whole of the Property and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities, which shall be appurtenant, to and shall pass with the title to every Lot subject to the following provisions:

3.1 **Dedication:** The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of each class of members of the Association; and,

3.2 **Delegation:** Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Declaration.

3.3 **Easements:** The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;

3.4 **Enforcement:** The Association, the Architectural Review Committee, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Declaration as provided for in this Declaration;

3.5 **Improvements:** The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said Property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Declaration;

3.6 **Rules And Regulations:** The Association shall have the right from time to time to adopt Rules and Regulations regulating the use and enjoyment of the Common Area and Common Facilities.

3.7 **Suspension:** The Association shall have the right to suspend the voting rights and of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

ARTICLE IV. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

4.1 Itself, its employees, successors and assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real Property owned by Declarant, or its successors or assigns;

4.2 Itself, its employees, successors and assigns, and its agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded subdivision plat of the Property for installation, use,

maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

4.3 Itself, its employees, agents, representatives, contractors and their subcontractors and employees, and its successors and assigns, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area and Common Facilities, where applicable, for:

A) Construction, excavation, grading, landscaping, parking and/or storage;

B) Maintenance and operation of a sales office and model units for sales purposes;

C) The showing to potential purchasers of any unsold Lot, unit or improvements within the Project;

D) Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Project;

E) Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;

F) Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to property annexed to the Project pursuant to the provisions hereof for the annexation of additional parcels, and the use and enjoyment of water there from.

ARTICLE V. MAINTENANCE

5.1 **Common Area and Common Facilities:** Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out the management of such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 1, Block 1; Lot 21, Block 1; Lot 1, Block 2; Lot 7, Block 4; Lot 1 Block 5; of Silvertip Subdivision, and to any Lot or parcel designated as COMMON AREA in a Supplemental Declaration subjecting additional real property to this DECLARATION, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded plat for pedestrian paths and the irrigation system constructed and to be constructed for the Project whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration.

5.2 **Private Property:** Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. All front, side and rear yards shall be landscaped and maintained in a professional manner including, but not limited to, lawns cut, fertilized, weed and clover free, shrubs trimmed, rubbish and debris removed and otherwise maintained in a neat and aesthetically pleasing condition. No Building or Structure upon any Lot covered by this Master Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repair and adequately painted.

ARTICLE VI. STORM WATER DRAINAGE AND RETENTION SYSTEM

6.1 **Ada County Highway District Storm Water and Drainage Easement:** The Ada County Highway District (ACHD) is hereby granted Lot 1 of Block 1 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 on June 1, 2004 as instrument NO. 104068411 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.

6.2 **Storm Water and Drainage Easement Area Restrictions:** The drainage easement area described in this Article shall be improved with biovegetated grassy swales and sand window drains in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, shrubs and grass) and the like may be placed or installed in the biovegetated grassy swale areas, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention System. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

6.3 **Operation and Maintenance of Storm Water Drainage and Retention System:** The Association shall provide all "light" maintenance of the Storm Water Drainage and Retention System, including the swale areas described herein, and as specified in the applicable operation and maintenance manual. Required maintenance shall include, but not be limited to the following:

A) Periodic inspection of the Storm Water Drainage and Retention System, including the banks of the retention area and biovegetated grassy swales and Sand window drains for water spots and other erosion, on at least a monthly basis;

B) Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating provided however any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention System;

C) Collection and disposal of any and all trash and debris found in and around the easement area; and,

D) Periodic inspection of the bottom of the biovegetated grassy swale areas and Sand window drains for the accumulation of sediment or organics.

6.4 **Ada County Highway District (ACHD) Rights:** ACHD shall have the right to inspect such stormwater facilities and, if necessary, promptly perform any required maintenance. ACHD must approve any proposed changes in the previously approved documents. ACHD shall have the right to assess the costs of any required maintenance to the property within the development, including the use of liens and/or assessment of maintenance costs against the real property taxes owed by the Lots within the development.

6.5 **Heavy Maintenance of Storm Water Drainage and Retention System;** ACHD shall perform the "heavy" maintenance of the Storm Water Drainage and Retention System which said "heavy" maintenance consists of periodically inspecting the Storm Water Drainage and Retention System to ensure it is functioning properly, cleaning out the facility piping, and mucking out the facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation, maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may depicted on the Plat.

ARTICLE VII. USE AND BUILDING RESTRICTIONS

The use of any Lot and the construction of any Improvements thereon, shall be subject to the following requirements and restrictions:

7.1 **Building Restrictions:**

A) No building, Structure, or Improvement shall be constructed, erected, altered or maintained on any Lot, nor shall any portion of the Property be used, designed or intended to be used for any purpose other than a single family dwelling, together with usual and appropriate structures, if any, approved by the Architectural Review Committee provided however that an office and model home or homes for the purpose of the development, construction and marketing of Lots and homes in the Property may be maintained by Declarant. In no event shall a manufactured home be erected, placed or permitted to remain on any Lot. All Buildings must comply with the applicable ordinances of the City of Kuna.

B) The occupancy of a single family dwelling shall be limited to persons related by blood, adoption or marriage, or to other persons living together as a single household, no more than two (2) of whom are unrelated to any other occupant.

C) No improvement shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved in writing by the Architectural Review Committee in accordance with the provisions of Article X hereof, and comply with the applicable ordinances of the City of Kuna.

D) All buildings shall be of frame, stone, stucco or brick construction and if other than stone or brick, shall be finished, painted and maintained in good repair.

7.2 **Minimum Building Size and Height:**

A) No Dwelling shall be erected, altered, placed or permitted to remain on any Lot, which contains less than 1,000 square feet of living area; and if the Dwelling contains more than one story, the minimum square footage of living area shall be 1,300 square feet. The square footage of living

area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages.

B) No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point or as required by City of Kuna whichever is less. No other Structure shall exceed twenty-two (22) feet in height, above grade to its highest point, unless the Architectural Review Committee approves the same in writing.

7.3 **Setback:** Subject to the requirements of the applicable ordinances of the City of Kuna and the rights of the Architectural Review Committee to approve the site plan for any Building to be constructed upon a Lot:

A) All Dwellings shall be subject to the setbacks set forth in the Architectural Review Guidelines. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

B) All other structures shall be subject to such setbacks as may be required by the Architectural Review Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

C) For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as a part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the Architectural Review Committee.

