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LEGEND

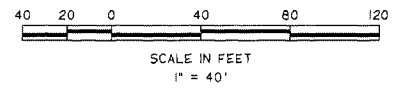
- BOUNDARY LINE
- - - EASEMENT BOUNDARY
- CENTER LINE
- LOT LINE
- - - ORIGINAL LOT LINE
- SECTION LINE
- ⊕ FOUND BRASS CAP
- ⊙ FOUND ALUMINUM CAP
- ⊙ FOUND 5/8" IRON PIN - PLS #8022
- SET 5/8" X 30" IRON PIN w/CAP
- SET 1/2" X 24" IRON PIN w/CAP
- CALCULATION POINT (NOT SET)
- (2634.85') DATA OF RECORD

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C-1	262.50'	6°36'30"	30.28'	N 07°49'58" E	30.26'
C-2	262.50'	6°23'49"	29.31'	N 14°20'07" E	29.29'
C-3	227.50'	14°41'11"	58.31'	N 09°43'27" E	58.16'
C-4	200.00'	14°54'00"	52.01'	N 09°37'03" E	51.86'
C-5	127.50'	14°30'41"	32.29'	S 09°48'42" W	32.21'
C-6	127.50'	9°48'08"	21.81'	S 02°20'42" E	21.79'
C-7	100.00'	24°18'49"	42.44'	S 04°54'39" W	42.12'
C-8	72.50'	24°46'48"	31.36'	S 05°08'38" W	31.11'
C-9	190.50'	25°41'32"	85.42'	S 05°36'05" W	84.71'
C-10	55.00'	248°19'33"	238.38'	N 37°23'22" W	91.02'

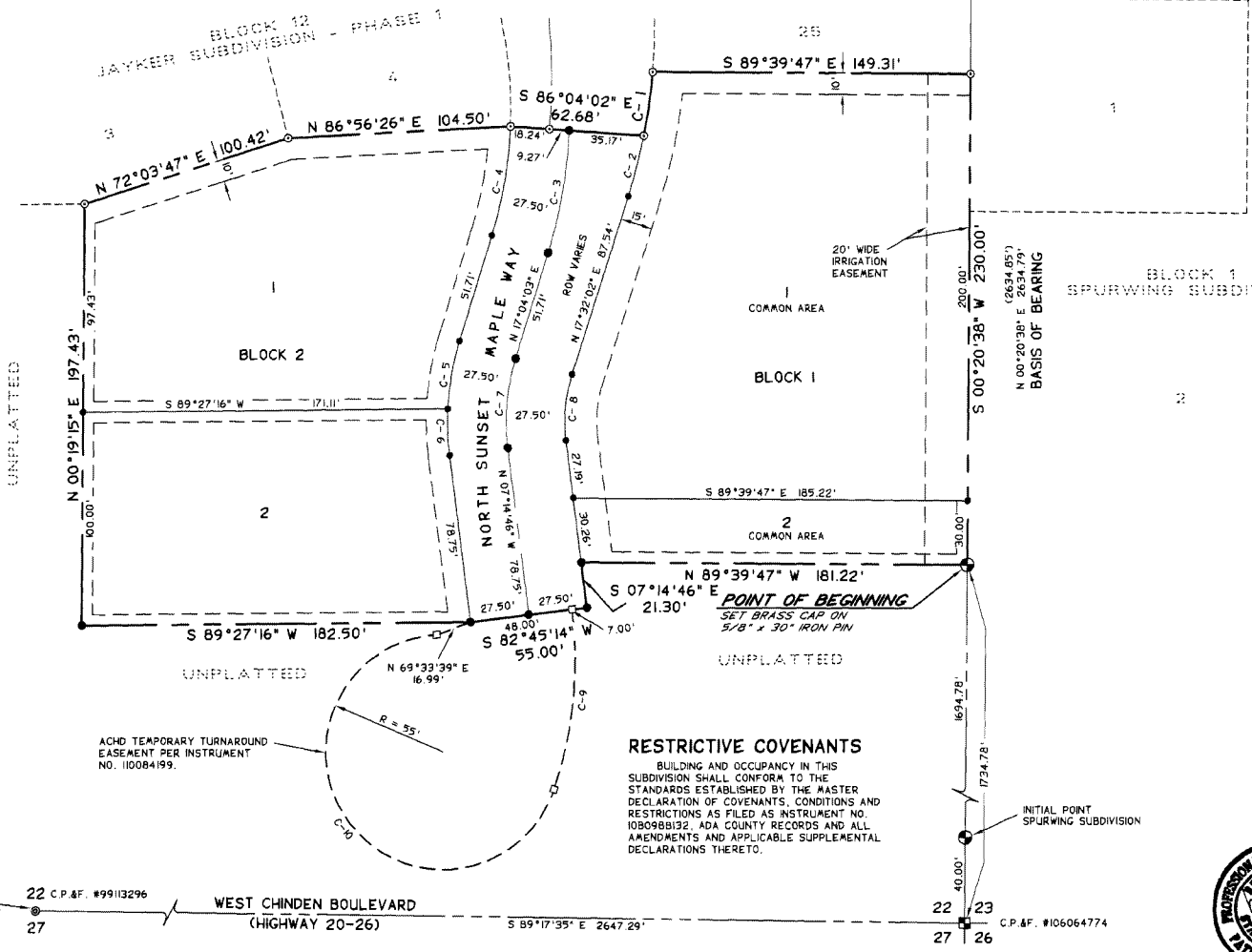
22 23 C.P.&F. #11044289

PLAT OF SPURWING GREENS SUBDIVISION

A PORTION OF THE SE 1/4, SECTION 22,
 T.4N., R.1W., B.M.
 MERIDIAN, ADA COUNTY, IDAHO
 2011



BLOCK 11
 JAYKER SUBDIVISION - PHASE 1



NOTES:

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL, AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.
2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. IRRIGATION WATER HAS BEEN PROVIDED FROM SETTLERS IRRIGATION DISTRICT, 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 SETTLERS IRRIGATION DISTRICT.
4. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, IRRIGATION AND THE CITY OF MERIDIAN STREET LIGHT EASEMENT ADJACENT TO ANY STREET THAT IS DEDICATED TO THE PUBLIC. THE EASEMENT SHALL BE TEN (10) FEET WIDE UNLESS NOTED OTHERWISE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
5. INTERIOR LOT LINES OF THE SUBDIVISION ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND IRRIGATION EASEMENT ADJACENT TO SAID LOT LINES WHERE SHOWN.
6. ALL LOTS ABUTTING THE EXTERIOR BOUNDARY OF THE SUBDIVISION ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE AND IRRIGATION EASEMENT ADJACENT TO SAID EXTERIOR BOUNDARY, EXCEPT ALONG THE EAST BOUNDARY OF LOT 1 OF BLOCK 1. THE EASEMENT SHALL BE FIVE (5) FEET WIDE UNLESS NOTED OTHERWISE.
7. THE PRESSURIZED IRRIGATION SYSTEM WITHIN THIS DEVELOPMENT IS OWNED AND MAINTAINED BY THE SPURWING GREENS MASTER ASSOCIATION, INC., INSTRUMENT NO. 11058314.
8. THE BOTTOM ELEVATION OF HOUSE FOOTINGS SHALL BE SET A MINIMUM OF 12" ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
9. LOT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF ANY IRRIGATION/DRAINAGE PIPE OR DITCH CROSSING THEIR LOT UNLESS RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
10. LOT 1 OF BLOCK 1 IS DESIGNATED AS COMMON AREA AND TO BE OWNED AND MAINTAINED BY THE SPURWING GREENS MASTER ASSOCIATION, INC., SEE INSTRUMENT NO. 110098311.
11. LOT 2 OF BLOCK 1 IS DESIGNATED AS COMMON AREA, PUBLIC UTILITIES EASEMENT, CITY OF MERIDIAN SANITARY SEWER EASEMENT, UNITED WATER IDAHO WATER LINE EASEMENT AND INGRESS-EGRESS EASEMENT TO BE OWNED AND MAINTAINED BY THE SPURWING GREENS MASTER ASSOCIATION, INC. NO LANDSCAPING OTHER THAN GRASS, ASPHALT AND GRAVEL WILL BE ALLOWED ON THIS LOT, SEE INSTRUMENT NO. 110098311.
12. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURE OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN (1) ONE 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 IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURE OPERATION OR APPURTENANCE TO IT"
13. THIS PLAT IS SUBJECT TO A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106151218 AND 110099432 OF ADA COUNTY RECORDS.
14. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
15. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
16. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
17. THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH ACED FOR LANDSCAPING AS RECORDED IN INSTRUMENT NO. 110106993 OF ADA COUNTY RECORDS.
18. THIS PLAT IS SUBJECT TO THE SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SPURWING GREENS, INSTRUMENT NO. 11058314.

BLOCK 1
 SPURWING SUBDIVISION

RESTRICTIVE COVENANTS
 BUILDING AND OCCUPANCY IN THIS SUBDIVISION SHALL CONFORM TO THE STANDARDS ESTABLISHED BY THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FILED AS INSTRUMENT NO. 108098312, ADA COUNTY RECORDS AND ALL AMENDMENTS AND APPLICABLE SUPPLEMENTAL DECLARATIONS THERETO.



TEALEY'S LAND SURVEYING
 187 EAST 90th STREET GARDEN CITY, ID. 83714
 208-389-0636
 Project No. 3446 Sheet 1 of 2

22 C.P.&F. #99113296 WEST CHINDEN BOULEVARD (HIGHWAY 20-26) S 89°17'35" E 2647.29'
 27 26 C.P.&F. #106064774

SPURWING GREENS SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT, THE UNDERSIGNED, ARE THE ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS PLAT.

A PARCEL OF LAND BEING A PORTION OF THE SE 1/4 OF SECTION 22, T.4N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE EAST BOUNDARY OF SAID SE 1/4 OF SECTION 22, WHICH IS ALSO THE BOUNDARIES OF WESTING ESTATES, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 70 OF PLATS AT PAGES 7200 AND 7201, JAYKER SUBDIVISION - PHASE I, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 101 OF PLATS AT PAGES 13341 THROUGH 13352 AND SPURWING SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 69 OF PLATS AT PAGES 7104 THROUGH 7108

NORTH 00°20'38" EAST 1734.78 FEET TO A BRASS CAP, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID EAST BOUNDARY

NORTH 89°39'47" WEST 181.22 FEET TO AN IRON PIN; THENCE

SOUTH 07°14'46" EAST 21.30 FEET TO AN IRON PIN; THENCE

SOUTH 82°45' 14" WEST 95.00 FEET TO AN IRON PIN; THENCE

SOUTH 89°27'16" WEST 182.50 FEET TO AN IRON PIN; THENCE

NORTH 00°19'19" EAST 197.43 FEET TO AN IRON PIN ON THE SOUTH BOUNDARY OF LOT 3 OF BLOCK 12 OF SAID JAYKER SUBDIVISION - PHASE I; THENCE ALONG SAID SOUTH BOUNDARY

NORTH 72°03'47" EAST 100.42 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF LOT 4 OF SAID BLOCK 12 OF JAYKER SUBDIVISION - PHASE I; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 4

NORTH 86°56'26" EAST 104.50 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE RIGHT-OF-WAY LINE OF NORTH SUNSET MAPLE WAY

SOUTH 86°04'02" EAST 62.68 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT 30.28 FEET, SAID CURVE HAVING A RADIUS OF 262.50 FEET, A CENTRAL ANGLE OF 06°36'30" AND A LONG CHORD BEARING

NORTH 07°49'58" EAST 30.26 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF LOT 25 OF BLOCK 11 OF SAID JAYKER SUBDIVISION - PHASE II; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 25

SOUTH 89°39'47" EAST 149.31 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 25 ON SAID EAST BOUNDARY OF THE SE 1/4 OF SECTION 22; THENCE ALONG SAID EAST BOUNDARY

SOUTH 00°20'38" WEST 230.00 FEET THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS, 2.19 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE WITHIN THE LINES OF SAID EASEMENTS. ALL OF THE LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM UNITED WATER IDAHO AND UNITED WATER IDAHO HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 5th DAY OF October, 2010.

LION LAND, LLC
AN IDAHO LIMITED LIABILITY COMPANY

CP Anderson
CHRISTOPHER L. ANDERSON
MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 5th DAY OF October, 2010, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHRISTOPHER L. ANDERSON, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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, IDAHO
MY COMMISSION EXPIRES: 05/10/2013



CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, 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.

Patrick A. Tealey
PATRICK A. TEALEY, P.L.S. NO. 4347



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

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



Shelley W. Smith
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY THE IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Patricia Reuss 11-3-10
DISTRICT HEALTH DEPARTMENT, EHS

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF THE CITY OF MERIDIAN HAVE BEEN SATISFIED FOR THIS PLAT.

Warren J. Stewart
CITY ENGINEER



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR MERIDIAN, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17th DAY OF August, 2010, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Angie R. Holman
CITY CLERK
MERIDIAN, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

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

Jerry L. Harting
PLS 5359
8-11-2011

COUNTY SURVEYOR



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-130B, 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.

Nicky McArthur by Margaret Reuss 8-12-2011
COUNTY TREASURER DATE



COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Lion Land, LLC AT 8:53 MINUTES PAST 3 O'CLOCK P.M. THIS 12th DAY OF August, 2011, IN BOOK 110652 OF PLATS AT PAGES 13341 THROUGH 13352 UNDER INSTRUMENT NO. 110652

Jeffrey
DEPUTY

Christopher P. Pugh
EX-OFFICIO RECORDER

Fee \$11.00



TEALEY'S LAND SURVEYING

187 EAST 50th STREET GARDEN CITY, ID. 83714
208-385-0636

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/19/10 02:46 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
SWG Brighton

AMOUNT 157.00 50



110098311

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS**

October 19, 2010

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS**

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**NOTICE TO POTENTIAL
BUYERS AND OWNERS**

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER WITHIN THE PROPERTY SHOULD READ AND UNDERSTAND. THIS DOCUMENTS DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE PROPERTY OWNERS AND RESIDENTS.