7.4 **Building Site Subdivision:** A building site shall consist of at least one (1) Lot, or a parcel composed of more than one Lot. No Lot shall be further subdivided after the initial transfer thereof by Declarant. No parcel composed of more than one (1) Lot conveyed for the purpose of constructing a single family dwelling thereon, shall be subdivided or conveyed other than as a single indivisible parcel unless title thereto reverts to Declarant.

7.5 **Fences, Hedges & Walls:** No fences, hedges 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, material, design and color. Each house is required to install a front fence 2' behind the front elevation of that side and run horizontal to the closest property line (wing fencing). All houses on corner lots but have a fence installed on all exposed property lines. All fences, hedges and walls must comply with the applicable ordinances of the City of Kuna or as required by the Architectural Review Committee whichever is more restrictive. Fencing specifications and location must be submitted for ARC written approval.

7.6 **Construction:** During the course of construction no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall at any time

be used as a residence, temporarily or permanently nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the dwelling thereon. A temporary sales office of a portable nature may be placed upon any Lot by Declarant or its authorized agents, to facilitate Lot or initial (spec) house sales. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

7.7 **Mining and Drilling:** No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot, unless and only to the extent, such excavation is necessary in connection with the construction of an approved Structure thereon.

7.8 **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:

A) Such animals are not bred or maintained for any commercial purpose; and,

B) Dogs and cats shall be limited in number as follows:
Two (2) dogs and /or two (2) cats may be kept on a Lot, exception of 60 days granted for puppies and kittens born to an existing pet.

C) Any such household pets shall be properly restrained and controlled at any time they are within the Property. It shall be the obligation of an Owner to control his animals in accordance with the Rules and Regulations from time to time adopted by the Association.

D) Any kennel for animals on any Lot must be approved by the Architectural Review Committee prior to installation and shall be; 1) screened from view in a location and of construction approved by the Architectural Review Committee; 2) located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners; and 3) maintained in a clean, odor free and insect free manner.

E) "Household pets" as permitted hereby shall not include livestock, poultry, swine, or waterfowl.

F) Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to Owners of other Lots.

7.9 **Landscaping:** Prior to the completion of construction of the dwelling upon any Lot, the Owner shall submit a landscaping plan to the Architectural Review Committee for

written approval. The owner shall landscape such Lot in conformance with the landscape plan approved by the Architectural Review Committee. All front yard and side yard landscaping on corner lots and wing fencing (see fencing requirements under section 7.5) must be completed prior to occupancy and, if a spec house, within ten (10) days of completion of the residence. Completion of the residence shall mean a state of completion sufficient to obtain an occupancy permit. All other landscaping to be completed within 30 days of occupancy. If placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Architectural Review Committee (but shall be completed no later than the next April 30th following occupancy). Architectural review deposit will not be released until all landscaping is complete. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition. The landscaping plan must comply with the applicable ordinances of the City of Kuna.

7.10 **Care of Landscaping:** No tree, shrub or other planting of any kind shall be allowed to overhang or otherwise to encroach upon any sidewalk or other pedestrian way, from ground level to a height of ten (10) feet. The yards and ground in connection with all improved properties shall be maintained in a neat and sightly condition and in an appearance not out of keeping with that of typical improved properties in the tract.

7.11 **Unsightly Structures, Property or Practices:** No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, the following specific restrictions shall apply:

A) All unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view.

B) Basketball backboards or posts shall not be installed without prior approval of the Architectural Review Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or street and must be kept in an upright position.

C) All refuse, garbage and trash shall be kept at all times in covered reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view except when necessarily placed for pick up by garbage removal service not to exceed 18 hours in any one week period (Monday through Sunday).

D) Storage piles and compost piles shall be screened from view in a location and of construction approved by the Architectural Review Committee; and located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners. No lumber, grass, shrubs or tree

clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot.

7.12 **Material Storage and Maintenance of Vacant Lots:** No building materials of any kind shall be placed or stored upon a Lot until the Owner is ready and able to commence construction and then such material shall be placed within the property lines of the Lot upon which the Structure is to be erected. All vacant lots shall be maintained by Owner in a weed free manner at all times.

7.13 **Noxious Use of Property:** All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such commercial or business purposes as shall be conducted and maintained solely within a residential Dwelling Unit provided that no signs relating to said commercial or business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such business does not employ any person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. The restrictions set forth herein shall be interpreted and construed in accordance with state and federal law and shall not be enforced against any business, entity or person on the basis of race, color, religion, sex, handicap, familial status, or national origin.

7.14 **Boats, Campers and Other Vehicles:** Trailers, travel trailers, boats, tractors, campers, utility trailers, recreation vehicles including, but not limited to, all-terrain vehicles, motorcycles, jet skies, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure or screened from public view 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. "Screened from public view" is defined as behind a solid fence and not projecting above a six (6) foot fence. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other 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. No inoperative vehicle shall be parked or stored at any time within the Property. No automobiles shall be parked with "For Sale" sign except for those driven on a daily basis.

A) The use of all vehicles, including but not limited to automobiles, trucks, motorcycles and all-terrain vehicles shall not be used in a Common Area or easement within the project except for the expressed purpose of maintenance for said Common Area or easements.

B) Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles (excluding trailers for snow mobiles, motorcycles, etc.) may be parked on a Lot in the driveway for a period not to exceed 24 hours in duration, nor more than 48 hours in any seven (7) day period, while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. The intent is to allow the

homeowner to load and/or unload vehicles after use and not for storage of vehicle or use as living quarters.

7.15 **Exterior Antennas:** No exterior radio antennae, television antennae, satellite dish antennae or any other antennae of any type shall be erected or maintained on the Property until the specification and location is submitted and approved in writing by the Architectural Review Committee.

7.16 **Signage:** Not more than one (1) realtor sign, one (1) marketing sign and one (1) Builder 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. No sign of any kind shall be displayed to the public view more than six (6) square feet in size. In addition, signs may also be allowed as follows:

A) The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area and Common Facilities or upon utility easements of a size and design approved by the Architectural Review Committee. No other signs shall be placed or maintained upon any of the Common Area.