THE DECLARANT (AS DEFINED HEREIN) EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. THE MASTER ASSOCIATION (AS DEFINED HEREIN) HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRES EXPENDITURES BY THE MASTER ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT WITHIN THE PROPERTY. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE OWNERS, OR A SUB-ASSOCIATION OF WHICH AN OWNER IS A MEMBER. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER, INCLUDING, BUT NOT LIMITED TO THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER OR A SUB-ASSOCIATION TO PAY FOR ANY ASPECT OF THE PROPERTY, SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY THE DECLARANT SHALL CONTROL.

SPURWING GREENS IS NOT IN ANY WAY RELATED TO THE ADACENT DEVELOPMENT OF SPURWING COUNTRY CLUB, INC., SPURWING COUNTRY CLUB, AND/OR THE SPURWING SUBDIVISION. AN OWNER, HOWEVER, BASED ON THIS DEVELOPMENT'S AGREEMENTS WITH THE ABOVE, MAY BE ENTITLED TO USE CERTAIN FACILITIES FROM TIME TO TIME, AND ONLY SUCH FACILITIES AS HEREIN SPECIFIED, ASSOCIATED WHOLLY OR PARTIALLY WITH SPURWING COUNTRY CLUB, SOLELY BASED ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE AGREEMENTS WITH THE ABOVE.

ARTICLE I

RECITALS

WHEREAS, the Declarant, and others as listed on Exhibit A ("Additional Owners"), are the owners of residential property in Ada County, Idaho, with such real property more particularly described on Exhibit A ("Property");

WHEREAS, the Declarant and the Additional Owners desire to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to accomplish the following: (i) insure 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 by the Declarant, or owned by either of the parties consisting of the Declarant, adjacent to 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 the Declarant's annexation of the same as provided herein;

WHEREAS, because the Property will be developed in several phases, each of which may have unique characteristics, needs and requirements, the Declarant may, from time to time, promulgate further conditions, covenants, restrictions and easements relating to particular tracts or parcels of real property within the Property, which may supplement and/or amend this Master Declaration; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant and the Master Association will control the management and government of the Property, except for any management delegated to a Sub-Association through a Supplemental Declaration as provided herein.

All capitalized terms used in this Master Declaration shall have the same meanings as in Article III, Definitions.

ARTICLE II

DECLARATION

The Declarant hereby declares that the Property and each Lot (as defined herein) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Property and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant by and any Owner, or by the Master Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Property in accordance

with Declarant's plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Master Association (as defined herein) provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City of Meridian, Idaho, applicable to the Property. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

ARTICLE III

DEFINITIONS

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

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Master Declaration.

Assessment: A payment required of a Sub-Association and/or an Owner of a Lot, including Regular, Special or Limited Assessments as provided in this Master Declaration.

Automobiles: Cars, sport utility vehicles, motorcycles, motorized scooters, and/or standard size pick-up trucks and/or vans, all whether operable or inoperable.

Board or Board of Directors: The duly elected and qualified Board of Directors of the Master Association.

Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such 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, whether complete, substantially complete or partially complete.

Bylaws: The Bylaws of the Master Association, including any amendments thereto duly adopted.

Common Area: All real and personal property interests owned or controlled by the Master Association, or which the Master Association is obligated to maintain, administer, or manage, and the Improvements located therein or thereon, regardless of whether such interest is located within or outside the boundaries of the Property, and any rights associated therewith, including, but not limited to, Lots, easements, licenses, leases, pathways, Tennis Facilities and/or Social Memberships, and the rights and obligations associated therewith, as determined from time to time, by the Master Association, and/or pursuant to the SCC Documents.

Common Driveway: A driveway used for vehicular access to more than one (1) Lot, as shown on a Plat.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Property, or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Declarant: SWG Brighton LLC, an Idaho limited liability company ("Brighton") and Spurwing Greens LLC, an Idaho limited liability company ("Spurwing"), collectively. Brighton and/or Spurwing may convey, assign and transfer all of its rights (not a portion) as "Declarant" in this Master Declaration to an entity related to Brighton or Spurwing, as applicable, which assignee entity must own a portion of the Property, so long as the conveying party records a document executed by Brighton or Spurwing, as applicable, evidencing such conveyance, assignment and transfer of its rights as Declarant to such related entity in the records of Ada County, Idaho. A related transferee of Declarant's rights as described herein may also transfer its rights to a related transferee as described herein.

Improvements: All structures and appurtenances to real property, of all kinds and types, including, whether complete, substantially complete or partially complete, including, but not limited to, Buildings, pedestrian pathways, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, pools, restroom facilities, changing rooms, community center, clubhouse, tennis courts, attached play structures, attached benches, irrigation facilities, storm drainage facilities, sprinklers, and/or lighting, if any. Improvements shall not include those items which are located entirely within the interior of a Building and cannot be readily observed when outside thereof, except for in the case of Common Area owned and/or maintained by the Master Association.

Initial Construction: The physical movement of any soil on a Lot with the intent of constructing Improvements on such Lot.

Limited Assessment: An Assessment levied by the Master Association upon a Sub-Association and/or an Owner, and/or one or more Lots, but not upon all Lots within the Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Master Association (or another Owner as provided in Section 5.16 for Common Driveways) to correct a condition prohibited, to cure an Owner's breach hereunder, or to operate, maintain and/or replace Improvements to Common Area either requested by a particular Sub-Association and/or which provide more benefit to certain Lots within the Property.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property, or which is designated as a Lot in a Plat, as such Lot may be adjusted from time to time, including any Improvements located on such tract or parcel of land.

Master Association: SpurWing Greens Master Association Inc., the Idaho non-profit corporation, comprised of Members, and which exists for the purpose of providing self-government for the Property, and its committees, if any.

Master Declaration: This instrument as it may be amended and/or supplemented from time to time.

Member: Each Sub-Association created pursuant to a Supplemental Declaration, and as pursuant to its governing corporate documents.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Property 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 position mortgage or a first position deed of trust on a Lot within the Property.

Mortgagee: The holder of a Mortgage including an assignee(s) thereof, which Mortgage encumbers a Lot within the Property 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.

Occupant: Any person, 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.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within the Property, except Common Area. The obligations of Owner in this Master Declaration run with the Property and are also personal to the Owner as the Owner of a Lot.

Plat: A final subdivision plat covering a portion of the Property, as recorded in the office of the County Recorder, Ada County, Idaho, and as the same may be duly amended from time.

Project Objectives: The purpose of this Master Declaration and the Development as described in Article IV.

Property: The whole of the Property described in Article I (and Exhibit A) and any additional land annexed thereto pursuant to Article XI, below.

Regular Assessment: An assessment levied by the Master Association against Members, Owners, and/or Lots to provide funds to pay the ordinary estimated expenses of the Master Association, including but not limited to, expenses relating to the Common Area.

SCC: Spurwing Country Club, Inc., an Idaho corporation, which corporation owns a portion of the Tennis Facilities and the SCC Facilities.

SCC Documents: Any and all documents governing the use of the Tennis Facilities and the Social Memberships, as benefitting and/or assigned to Master Association from time to time, and any and all reasonable and non-discriminatory SCC rules and regulations governing the use of the Tennis Facilities and the Social Memberships.

SCC Facilities: The SCC pool and clubhouse, and related facilities, as permitted to be used by Owners pursuant to the SCC Documents.

Special Assessment: An assessment levied by the Master Association against Members, Owners, and/or Lots, other than a Regular or Limited Assessment.

Social Memberships: Memberships in the Spurwing Country Club available to Owners within the Property for use of the SCC Facilities, subject to the reasonable and non-discriminatory SCC rules and regulations governing the use thereof.

Sub-Association: A non-profit association which is created for the purpose of implementing a Supplemental Declaration, and/or as otherwise created by the Declarant, with, among other things, the power to create an architectural control committee to manage the portion of Property covered by the Supplemental Declaration, which committee may provide rules and standards for the same from time to time. Upon annexation of additional Property, additional Sub-Associations may be created for implementation of a Supplemental Declaration for such additional Property.

Supplemental Declaration: A document containing additional, amended, and/or different conditions, covenants, conditions, restrictions and easements which may relate to a particular tract or parcel of real property within the Property, which are either created and/or approved in writing by the Declarant, as described in this Master Declaration, and is recorded in the official records of Ada County, Idaho. Upon annexation of additional Property, additional Supplemental Declarations may be recorded for such additional Property.

Tennis Facilities: Tennis courts and changing facilities located partially on the Property, and partially on adjacent real property owned by SCC.

Vehicles and Equipment: Excluding Automobiles, all vehicles, recreational equipment, and/or gardening and maintenance equipment, and/or bicycles, and/or riding or moving devices, or any equipment related to the foregoing, including, but not limited to, trailers, mobile homes, larger than standard-size pickup trucks and/or vans, boats, tractors, campers, garden or maintenance equipment, and toys, all whether operable or inoperable.

ARTICLE IV

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements;
- (b) The prevention of the erection within the Property of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction;
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function;

- (d) Securing and maintaining proper set-backs from streets and open areas within the Property and adequate free spaces between Improvements;
- (e) The integration of development of the different Lots by setting common general rules and standards, consistent with the Master Association and/or Supplemental Declaration and/or Sub-Association rules and rules and standards existing from time to time; and
- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

ARTICLE V

PERMITTED USES AND PERFORMANCE RULES AND STANDARDS

SECTION 5.01 Use. Unless otherwise specified in a Supplemental Declaration, Lots shall be used only for residential purposes and such uses as are customarily incidental thereto. As used herein and elsewhere in this Master Declaration, "residential" shall mean the following: use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis; except that, notwithstanding the provisions of §67-6530 et. seq., Idaho Code, as used in this Master Declaration, neither "residential" or "customarily incidental" uses include, nor shall the same be construed to include, the use of Lot for the operation of a shelter home for persons unrelated to each other or unrelated to the Owner or Occupant, which is hereby expressly prohibited. As used herein, "customarily incidental" shall include, but is not limited to, the following uses, so long as such use is in compliance with all applicable statutes, laws and ordinances: (i) any and all uses by the Master Association of any Lots (including, but not limited to, Common Area uses, and/or development and sales activities relating to the Property, including model homes); and/or (ii) a home office provided that such home office does not result in a consistent increase in traffic and demand within the Property as determined by the Board in its discretion; and/or (iii) a daycare provided that such daycare does not result in a consistent increase in traffic and demand within the Property as determined by the Board in its discretion. Except as may be approved by the Declarant as stated above, no Lot shall be used at any time for a use other than a residential use as defined herein, including, but not limited to, any commercial or business activity.

SECTION 5.02 Buildings. All Lots shall be improved with only one (1) dwelling unit, unless: (i) approved in writing by the Declarant as part of a Supplemental Declaration, and (ii) allowed by the zoning ordinance applicable to the Lot. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size cars, with the maximum as determined by its Sub-Association. The minimum square footage of living area within a dwelling unit located on a Lot shall be as provided by the Sub-Association. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

SECTION 5.03 Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan for the Improvements have been reviewed in advance and approved by its governing Sub-Association in accordance with its Supplemental Declaration.

SECTION 5.04 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence within the Property. Buildings and Lots, if occupied, must be Owner occupied, and no portion of a Building or a Lot thereof may be leased to an Occupant;

however, if an Owner provides sufficient evidence to its Sub-Association of an undue hardship caused by the foregoing restriction on leasing, the Sub-Association may permit a lease in its discretion. No noxious or offensive nuisance shall be conducted on any Lot which may be or become an unreasonable annoyance or nuisance to the Occupants of the Lots within the Property (as determined by applicable law and/or the Board in its discretion) by reason of: (i) activities by any person; (ii) by reason of unsightliness; and/or (iii) the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.05 Set-Backs. No Building or other structure (exclusive of fences and similar structures approved by the governing Sub-Association) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Meridian, Idaho, applicable to the Property (except as may be modified by a conditional use permit issued by the City of Meridian, Idaho), or (ii) its Sub-Association, whichever requires the greater distance. A Sub-Association shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

SECTION 5.06 Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the Sub-Association.

SECTION 5.07 Easements. There is hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and/or for the use and benefit of the Master Association, Sub-Associations, and their successors and assigns, as specifically provided for herein, the following easements, under, over, on, through and across the applicable areas of the Property:

- (a) **Public Utilities.** To benefit all of the above, for the purpose of installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on a recorded Plat for any portion of the Property;
- (b) **Water Drainage.** To benefit the Declarant, Master Association and Sub-Associations, for the purpose of water drainage, including "established" drainage described in Section 5.12, retention, recreation or amenity purposes; and to benefit each Owner, not to exceed one foot (1") as between each Lot;
- (c) **Access to Common Areas.** To benefit the Declarant, Master Association, and Sub-Associations for the purpose of access through those portions of Lots contiguous to any Common Area to maintain, repair, replace and restore landscaping and any other Improvements within the Common Area, including, but not limited to, a sprinkler system which may be installed to irrigate any landscaping located on a Common Area as shown on a recorded Plat for the Property;
- (d) **Encroachment.** To benefit the Declarant, Master Association, Sub-Associations, and each Owner, for the purpose of encroachment, reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or

shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner;

- (e) **Common Driveways.** To benefit the Owners of Lots using a Common Driveway, for the purpose of permitting shared vehicular and pedestrian access, and ingress/egress, over such Common Driveway, and the right to repair, maintain and replace such Common Driveway.
- (f) **Plat.** To benefit all of the above, for the purposes for which they are designated, any additional easements, if any, as shown and designated on a recorded Plat for the Property, or a portion thereof; and
- (g) **Sub-Association Improvements.** To benefit a Sub-Association, upon written approval by the Master Association, which approval may contain conditions, including Limited Assessments and/or Special Assessments by the Master Association, to install Improvements in the Common Area located within its Supplemental Declaration. Any such Improvements on Common Area shall be owned by the Master Association.

Unless otherwise specified herein, or in another recorded document, the easement areas (excluding any equipment or appurtenances owned by the Declarant, the Master Association, a Sub-Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08 Lighting. Each Owner shall install, and maintain in an operative condition such exterior lighting as shall be required and/or permitted by its Sub-Association.

SECTION 5.09 Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Property shall be as required and/or permitted by its Sub-Association.