B) Declarant is entitled to place signs of such size, design and number as Declarant may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

7.17 **Rentals:** No "For Rent" signs shall be permitted on any Lot (next or in) at any time.

7.18 **Exterior Lighting:** No exterior lighting shall be installed or maintained on any Lot or structure thereon, which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Review Committee. All exterior lighting shall be in compliance with the applicable ordinances of the City of Kuna.

7.19 **Mail Boxes:** Each Lot shall have a uniform mailbox and support structure installed by Declarant and thereafter maintained in good repair and replaced as needed by Owner. The replacement mailbox and/or post must be the same type and material as the original.

7.20 **Sewage Disposal:** No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot.

7.21 **Drainage:** Irrigation drain or wastewater may be transmitted only by the irrigation and drainage systems installed by Declarant and operated and maintained by the Association. Irrigation or wastewater shall not be permitted to flow in open ditches to or on any Lot.

7.22 **Window Coverings:** Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.23 **Clotheslines:** Exterior clotheslines or other outside clothes drying or airing facility shall be screened from view in a location and of construction approved by the Architectural Review Committee.

7.24 **Major Appliances:** No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any structure or improvement. No window air condition units to be installed at any time.

ARTICLE VIII. HOMEOWNER'S ASSOCIATION

8.1 **Formation:** It is contemplated that simultaneously with the execution and recordation of the Declaration, the Association will be incorporated and will adopt Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Master Declaration, the provisions of this Master Declaration shall control.

8.2 **Membership:** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

8.3 **Voting:** The Association shall have two (2) classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Master Declaration.

A) Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is an Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B) The sole Class B Member shall be the Declarant, who shall be entitled to twenty (20) votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A membership (one (1) Class A membership for each Lot owned) on the earlier of:

1) When all the Lots have been sold to Owners other than Declarant;

Or

2) On January 15, 2027.

ARTICLE IX. COVENANT AND LIEN FOR ASSESSMENTS

The Declarant, for each Lot within the Property, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied

hereunder. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) Regular Assessments, and (b) Special Assessments, and (c) Limited Assessments, such assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in this Master Declaration to the contrary, exempt Property shall not be subject to the assessment provided for herein unless a Dwelling is constructed thereon.

9.1 **Regular Assessment:**

A) Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easements areas, if any, controlled by the Association, and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

B) The Board will compute the amount of the initial Regular Assessment beginning the first day of the month in which the first sale of a Lot, occurs (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

9.2 **Special Assessment:** The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

A) **Short Fall Assessment:** 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 any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or any facility located thereon or an easement area controlled by the Association; the furnishing of a special service or services (other than those appropriate for a Limited Assessment); attorney fees and/or litigation costs or other professional fees; any other expenses incurred or to be incurred as provided for in

the Master Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of a majority of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

B) **Transfer and Refinance Special Assessment:** Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a special transfer assessment of one hundred fifty dollars ($150.00), which shall be used for general Association purposes.

9.3 **Limited Assessments:** The Association may levy Limited Assessments in the following circumstances:

A) **Maintenance and Repair:** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvement on a Lot, if such maintenance and repair is necessary, in the opinion 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 after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.

B) **Correction of Violation:** In addition to maintenance and repair, the Board, upon certification from the ARC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the ARC Rules/ARC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses, management fees and attorneys' fees shall be assessed and collected as set forth in Article IX of this Master Declaration.

C) **Notice:** The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given seven (7) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent *via* first class mail or certified mail to the last known address of such Owner shown on the records of the Association.

D) **Collection Costs:** Each Owner against whom a Limited Assessment is levied agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds, from the date of expenditure at the rate of two percent (2%) per month plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action and all attorney fees incurred, which such amounts shall be added to and become a part of the Limited Assessment against that Lot, and Owner and shall create a lien enforceable in the same manner as other Assessments set forth in this Declaration. If such an Assessment is not paid within the (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees and collection procedures set out herein.

9.4 **Personal Obligation:** Each such assessment, together with interest thereon at the legal rate, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association and reasonable attorney fees shall also be the personal obligation of the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

9.5 **Collection of Assessments:** Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of $25.00 per each week (or portion thereof) the payment is late, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall automatically constitute a lien on and against the Lot to which the Assessment pertains, without any requirement of filing any documentation of such lien. The Association may nonetheless file an affidavit of Lien evidencing such lien at any time after the due date of the Assessment.

A) The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of giving notice and collecting the Regular, Limited or Special Assessments.

B) The Association may:

1) Bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action; or

2) Foreclose the lien against the Lot in the same manner as provided by law as to statutory material men's liens; or

3) Use the enforcement procedures of the Bylaws, if any.

C) In the event of enforced collection of an Assessment, the costs of collection including management and processing fees as well as

reasonable attorney fees shall be added to the amount of the Assessment for collection.

D) No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

9.6 **Subordination of Liens to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage, or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such foreclosure shall not affect the personal liability of the Owner for such Assessments. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

9.7 **Rights of Mortgagees:** Mortgagees shall not be required to collect Assessments on behalf of the Association. The Owner's failure to pay Assessments due to the Association shall not constitute a default under any mortgage affecting the Owner's Lot.

9.8 **Certificate:** Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer or representative of the Association setting forth whether the Assessments on a specified Lot have been paid.

ARTICLE X. ARCHITECTURAL REVIEW

10.1 **Creation of Architectural Review 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 Review Committee is hereby established consisting of two (2) or more members to be appointed by Declarant. So long as the Declarant owns any Lot or parcel within or adjacent to the Property, the Declarant shall have the sole right to appoint and remove all members of the Architectural Review Committee. Thereafter, the members of the Architectural Review Committee shall be appointed or removed by the Board.

10.2 **Approvals Required:** No building, fence, wall, pool, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Review Committee may require (including but not limited to any electrical, heating or cooling systems) shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Master Declaration. In the event the Architectural Review Committee fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Review Committee in such form as it may require, approval will not be required, and this Article will be deemed to have been fully complied with.

10.3 **Rules and Regulations:** The Architectural Review Committee is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Master Declaration with regard to matters requiring the Architectural Review Committee's approval including matters of design, materials, and aesthetic interest.

10.4 **Fees:** The Architectural Review 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 to the Committee 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 Review 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.