SECTION 5.10 Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.11 Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.12 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by its Sub-Association before Initial Construction. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Water may drain or flow into the drainage swales, if any, located on each Lot or within the public rights-of-way within the Property but otherwise shall be contained on-site on such Lot (meaning it shall not be allowed to drain or flow upon, across or under adjoining Lots), unless an express written easement for such purpose exists. There shall

be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by its Sub-Association. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by the Declarant, or that drainage which is shown on any plans approved by its Sub-Association, which may include drainage from a Common Area Lot over any Lot within the Property. The Owner of any Lot, in which grading or other work has been performed pursuant to a grading plan approved by its Sub-Association, shall maintain and repair all graded surfaces, drainage structures, means or devices within the Lot which are not the responsibility of the Master Association or any governmental entity.

After the Initial Construction on a Lot, an Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot, including the drainage swales, if any, located in the public right-of-way adjacent to such Lot, which will affect or change the drainage on a Lot or any other Lot within the Property, without the prior written approval of its governing Sub-Association, or, if between two Lots covered under different Supplemental Declarations, the Master Association.

SECTION 5.13 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition;
- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot (hereafter "Street Landscape Buffer"), as required by Section 5.24, below, said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot as required herein;
- (c) All damage to any Improvements shall be repaired as promptly as is reasonably possible;
- (d) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration;
- (e) All structures, facilities, equipment, objects and conditions determined by the Master Association, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view;
- (f) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view;
- (g) Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the Master Association, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be

specifically described and/or prohibited in this Master Declaration. If such event or condition is not promptly corrected by the Owner, the Master Association shall have the right to correct the same pursuant to subsection (h), below; and

- (h) In the event that any Owner or Sub-Association shall permit any Improvement, including any landscaping, and/or fencing, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Master Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Master Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article VIII of this Master Declaration.

SECTION 5.14 Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Declarant or the Master Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.15 Screening of Automobiles, and Vehicles and Equipment.

- (a) The primary purpose of the garage required on each Lot is for the parking and storage of Automobiles. A minimum of two (2) off-street parking spaces for Automobiles shall be provided on each Lot. No other use of a garage which 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. The Owner shall provide sufficient garage space or other enclosed parking approved by Sub-Association for all Automobiles used by the Occupants of a Lot, which Automobiles, whether operative or non-operative. Automobiles shall be kept within the garage on a Lot, except for the following: (i) actual use; and/or (ii) temporary periods of no more than seventy-two (72) consecutive hours in connection with actual use.
- (b) Vehicles and Equipment shall be kept at all times in an enclosed structure, and at no time shall any such Vehicles or Equipment be parked or stored on a Lot in public view or on a public or private right-of-way within the Property except: (i) when in actual use; and/or (ii) for a temporary period of no more than twenty-four (24) consecutive hours in connection with actual use.

SECTION 5.16 Driveways. Driveways, including Common Driveways, must be in the location indicated on a Plat. The Owners of Lots which benefit from a Common Driveway shall share equally in the costs of maintenance, repair, and replacement of such Common Driveway. The determination of whether to incur a cost for maintenance, repair and replacement shall be made by a majority of the Owners benefitting a Common Driveway; provided that such Common Driveway must be maintained to the rules and standards set forth in Section 5.13. If an Owner makes a determination that the aforementioned standard is not being met, the Owner may submit such determination and supporting evidence to the Board for review, and the Board shall hold a hearing upon notice to all affected Owners, and the Board shall determine whether such maintenance, repair and/or replacement is or was necessary to meet the

applicable rules and standards, as determined by the Board in its reasonable discretion. If the Board determines such maintenance, repair and/or replacement is or was necessary, and an Owner who undertakes and pays for the maintenance, repair and/or replacement at reasonable cost and does not receive reimbursement from a benefitted Owner, the Board may, in its sole discretion, levy a Limited Assessment for the benefit of the paying Owner(s) for such amount not paid using the process described in Section 5.13(h), and/or revoke privileges and/or assess fines until such payment is made. If the Board receives payment to release the Limited Assessment, the Board shall transmit such payment to the paying Owner. Additionally, the paying Owners shall have all remedies under this Master Declaration, including injunctive relief, and any and all remedies at law or in equity. This Section is in addition to, not in lieu of, the Master Association's right to enforce this Master Declaration with respect to the Common Driveways.

SECTION 5.17 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.18 Exterior Materials and Colors. All exterior materials, finishes and colors shall be approved by the applicable Sub-Association.

SECTION 5.19 Vehicles. The use of Automobiles and Vehicles and Equipment shall be subject to the Sub-Association rules and standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 5.20 Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the applicable Sub-Association, except for heat pumps or similar appliances shown on the plans approved by the governing Sub-Association.

SECTION 5.21 Mailboxes. The US Postmaster and the governing Sub-Association shall have the right to approve mailbox locations and design.

SECTION 5.22 Signs. No signs shall be displayed by an Owner to the public view on or from any Lot or in the Common Area except as provided herein. Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the Master Association prior to installation. Notwithstanding the foregoing, the Sub-Association shall have the right to adopt rules and standards with respect to signs allowed within its portion of the Property covered by its Supplemental Declaration, which may regulate signs, so long as such regulations are consistent with this Master Declaration.

SECTION 5.23 Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of its Sub-Association; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of a Sub-Association therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.24 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the Sub-Association prior to the construction or installation. The type, design, material and finish of all privacy fences shall be as specified in the Sub-Association rules and standards, it being the intent of the Declarant that all such privacy fencing shall present, to the extent reasonably practicable, a uniform appearance throughout a portion of the Property covered by a Supplemental Declaration. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Meridian, Idaho, applicable to the Property.

SECTION 5.25 Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the applicable Sub-Association, as provided in the applicable Supplemental Declaration. The Sub-Association shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. The use of berms and sculptures in planting areas is encouraged. Landscaping of a Lot shall be in accordance with the approved plan;
- (b) Each Owner shall be required to landscape the Street Landscape Buffer (as defined in Section 5.13(b), above), unless prohibited by a governmental authority, which landscaping shall be included in the landscape plan to be submitted to and approved by the applicable Sub-Association. Notwithstanding the foregoing, the Master Association shall have the right, if deemed necessary by the Master Association to assure uniformity in and/or compatibility of the landscaping within the Street Landscape Buffer, to adopt its own rules and standards which shall specify the nature, type, extent and design of the landscaping therein, and, if so adopted, the rules and standards shall be binding upon the Sub-Associations and the Owners;
- (c) All required landscaping on a Lot shall be installed within thirty (30) days after "substantial completion" of the Building on the Lot, with a reasonable extension allowed for weather. As used herein, "substantial completion" of the Building shall mean the Building meets the requirements to obtain a certificate temporary occupancy, regardless of whether such certificate is actually obtained; and
- (d) Each Sub-Association shall set forth the initial minimum landscaping required on each Lot.

SECTION 5.26 Storm Water Drainage Easements. Lot 1, in Blocks 1, 2, 8, 9, 11, 15, 18 and 20, and Lot 12, Block 12 are servient to and contain the Ada County Highway District ("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 "ACHD Master Easement"). The ACHD Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The ACHD Master Easement provides for the operation and maintenance of the storm water drainage system. Any requirement or responsibility of the Master Association to operate, maintain, and/or repair the storm water drainage system shall be assessed as a Regular Assessment by the Master Association. Said easements shall remain free of all encroachments and obstructions (including fencing and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

SECTION 5.27 Adoption of ACC Rules/ACC Rules and Standards.