10.5 **Waiver:** The approval of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the approval of the Architectural Review Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

10.6 **Variances:** Architectural Review Committee shall have the ability to grant variances in regard to specific cases.

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

10.8 **Review of Exterior Appearance, Walls, Etc.:** The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the Architectural Review Committee shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Review Committee as to color. All open porches and patio roofs shall require the prior approval of the Architectural Review Committee.

ARTICLE XI. ENFORCEMENT

11.1 **Authority to Enforce:** The provisions of this Master Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

A) The Board as to all matters;

B) The Declarant so long as it has any retained ownership of any of the Property; and

C) The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

11.2 **Methods of Enforcement:** Subject to the provisions of Paragraph 11.3 hereof, the following methods of enforcement may be utilized:

A) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.

B) Eviction for trespass by police action;

C) The Association through its agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to Section 9.3. above.

D) Monetary penalties and temporary suspension from Association membership rights and privileges including, without limitation, curtailment of water from the irrigation system provided that except for late charges, interest, and other penalties for failure to pay as due Assessments levied by the Association as provided in this Master Declaration, no such discipline or sanction shall be effective against a Member unless:

1) The Member is given seven (7) days written notice of the proposed discipline or sanction and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of a hearing to be held on the matter, which shall not be less than five (5) days before the effective date of the proposed discipline or sanction.

2) The hearing shall be conducted by the Board or a committee composed of not less than three (3) persons, appointed by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate discipline or sanction until the conclusion of the hearing.

3) Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice, must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board.

4) A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

11.3 **Limitations on Enforcement:** The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned interest, other than the right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this Master Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special or Limited Assessments duly levied by the Association.

11.4 **Fees and Costs:** The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

11.5 **Failure to Enforce:** Neither the Association nor the Architectural Review Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XII. ANNEXATION

12.1 **Procedure:** Any additional land may be annexed by Declarant without the consent of Members within twenty (20) years of the date of this instrument. Amendment of the Master Declaration to include such Annexed Property, and to subject such Annexed Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Annexed Property and any supplemental covenants, conditions and restrictions applicable thereto,

and shall describe the Common Area and Common Facilities thereof. Upon the recordation of the Supplemental Declaration, the Annexed Property described therein, shall be subject to the terms and provisions of this Master Declaration as though included originally in this Master Declaration, and the definitions of Property, Common Area and Common Facilities shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the Annexed Project shall be subject to all easements, restrictions and reservations set fourth in this Master Declaration and shall have the privileges of use of Common Area and Common Facilities, except as otherwise provided herein, and subject to the restrictions and reservations set forth in the Master Declaration as amended and supplemented from time to time.

12.2 **Designation or Common Areas:** Any Common Area and Common Facilities designated by Declarant as such on the Plat of the Annexed Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other Owners of Lots subject to this Master Declaration.

ARTICLE XIII. WATER SYSTEMS

13.1 **Irrigation System:** Pressurized Irrigation System and Assessments. It is the stated intention of the City of Kuna to create a pressurized irrigation system (the "Irrigation System") which will serve the Lots and the Common Area in the Silvertip Subdivision. Declarant shall construct mains and distribution lines for the Irrigation System as required by the City of Kuna and shall convey them to the City of Kuna for its use as a part of the Irrigation System. The Irrigation System will be owned and operated by or on behalf of the city of Kuna.

Each Lot shall have an independent irrigation services system connected to the Irrigation System. Such System shall, in all respects, comply with the ordinances, standards, rules, regulations and standard drawings of the City of Kuna (as well as the laws, rules and regulations of the State of Idaho) governing the Irrigation System, as they may be, from time to time promulgated or amended. It is the responsibility of each lot Owner to determine that each Lot's system and service is in such compliance and shall be responsible for the maintenance thereof.

WATER FROM THE IRRIGATION WATER SYSTEMS IS NOT DRINKABLE; EACH LOT OWNER SHALL BE REWPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS/HER/THEIR LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

13.2 **Easement:** Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon or under or appurtenant to the Property or any portion thereof, and a nonexclusive easement as depicted on the final plat, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of a pressurized pipe irrigation system to be conveyed to and operated by the Association. Adequate surface water for irrigation sufficient to each phase of development of the Property will be conveyed to the Association as each Plat is recorded.

ARTICLE XIV. INSURANCE AND BONDS

14.1 **Required Insurance:** The Association shall 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. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A) A multi-peril-type policy covering any Common Area and Common Facilities providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B) A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Dwellings, coverage shall be for at least $1,000,000 per occurrence, for personal injury and/or property damage.

C) Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

14.2 **Optional Insurance:** The Association may 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.

A) Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Review Committee and other committees, as may be appointed from time to time by the Board in such amount as may be reasonable on the premises.

B) The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal

property of the Association located thereon, its directors, officers, agents, employees and association funds.

14.3 **Additional Provisions:** The following additional provisions shall apply with respect to insurance:

A) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B) Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners 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 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.

C) All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of any state or federal regulatory agency having jurisdiction thereof.

ARTICLE XV. GENERAL PROVISIONS

15.1 **Severability:** Invalidation of any of these provision of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

15.2 **Amendment:** The easements, covenants, conditions, and restrictions of this Master Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Master Declaration, other than the provisions of Articles IV and XII and Sections 8.2 and 10.1 hereof, 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 votes of membership in the Association. Any amendment to Articles IV and XII and Sections 8.2 and 10.1 shall, until the last Lot in the Project is sold by Declarant, require in addition to a document signed and acknowledged by the requisite membership, written consent of Declarant its successors or assigns. No amendment to the Declaration shall be effective until recorded.

15.3 **Conveyance of Common Area:** The Common Area and Common Facilities in each phase of development of the Project shall be conveyed to the Association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD.

IN WITNESS WHEREOF, THE undersigned DECLARANT executes this DECLARATION this 5th day of October, 2007.

SILVERTIP COMMUNITIES, INC.,
an Idaho corporation

By: Matthew Schultz
Its: President

Attest:

Secretary

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 5 day of October, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew Schultz, known or identified to me to be the President of Silvertip Communities, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho corporation, and acknowledged to me that such Idaho corporation executed the same.