The Declarant (or in the event of the Declarant's failure to do so, the Master Association), and/or the Sub-Associations, shall have the power to create architectural control committees and rules and standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Declarant, the Master Association and/or a Sub-Association, as the case may be, to carry out the purposes of this Master Declaration. Any and all rules and standards created by Declarant, Master Association and/or a Sub-Association, and/or their committees, shall be consistent with the provisions of this Master Declaration.

SECTION 5.28 Exemption of Declarant. Nothing herein contained shall limit the right of the Declarant, or Spurwing or Brighton individually, to subdivide or re-subdivide any Lot or portion of the Property, and/or effectuate lot line adjustments and/or surveys, or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area, to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or Spurwing or Brighton individually, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as deemed advisable in the course of Development of the Property. This Master Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on the Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain Master Association or other approval of any Improvements constructed or placed within the Property by the Declarant in connection with the Development of the Property. The Declarant shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein. In addition, the Declarant shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Common Areas on and the Lot(s) owned by the Declarant for such a period of time as is reasonably deemed by the Declarant to be necessary.

ARTICLE VI
SPURWING MASTER ASSOCIATION INC.

SECTION 6.01 Organization of Master Association. Spurwing Master Association Inc. is organized as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Master Declaration. Neither said Articles nor said Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02 Members. Each Owner shall be a member of a Sub-Association. Each Sub-Association shall be a Member of the Master Association, unless otherwise provided by law. No Sub-Association shall have more than one membership in the Master Association, but shall have such voting rights as hereafter set forth. A membership in the Master Association shall not be assignable, except to a corporate successor-in-interest of the Member. Membership in the Master Association, through the Sub-Association, shall be appurtenant to and inseparable from a Lot owned by an Owner. A membership or any interest in the Master Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Master Association.

SECTION 6.03 Classes of Membership. The Master Association shall have one (1) class of membership. Each Member in the Master Association shall be entitled to one (1) vote. Each Member shall vote as determined by its process described in its Supplemental Declaration for such Master Association matters.

SECTION 6.04 Board of Directors and Officers. The affairs of the Master Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time.

SECTION 6.05 Powers of Master Association. The Master Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the Bylaws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, Bylaws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Master Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Sub-Associations, Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration;
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Sub-Association, and Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, Master Declaration, Master Association rules and standards, or a Plat, and to enforce by mandatory injunction or otherwise, all provisions thereof;
- (c) **Creation of Sub-Associations, and Delegation of Powers.** The authority to create and/or permit, and/or delegate its power and duties, to Sub-Associations, committees, and/or other types of sub-associations, its officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable, and to create rules and standards. Any Sub-Associations created pursuant to this Section may also create, and delegate its own power and duties to committees as determined by its Supplemental Declaration from time to time;
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Master Association shall be personally liable to any Sub-Association, Member and/or Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Master Association, the Board, its officer, a manager or any other representative or employee of the Master Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct;
- (e) **Master Association Rules.** The powers to adopt, amend, and repeal such rules and regulations as the Master Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Master Association; provided, however, Master Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws or this Master Declaration. A copy of Master Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Master Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Master Association rule or any

provision of the Articles, Bylaws or this Master Declaration, the conflicting provisions of the Master Association rules shall be deemed superseded to the extent of any such inconsistency;

- (f) **Enforcement/Complaints.** The Master Association is empowered to inspect all Lots to determine whether a Sub-Association and/or an Owner is in compliance with this Master Declaration. The Master Association is empowered to receive from a Sub-Association, Master Association committee or other Owners ("Complainant") complaints in writing involving alleged violations of the Master Declaration, the Articles, Bylaws and/or Master Association rules and standards. The Master Association, in its discretion, may use its powers to enforce a violation against an Owner, or a Sub-Association in which the Owner's Lot is located.

- (g) **Emergency Powers.** The Master Association, or any person authorized by the Master Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Master Association unless said entry was necessitated by a condition caused by the Owner or Occupant;

- (h) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Area and/or the Property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service;
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
 - (iii) Any similar public or quasi-public improvements or facilities; and

- (i) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Master Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06 Duties of Master Association. In addition to the powers delegated to it by the Articles, Bylaws and this Master Declaration, without limiting the generality thereof, the Master Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties, unless otherwise delegated to another party as permitted herein, including, but not limited to, a Sub-Association, in a Supplemental Declaration or otherwise:

- (a) **Operation and Maintenance of Common Area.** Unless otherwise delegated to a Sub-Association in this Master Declaration and/or a Supplemental Declaration, perform, or provide for the performance of, the operation, maintenance and management of the Common Area, if any, owned or controlled by the Master Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty

loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant, and the maintenance, management, repair or replacement all other property owned or controlled by the Master Association, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Property, whether recorded or unrecorded;

- (b) **Taxes and Assessments.** Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Master Association or against the Master Association and/or any property owned by the Master Association. Such taxes and assessments may be contested or compromised by the Master Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Master Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Master Association in the event that the Master Association is denied the status of a tax exempt corporation;
- (c) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Master Association;
- (d) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Master Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Master Association, except to the extent carrying such insurance is assignable to a Sub-Association, in which the Master Association may, in its discretion, designate such Sub-Association carry such insurance on the areas maintained by the Sub-Association;
 - (ii) Comprehensive public liability insurance insuring the Master Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Master Association or easement areas under the control of the Master Association. The limits of liability of such coverage shall be as determined by the Board of Directors;
 - (iii) If elected by the Board, full coverage directors and officer's liability insurance in an amount determined by the Board;
 - (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Master Association's functions or to insure the

Master Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Master Association funds or other property;

- (v) The Master Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith;
 - (vi) If required by the insurance companies, the same insurance as stated above for the Sub-Associations and their boards and officers; and
 - (vii) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Master Association.
- (e) **Administration Fees - Costs.** Pay to the Declarant (which, for purposes of this Section, "Declarant" shall include any entity managing the Property as appointed by the Declarant), so long as the Declarant manages the Master Association, all actual out-of-pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Master Association plus an administrative fee equal to current market fees as are typically charged for such management and administration for similar properties in Meridian, Idaho, and which administrative fee shall be compensation to the Declarant for the services provided to the Master Association; and upon the termination of rights of the Declarant, pay such fee to a third party manager as determined by the Master Association upon a majority vote electing such third party manager;
- (f) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same is located within or without the boundaries of the Property;
- (g) **Rule Making.** Make, establish, create, amend and repeal Master Association rules and standards;
- (h) **Enforcement of Restrictions and Rules.** Perform such other reasonable acts, whether or not expressly authorized by this Master Declaration, to enforce any of the provisions of this Master Declaration and the Master Association rules for which enforcement is desirable as determined by the Master Association.

SECTION 6.07 Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Improvements located on a Common Area, the drainage swales, if any, located thereon within the public right(s)-of-way within the Property, or any other Improvement, property or facility required by this Master Declaration to be maintained, repaired or replaced by the Master Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Master Association from the funds of the Master Association obtained by Regular or Special Assessments against the Lots within the Property which are served thereby. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Property served thereby on an equal basis. The Master Association shall have the right to establish a reserve account to implement the purposes of this Master Declaration, and the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment shall be determined by the Board. The Board shall have the right to place all funds collected

in an interest-bearing account in an appropriate financial institution. In the event the Master Association does not have adequate funds to pay the cost and expenses deemed by the Master Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

SECTION 6.08 Budgets and Financial Statements. Financial statements for the Master Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed at the Master Association's annual meeting; and
- (b) The Master Association, or its agent, shall cause to be prepared and delivered at the Master Association's annual meeting, a balance sheet as of the last day of the Master Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Master Association for that fiscal year.