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

NANCY D HOLSTE NOTARY PUBLIC STATE OF IDAHO

Notary Public for ~~Idaho~~
Residing at: Boise Idaho
My commission expires: 7-23-2013

EXHIBIT #1

BK 99 Pg 12689

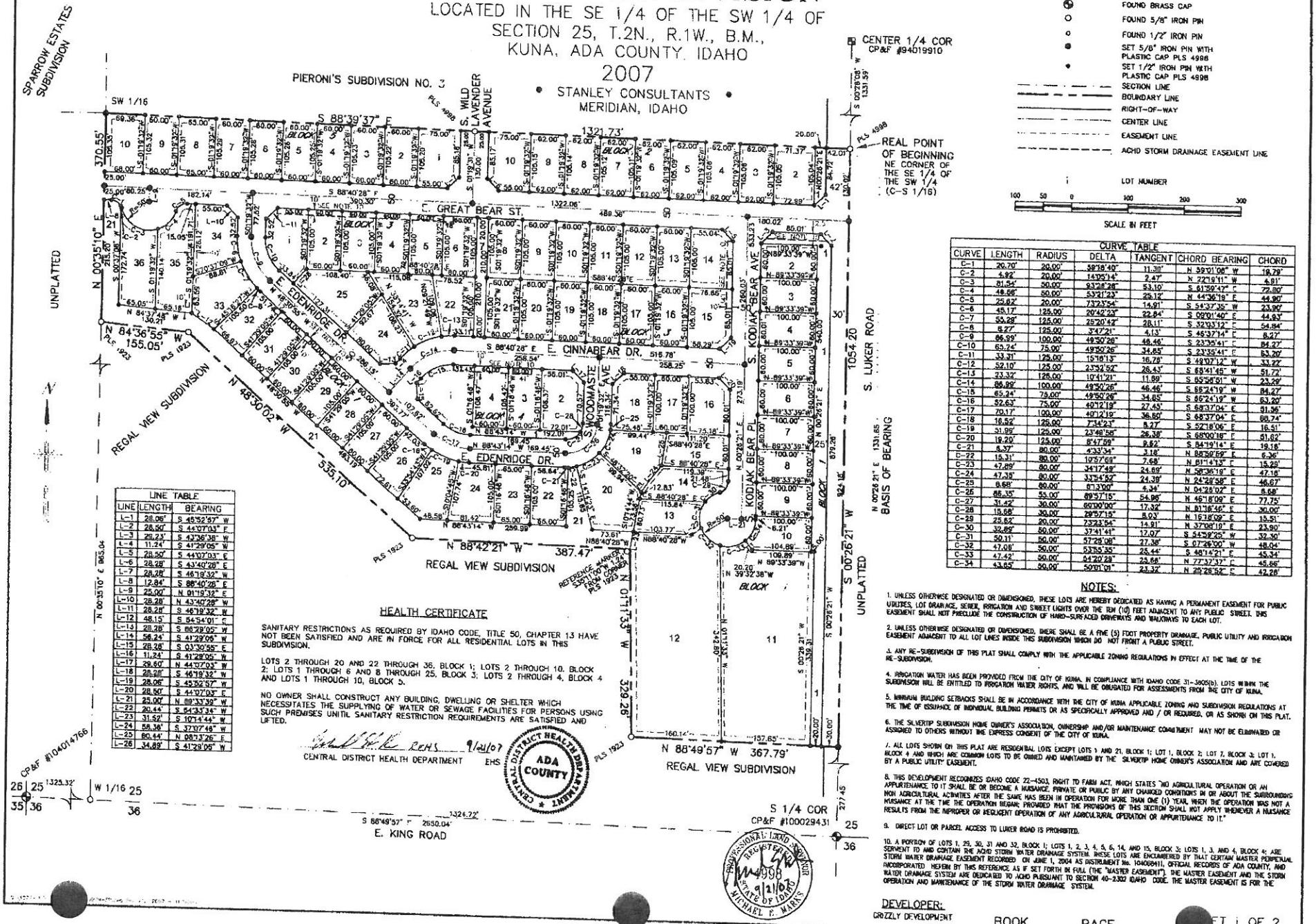
FINAL PLAT SHOWING

SILVERTIP SUBDIVISION

LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 25, T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO

2007

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



LINE TABLE		
LINE	LENGTH	BEARING
L-1	28.06'	S 45°52'57" W
L-2	28.50'	S 44°07'03" E
L-3	29.23'	S 42°36'38" W
L-4	11.24'	S 41°29'05" W
L-5	28.50'	S 44°07'03" E
L-6	28.28'	S 43°40'28" E
L-7	28.28'	S 46°19'32" W
L-8	12.84'	S 88°40'28" E
L-9	25.00'	N 01°19'32" E
L-10	28.28'	N 43°40'28" W
L-11	28.28'	S 46°19'32" W
L-12	48.15'	S 54°54'01" E
L-13	28.28'	S 86°29'05" W
L-14	58.24'	S 41°29'05" W
L-15	28.28'	S 03°30'55" E
L-16	11.24'	S 41°29'05" W
L-17	29.60'	N 44°07'03" W
L-18	28.28'	S 46°19'32" W
L-19	28.06'	S 45°52'57" W
L-20	28.50'	S 44°07'03" E
L-21	25.00'	N 89°33'39" W
L-22	20.44'	S 64°35'34" W
L-23	31.52'	S 10°14'44" W
L-24	58.36'	S 37°07'48" W
L-25	80.44'	N 08°13'26" E
L-26	34.89'	S 41°29'05" W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	20.70'	20.00'	59°18'40"	11.39'	N 39°01'08" W	19.79'
C-2	4.92'	20.00'	14°05'14"	2.47'	N 72°19'11" W	4.91'
C-3	81.54'	50.00'	93°28'28"	53.10'	S 61°59'42" E	72.80'
C-4	48.66'	50.00'	53°21'23"	26.12'	N 44°36'19" E	46.90'
C-5	25.62'	20.00'	73°23'54"	14.91'	S 54°37'35" W	23.90'
C-6	45.17'	125.00'	20°42'23"	22.84'	S 09°01'40" E	44.93'
C-7	55.28'	125.00'	25°20'42"	28.11'	S 32°33'12" E	54.84'
C-8	8.27'	125.00'	3°47'21"	4.13'	S 46°37'14" E	8.27'
C-9	86.99'	100.00'	49°50'26"	46.46'	S 23°35'41" E	84.27'
C-10	65.24'	75.00'	49°50'26"	34.65'	S 23°35'41" E	63.20'
C-11	33.31'	125.00'	15°16'13"	16.75'	S 49°07'12" W	33.22'
C-12	52.10'	125.00'	23°52'52"	26.43'	S 68°41'45" W	51.72'
C-13	23.32'	125.00'	10°41'21"	11.69'	S 85°56'51" W	23.29'
C-14	86.99'	100.00'	49°50'26"	46.46'	S 88°24'19" W	84.27'
C-15	65.24'	75.00'	49°50'26"	34.65'	S 88°24'19" W	63.20'
C-16	52.63'	75.00'	40°12'19"	27.45'	S 68°37'04" E	51.56'
C-17	70.17'	100.00'	40°12'19"	36.60'	S 68°37'04" E	68.74'
C-18	16.52'	125.00'	7°34'33"	8.27'	S 52°18'06" E	16.51'
C-19	31.99'	125.00'	23°46'55"	26.38'	S 68°00'18" E	31.62'
C-20	19.20'	125.00'	8°47'59"	9.62'	S 84°19'14" E	19.18'
C-21	8.37'	80.00'	6°33'34"	3.18'	N 88°56'59" E	8.36'
C-22	15.31'	80.00'	10°57'69"	7.68'	N 81°14'13" E	15.29'
C-23	47.89'	80.00'	34°17'49"	24.69'	N 54°36'19" E	47.18'
C-24	47.35'	80.00'	33°54'52"	24.39'	N 24°29'58" E	46.67'
C-25	8.68'	80.00'	6°13'00"	4.34'	N 04°28'02" E	8.68'
C-26	86.35'	55.00'	89°57'15"	54.96'	N 46°18'09" E	77.75'
C-27	31.42'	30.00'	60°00'00"	17.32'	N 81°16'46" E	30.00'
C-28	15.66'	30.00'	29°57'15"	8.03'	N 16°18'09" E	15.51'
C-29	25.82'	20.00'	73°23'54"	14.91'	N 37°08'19" E	23.90'
C-30	32.89'	80.00'	37°41'41"	17.07'	S 54°58'25" W	32.30'
C-31	50.11'	50.00'	57°26'08"	27.38'	S 07°26'00" W	48.04'
C-32	47.08'	50.00'	53°55'35"	25.44'	S 46°14'21" E	45.34'
C-33	47.42'	50.00'	54°20'28"	25.66'	N 77°37'37" E	45.66'
C-34	43.65'	50.00'	50°01'01"	23.32'	N 25°28'52" E	42.26'

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR ALL RESIDENTIAL LOTS IN THIS SUBDIVISION.

LOTS 2 THROUGH 20 AND 22 THROUGH 36, BLOCK 1; LOTS 2 THROUGH 10, BLOCK 2; LOTS 1 THROUGH 6 AND 8 THROUGH 25, BLOCK 3; LOTS 2 THROUGH 4, BLOCK 4 AND LOTS 1 THROUGH 10, BLOCK 5.

NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

REHS 9/21/07
CENTRAL DISTRICT HEALTH DEPARTMENT EHS

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

PROFESSIONAL LAND SURVEYOR REGISTERED 4998 STATE OF IDAHO MICHAEL P. MARKS 9/21/07

NOTES:

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THESE LOTS ARE HEREBY DEDICATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, SEWER, IRRIGATION AND STREET LIGHTS OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A FIVE (5) FOOT PROPERTY DRAINAGE, PUBLIC UTILITY AND IRRIGATION EASEMENT ADJACENT TO ALL LOT LINES INSIDE THIS SUBDIVISION WHICH DO NOT FRONT A PUBLIC STREET.

3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

4. IRRIGATION WATER HAS BEEN PROVIDED FROM THE CITY OF KUNA, IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE CITY OF KUNA.

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

6. THE SILVERTIP SUBDIVISION HOME OWNER'S ASSOCIATION, OWNERSHIP AND/OR MAINTENANCE COVENANT MAY NOT BE ELIMINATED OR ASSIGNED TO OTHERS WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA.

7. ALL LOTS SHOWN ON THIS PLAT ARE RESIDENTIAL LOTS EXCEPT LOTS 1 AND 21, BLOCK 1; LOT 1, BLOCK 2; LOT 7, BLOCK 3; LOT 1, BLOCK 4 AND WHICH ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE SILVERTIP HOME OWNER'S ASSOCIATION AND ARE COVERED BY A PUBLIC UTILITY EASEMENT.

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

9. DIRECT LOT OR PARCEL ACCESS TO LUKER ROAD IS PROHIBITED.

10. A PORTION OF LOTS 1, 29, 30, 31 AND 32, BLOCK 1; LOTS 1, 2, 3, 4, 5, 6, 14, AND 15, BLOCK 3; LOTS 1, 3, AND 4, BLOCK 4; 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 ON JUNE 1, 2004 AS INSTRUMENT No. 104068411, 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.

DEVELOPER:
GRIZZLY DEVELOPMENT

BOOK ____ PAGE ____

SHEET 1 OF 2

BK 99 Pg 12690

SILVERTIP SUBDIVISION

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS:

THAT JEFFREY T. WELKER, AN INDIVIDUAL, AND SILVERTIP COMMUNITIES, INC., AN IDAHO CORPORATION, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 (2): ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 (SOUTH 1/4 CORNER) OF SECTION 25, T.2 N., R. 1 W., B.M.; THENCE N 00°26'21" E 1331.65 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4, THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;
THENCE S 00°26'21" W 1054.20 FEET TO THE NORTHEAST CORNER OF REGAL VIEW SUBDIVISION;
ALONG THE NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION THE FOLLOWING:
THENCE N 88°49'57" W 367.79 FEET TO A POINT;
THENCE N 01°11'33" W 329.28 FEET TO A POINT;
THENCE N 88°42'21" W 387.47 FEET TO A POINT;
THENCE N 48°30'02" W 535.10 FEET TO A POINT;
THENCE N 84°36'55" W 155.05 FEET TO THE NORTHWEST CORNER OF REGAL VIEW SUBDIVISION;
LEAVING SAID NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION;
THENCE N 00°36'10" E 370.55 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PIERONI'S SUBDIVISION NO. 3;
THENCE S 88°39'37" E 1321.73 FEET TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 22.02 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF June 20 07

JEFFREY T. WELKER, AN INDIVIDUAL

SILVERTIP COMMUNITIES, INC.