SECTION 6.09 Effective Date. The provisions of this Article VI shall become operative upon the creation by the Declarant of the Master Association and the conveyance to said Master Association of fee simple title to the Common Area within the Property. Until the creation and organization of the Master Association, the Declarant shall have the right to exercise all of the powers of the Master Association set forth in this Master Declaration.

ARTICLE VII ASSOCIATION PROPERTY

SECTION 7.01 Use. Each Sub-Association and each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (a) **Articles, etc.** The provisions of the Articles and Bylaws of the Master Association applicable to the Lot, this Master Declaration and applicable Supplemental Declaration and the rules, regulations and rules and standards promulgated thereunder. Each Sub-Association and Owner, in using the Master Association properties, shall comply with the same;
- (b) **Suspension of Rights.** The right of the Master Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against a Sub-Association, and/or Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Master Association;
- (c) **Dedications.** The right of the Master Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in the Property;
- (d) **Conveyance of Common Area.** Except as provided in subsection (c), above, no portion of the Common Area shall be conveyed by the Master Association unless the Board of Directors of the Master Association determines that such conveyance is in the best interests of the Property, which determination shall be made following a regular or special meeting of the Members of the Master Association at which meeting the proposed

conveyance is presented by the Board of Directors and the Members have the opportunity to present testimony in support of or against such proposed conveyance;

- (e) **Mortgage of Common Area.** No portion of the Common Area shall be mortgaged by the Master Association without the prior approval of at least two-thirds (2/3rds) of the Members, which approval may be obtained in writing or by a vote of the Members at a meeting called for such purpose.
- (f) **Tennis Facilities.** Each Owner understands that the use of the Tennis Facilities are governed by additional agreements with SCC, as may be supplemented by SCC and/or Declarant from time to time, and that the duration of such use of the Tennis Facilities by the Owners may not be perpetual.
- (g) **Social Memberships.** Each Owner understands that the Social Memberships are governed by additional agreements with SCC, as may be supplemented by SCC and/or Declarant from time to time, which such Owner will be required to meet to use such Social Membership, and that the duration of such use of the Social Memberships by the Owners may not be perpetual.

SECTION 7.02 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the any Improvements located on the Property, and/or located thereon within the public right(s)-of-way within the Property, or any other Improvement, property or facility required by this Master Declaration to be maintained, repaired or replaced by the Master Association, is performed by the Master Association as a result of the willful or negligent act or omission of a Sub-Association, an Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Sub-Association and/or Owner to the Master Association and/or the Master Association may assess the cost of the same against said Sub-Association and/or Owner and the Owner's Lot as a Limited Assessment, as provided in this Master Declaration and may be collected as provided in Article IX, below.

SECTION 7.03 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Master Association, insurance proceeds to compensate for damage and destruction shall be paid to the Master Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04 Condemnation. If at any time any part of the Common Area or other property owned by the Master Association can be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Master Association. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Master Association; (ii) acquire and/or improve additional properties for the Master Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VIII ASSESSMENTS

SECTION 8.01 Covenant to Pay Assessments. The Sub-Association when created, and each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Master Association. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such

Assessment is made, or made upon the Sub-Association on account of such Owner or Lot regardless of the sale of such Lot. Additionally, all such Assessments shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. No Sub-Association or Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.

SECTION 8.02 Regular Assessments. Regular Assessments shall be made by the Master Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or controlled by the Master Association and for the performance by the Master 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 Master 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).

The monthly Regular Assessment shall be set by the Board from time to time.

SECTION 8.03 Special Assessments. In addition to Regular Assessments, the Master Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Master Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration; and /or
- (b) To cure a deficit in the common and ordinary expenses of the Master Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Master Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Buffer (as defined in Section 5.13(b), above), and a Common Driveway (as defined in Section 5.13) if such maintenance and repair, completion or removal is necessary to protect the Common Area or any other portion of the Property, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision and/or in violation of Section 5.13, as determined by the Board in its discretion, and if the Sub-Association and/or Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Sub-Association on behalf of such Lot, and/or Owner of the Lot owned by said Owner to pay for the cost of such maintenance and

repair, completion and/or removal, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, completion, and/or removal and the Assessment therefore;

- (b) **Correction of Violations.** In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of this Master Declaration, 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 and attorneys' fees shall be assessed and collected as set forth in this Article IX and Article X of this Master Declaration; and
- (c) **Limited Purpose.** The Master Association shall have the power to levy a Limited Assessment against a Sub-Association on behalf of a Lot, and/or Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Master Association.

SECTION 8.05 Commencement of Regular Assessments. Regular Assessments of the Master Association against the Sub-Association on behalf of a Lot and/or each Lot shall commence the date of the closing of the first sale of a Lot by the Declarant (in this case, whichever entity comprising Declarant is the owner) to an Owner. Provided, however, that any Lot owned by the Declarant shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Declarant pays all or any portion of the expenses of the Master Association in excess of the amount assessed to Lots owned by the Declarant, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Property, or (ii) a loan by the Declarant to the Master Association, which loan, without interest, shall be repaid by the Master Association to the Declarant from the funds of the Master Association which are available to make such repayment. Nothing herein contained shall obligate the Declarant to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Declarant owns all of the Lots.

SECTION 8.06 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Master Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. In its sole discretion, the Master Association may bill only the Sub-Association for Assessments applicable to its portion of the Property, or may bill each Owner directly. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Master Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09 Estoppel Certificate. The Master Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Master Association, the Sub-Association and/or a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Master Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Master Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03, shall be sent to the Sub-Association and each Owner whose Lot is subject to the levy of such Special Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of sixty percent (60%) of the Owners, who have voting rights in the Master Association, either in person or by proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of ten percent (10%) of the Owners who have voting rights in the Master Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required.

ARTICLE IX ENFORCEMENT OF ASSESSMENTS

SECTION 9.01 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Master Association is vested in the Master Association. Each Sub-Association and Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Master Declaration, whether such Assessment is billed to the Sub-Association on behalf of such Lot and/or billed directly to the Owner of such Lot, together with interest thereon and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens (including Mortgages) or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto, in which the first Mortgagee has been given and made in good faith and for value, which first Mortgage is of record as an encumbrance against such Lot prior to the recordation of an Assessment claim of lien; and (iii) labor or materialmen's liens, if the same are prior and superior by reason of applicable law. Except as expressly provided in this Section 9.02, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or

transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Master Declaration.

All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Master Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

SECTION 9.03 Notice of Assessment. If a Sub-Association and/or an Owner fails to pay an Assessment within thirty (30) days of its due date, the Master Association shall prepare a written notice setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Master Association, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Master Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Master Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any Assessments against the Lot which shall become due during the period of foreclosure. The Master Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05 Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Master Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06 Reporting. The Master Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Master Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;

- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Master Association shall be required to notify a Mortgagee as herein provided, the Master Association shall assess the Owner who is delinquent an amount for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above, as such amount is determined by the Board from time to time.