MATTHEW B. SCHULTZ, PRESIDENT

ACKNOWLEDGMENTS

STATE OF IDAHO)
SS
COUNTY OF ADA)

ON THIS 13th DAY OF June 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEFFREY T. WELKER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

MICHAEL J. NELSON NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING AT Boise
MY COMMISSION EXPIRES: 7/8/2011

STATE OF IDAHO)
SS
COUNTY OF ADA)

ON THIS 13th DAY OF June 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MATTHEW B. SCHULTZ, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF SILVERTIP COMMUNITIES, INC., 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 SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MICHAEL J. NELSON NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING AT Boise
MY COMMISSION EXPIRES: 7/8/2011

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, REPRESENTATIVE OF KELLER ASSOCIATES, THE CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS 30 DAY OF July 20 07 HEREBY APPROVE THIS PLAT.

Justin Wells
CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

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

ADA COUNTY SURVEYOR

Jerry L. Haas
COUNTY SURVEYOR
PLS 5357
9-24-2007

CERTIFICATE OF SURVEY

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

PROFESSIONAL LAND SURVEYOR REGISTERED 9998 5/31/08 STATE OF IDAHO MICHAEL C. MARKS

MICHAEL C. MARKS, P.L.S. NO. 4998

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 8 DAY OF August 20 07

ADA COUNTY HIGHWAY DISTRICT

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 2nd DAY OF May 20 07, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Lynda Burgess
CITY CLERK, KUNA, IDAHO

CERTIFICATE OF COUNTY TREASURER

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

Cecil D. Ingram, by Shelly Keller, Deputy
COUNTY TREASURER

ADA COUNTY TREASURER

9-24-07
DATE

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 107133181

STATE OF IDAHO)
SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Silvertip LLC AT 7 MINUTES PAST 4 O'CLOCK P.M., THIS 24th DAY OF September 20 07 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 99 OF PLATS AT PAGES 12689 AND 12690

DEPUTY

J David Navarro
EX-OFFICIO RECORDER

Fee: $11.-

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 11
BOISE IDAHO 03/06/07 12:42 PM
DEPUTY Bonnie Oberbillig
RECORDED – REQUEST OF
Kuna City



Recording Requested By and
When Recorded Return To:

City Clerk
City of Kuna
PO Box 13
Kuna, ID 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City" and Silvertip Communities, Inc., an Idaho Corporation, whose address is 2127 S. Alaska Way, Meridian, Idaho, 83642, the developer for the real property called Silvertip Subdivision, hereinafter referred to as "Developer" and Jeffrey T. Welker, whose address is 301 N. 27th Street, Boise, Idaho, 83702, the owner of the real property, hereinafter referred to as "Owner".

WHEREAS, the Owner and Developer have applied to the City and received approval for a zone change to R-6 and R-2 for the property described as attached hereto and incorporated by reference herein on Exhibit A (Property) to develop a Residential Subdivision. The Property was previously zoned A (Agricultural) after annexation for purposes of participating in the City of Kuna Sewer Local Improvement District (LID) with a separate development agreement. The Owner and Developer have also applied and received approval for a Preliminary Plat for the same property. The approved Preliminary Plat with 80 residential lots and 5 common lots is attached hereto as Exhibit B.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and enter into a Development Agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City, Owner, and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations set forth, it is agreed as follows:

ARTICLE I
LEGAL AUTHORITY

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

ARTICLE II
ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to R-6 and R-2. The Ordinance will become effective after its passage, approval, and publication and execution and recordation of the Development Agreement.

ARTICLE III
CONDITIONS ON DEVELOPMENT

3.1 The sole use(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1.1 The property to be zoned R-6 shall be 19.04 acres and consist of 78 building lots and 5 common lots as shown on Exhibit B. Said property will participate in the City of Kuna Sewer LID.

3.1.2 The property to be zoned R-2 shall be 2.98 acres and consist of 2 building lots as shown on Exhibit B as lot 11 and lot 12, Block 1. Said property shall be retained by the Owner and shall be specifically excluded from the City of Kuna Sewer LID.

3.1.3 The Developer shall construct a playground on Lot 1, Block 5 similar to Exhibit 14 in the approved Findings and as approved by Kuna Planning and Zoning staff. The playground shall be owned and maintained by the Homeowner's Association.

3.1.4 The Developer shall construct a 5-foot-wide asphalt pathway within Lot 21, Block 1, a 35-foot-wide common area along the south boundary line at the rear of lots 22-36, Block 1 as shown on Exhibit B.

3.1.5 The Developer shall construct a 5-foot wide asphalt or concrete pathway within Lot 7, Block 4, a 20-foot-wide common area.

3.1.6 Developer shall install pressurized irrigation and grass seed the common area described in 3.1.4 to allow for the Silvertip Homeowners Association maintenance of existing trees and future grass within the common area.

3.1.7 The Developer shall construct parallel 6-foot-high (4-foot-solid plus 2- foot-lattice) vinyl fencing on both sides of the common area described in 3.1.4, including the west property line along Block 1, Lot 36.

3.1.8 Luker Road shall be dedicated to 30-foot-wide as measured from centerline with a 5' attached sidewalk and full curb, gutter, and asphalt paving. The road shall be transitioned to match the existing sidewalk of the Wild Meadows Subdivision to the north.

3.1.9 Developer shall construct a 6-foot-high tan vinyl fence along the Luker Road frontage; the south property line of Lot 10 and Lot 13, Block 1; the west property line of Lot 10, Block 2; the south property line of Lots 2-4, Block 5; the west property line of Lot 4, Block 5; all to match the color and style of the Wild Meadows Subdivision.

3.1.10 Developer shall construct a 20-foot-wide landscape buffer on the west side of Luker Road and at other locations as indicated on the submitted landscape plan.

MIKE I BELIEVE THIS HAS BEEN CHANGED TO A MINIMUM 12 INCHES STEVE HASSIG 6/11/09

3.1.11 Developer shall construct a 4-foot solid , 2-foot lattice fence along the east and west property line of Lot 7, Block 4; along the west and south property line of Lot 20 and Lot 22, Block 1.

3.1.12 Developer shall require all builders within the subdivision to provide a minimum of 16-inch eaves on homes.

3.1.13 Developer shall provide a rock or water feature at the subdivision entrance along Luker Road.

3.1.14 Developer to meet all staff recommendations.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 The Silvertip Subdivision shall be constructed substantially as shown on the preliminary plat attached hereto and incorporated herein as Exhibit B. Failure to construct the Development consistent with this Agreement and plan and conditions included as Exhibit B or construction in accordance with this Agreement and the plan and conditions included as Exhibits without formal modification of the plan consistent with Kuna City Code, including the amendment of this Agreement, shall result in a default of this Agreement by Developer.

3.4 **Conditions, bonding for completion**: All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to Comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 **Commencement of Construction**: The Developer shall commence construction within 365 days of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS

4.1 The owner of the Property hereby agrees to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code.

ARTICLE V
DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the property, fail to faithfully comply with all the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council, after compliance with the requirements of Kuna City Code, determines that his Agreement shall be terminated, the zoning of the property shall revert to "A" Zoning. All uses of the property, which are not consistent with "A" Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with "A" Zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to rezone:** The Developer, by entering into the Development Agreement, does herby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reservation of the subject Property to "A" Zoning as provided in Idaho Code.

ARTICLE VI
UNENFORCEABLE PROVISIONS

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII
ASSIGNEMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on the Development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City, the Owner, and the Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall be only responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and

obligations or defaults as to other parcels of lots within the Property. The new owner of the Property 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 commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII
GENERAL MATTERS

8.1 **Amendments**. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each e deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the Laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdictions located in Ada County, Idaho.

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same and must be registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

City: City Clerk
City of Kuna
PO Box 13
Kuna, ID 83634

Developer: Silvertip Communities, Inc.
Matthew B. Schultz, President
2127 S. Alaska Way
Meridian, ID 83642

Owner: Jeffrey T. Welker
301 N. 27th Street
Boise, ID 83702

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery upon personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 Effective Date. This Development Agreement shall be effective after delivery to each parties hereto of a fully executed copy of the Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this _____day of _____, 2007.

CITY OF KUNA

By: _____ Date: 2-8-07
O. Dean Obray

Attest: Lynda Burgess, City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

DEVELOPER

By: _____ Date: 2/7/07
Matthew B. Schultz
Silvertip Communities, Inc.
President

Attest: _____ Date: 2-7-07

OWNER

By: _____ Date: 2-7-07
Jeffrey T. Welker

Attest: _____ Date: 02-07-07
Cari Campbell

DESCRIPTION FOR
PROPOSED SILVER TIP SUBDIVISION
R6 ZONE
MAY 24, 2006

A PARCEL OF LAND BEING A PORTION OF THE SE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMEMCING AT THE SOUTHEAST CORNER OF THE SW ¼ (SOUTH ¼ CORNER) OF SECTION 25, T.2 N., R. 1 W., B.M.; THENCE N 00°26'21" E 1331.65 FEET TO THE NORTHEAST CORNER OF THE SE ¼ OF THE SW ¼, THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE S 00°26'21" W 714.26 FEET ALONG THE EAST LINE OF SAID SE ¼ OF THE SW ¼ TO A POINT;

THENCE N 89°33'39" W 159.89 FEET TO A POINT;

THENCE N 39°32'38" W 20.20 FEET TO A POINT ON A CURVE;

THENCE 94.48 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 108°16'04", A TANGENT OF 69.16 FEET AND A CHORD BEARING N 75°24'36" W 81.04 FEET TO A POINT ON A CURVE;

THENCE S 54°33'34" W 20.44 FEET TO A POINT;

THENCE N 88°40'28" W 103.77 FEET TO A POINT;

THENCE S 10°14'44" W 31.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF REGAL VIEW SUBDIVISION;

ALONG THE NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION THE FOLLOWING:

THENCE N 88°42'21" W 387.47 FEET TO A POINT;

THENCE N 48°30'02" W 535.10 FEET TO A POINT;

THENCE N 84°36'55" W 155.05 FEET TO THE NORTHWEST CORNER OF REGAL VIEW SUBDIVISION;

LEAVING SAID NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION:

THENCE N 00°35'10" E 370.55 FEET TO THE NORTHWEST CORNER OF THE SE ¼ OF THE SW ¼, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PIERONI'S SUBDIVISION NO. 3;

THENCE S 88°39'37" E 1321.73 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION.

THIS PARCEL CONTAINS 19.04 ACRES, MORE OR LESS.

MICHAEL E. MARKS, P.L.S. NO.4998



EXHIBIT A

DESCRIPTION FOR
PROPOSED SILVER TIP SUBDIVISION
R2 ZONE
MAY 24, 2006

A PARCEL OF LAND BEING A PORTION OF THE SE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMEMCING AT THE SOUTHEAST CORNER OF THE SW ¼ (SOUTH ¼ CORNER) OF SECTION 25, T.2 N., R. 1 W., B.M.; THENCE N 00°26'21" E 277.45 FEET TO THE NORTHEAST CORNER REGAL VIEW SUBDIVISION, THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION;

ALONG THE NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION THE FOLLOWING:

THENCE N 88°49'57" W 367.79 FEET TO A POINT;

THENCE N 01°11'33" W 329.26 FEET TO A POINT;

LEAVING SAID NORTHERN BOUNDARY OF REGAL VIEW SUBDIVISION:

THENCE N 10°14'44" E 31.52 FEET TO A POINT;

THENCE S 88°40'28" E 103.77 FEET TO A POINT;

THENCE N 54°33'34" E 20.44 FEET TO A POINT ON A CURVE;

THENCE 94.48 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 108°16'04", A TANGENT OF 69.16 FEET AND A CHORD BEARING S 75°24'36" E 81.04 FEET TO A POINT ON A CURVE;

THENCE S 39°32'38" E 20.20 FEET TO A POINT;

THENCE S 89°33'39" E 159.89 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4;

THENCE S 00°26'21" W 339.95 FEET TO THE **REAL POINT OF BEGINNING** OF THIS DESCRIPTION.

THIS PARCEL CONTAINS 2.98 ACRES, MORE OR LESS.



19279-R2ZONE