SECTION 9.07 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Master Association may pursue all other remedies available at law or in equity.

ARTICLE X ENFORCEMENT OF PROVISIONS

SECTION 10.01 Right to Enforce. Willful or negligent act or omission of an Owner, and/or Occupant, and/or Sub-Association, to comply with this Master Declaration, or deviate from, or violate the Master Declaration and/or the rules and standards of the Master Association or a Master Association committee, shall subject such Member, Owner and/or Occupant to enforcement actions pursuant to this Master Declaration and as determined by the Master Association from time to time, including, but not limited to, revocation of Property privileges, and/or fines. In the case of fines, and/or costs incurred by the Master Association to correct such Member, Owner and/or Occupant's acts or omissions, the Master Association may levy Limited Assessments against the Sub-Association, Lots in proportionate amounts on behalf of the Sub-Association, and/or the Lot associated with such Owner and/or Occupant, based on the procedure provided herein for such Limited Assessments.

SECTION 10.02 Complaints. In the event the Board receives a written complaint of a violation or deviation from the Master Declaration, and/or Master Association, rules and standards, from a Sub-Association, Owner, or Master Association committee ("Complainant"), it shall do the following: (i) first confirm the alleged violation involves a Master Declaration issue, rather than a Supplemental Declaration issue to be resolved by a Sub-Association; and (ii) if so confirmed, determine the validity of such complaint by inspection or otherwise. Should the Board determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the party causing the complaint ("Subject Party"), Sub-Association associated with the Subject Party if applicable, and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Subject Party conform to either or both of the following directives:

- (a) The Subject Party shall immediately cease the activity which constitutes a deviation or violation; and
- (b) The Subject Party shall adhere to the corrective measures set forth in the written notice.

Should the Board determine that the complaint involves a deviation or violation of a Supplemental Declaration (which shall be addressed by the applicable Sub-Association), or there has been no deviation

or violation, it shall promptly issue a notice of such determination to the alleged Subject Party, the Sub-Association and the Complainant.

SECTION 10.03 Hearing. A Subject Party served with a written notice of deviation or violation by the Board, or a Complainant shall have the right to request and be heard at a hearing in front of the Board, as determined appropriate by the Board, for the purpose of presenting facts and information. Such hearing must be requested by such party within ten (10) days from the date the written notice of any decision by the Board, or the date of written notice of deviation or violation by the Board, is mailed to the Subject Party and Complainant as evidenced by the records of the Board. The hearing shall be held within ten (10) days following receipt by the Board of the request for a hearing, unless the Board shall extend said period of time because of the unavailability of the Board, as applicable. A hearing may be continued by the Board for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Board shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Board with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the Complainant unless a Subject Party is found to be in violation after such hearing, in which event such Subject Party shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.05, below.

SECTION 10.04 Appeal. Either a Subject Party or a Complainant shall have the right to appeal to the Board a decision of the Board on an application with respect to the conditions imposed thereon or a denial thereof, reached following a hearing held pursuant to Section 10.03, above, provided, however, that neither a Subject Party nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Subject Party or Complainant has participated in the hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the Board. Said notice of appeal shall be dated and shall contain the name of the Subject Party and the Complainant, if any, and a copy of the written decision or determination of the Board. The failure of a Subject Party or Complainant to appeal a decision of the Board in the manner and within the time herein provided shall terminate all rights of said Subject Party or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Board.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Board shall be considered final and not subject to further appeal.

At the hearing the Subject Party, and Complainant, if any, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Subject Party and the Complainant, if any, shall have the opportunity to question and cross-examine witnesses presented by the other. The Subject Party and the Complainant, if any, will have the opportunity to

present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Subject Party and the Complainant, if any, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the prior decision of the Board, in which event such costs shall be paid by the Master Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.05, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

Notwithstanding anything to the contrary herein, any informal decisions, actions, or investigations by the Board on a verbal complaint shall be within the sole discretion of the Board, and such decisions, actions or investigations shall not waive any and all processes provided herein by the Board, a Subject Party, or a Complainant, or supersede any requirements for a written complaint herein.

SECTION 10.05 Enforcement. The Board shall be authorized on behalf and in the name of the Master Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, and/or delegate in writing such enforcement to a Sub-Association.

The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the Board shall have the sole discretion to commence such proceedings.

The authority of the Board as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Master Association.

In the event the Master Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Master Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Master Association within five (5) days after written demand therefor is mailed to the Owner, the Master Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 10.06 Additional Damages. In addition to the costs and expenses to be reimbursed by the Subject Party or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Master Association to correct the same shall be assessed as a Limited Assessment against the Subject Party, and the Lot owned by or associated with the Subject Party and/or the complaint, or the Complainant and/or the Lot owned by associated with the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

SECTION 10.07 Non-Exclusive Remedy. The right of the Master Association to levy a Limited Assessment as described above, shall not be deemed to be an exclusive remedy of the Master Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.08 Private Rights. The Master Association shall not mediate or litigate a "private dispute" between Owners. As used herein, a "private dispute" shall mean a dispute to which either of the following apply: (i) the Master Association has determined that there is no violation of this Master Declaration, or other Property or Master Association documents; and/or (ii) in the sole discretion of the Board, the Board determines that the neither the interests of the Master Association or a substantial number of the Owners would be benefitted by the Board and/or the Master Association's mediation and/or litigation of such dispute.

SECTION 10.09 Inspection Fee(s). The Board shall have the right to charge an Owner an inspection fee (hereafter "Inspection Fee") as determined by the Board from time to time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the Board without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Master Declaration, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the Board to an Owner shall be enforceable as a Limited Assessment.

ARTICLE XI **ANNEXATION**

SECTION 11.01 Annexation - Master Declaration. The Declarant may bring any additional property within the provisions of this Master Declaration by the Declarant, at any time, without the approval of any Owner, the Master Association, or any Sub-Association. To annex additional property, prior to such annexation, the Declarant shall record an amendment to this Master Declaration which shall specify the annexation of the additional property, signed by both entities constituting the Declarant, and which may supplement this Master Declaration with additional, amended or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. Declarant's amendment of this Master Declaration to annex additional property as authorized by this Section shall be controlled by the provisions of this Section, and is expressly excluded from the requirements of Section 12.02.

SECTION 11.02 Annexation - Supplemental Declaration. Any additional property approved by the Declarant and annexed into the Master Association pursuant to Section 11.01 above, shall also be brought by the annexing party within the provisions of either: (i) a new recorded Supplemental Declaration; or (ii) within an existing recorded Supplemental Declaration, both of which require approval in

writing of the Declarant. No Supplemental Declaration may be recorded upon a portion of Property or other real property unless and until such real property has first been annexed within the provisions of the Master Declaration. No Lot contained in annexed property may be sold until such property is also covered under a recorded Supplemental Declaration. Upon such recordation of a Supplemental Declaration, any new Sub-Association shall become a Member of the Master Association with all rights, privileges and obligations as all other Members as provided in this Master Declaration. Any new Supplemental Declaration shall include provisions addressing meeting all required obligations of Sub-Associations pursuant to this Master Declaration, including, but not limited to, creation of the Sub-Association, creation of an architectural control committee with rules and standards consistent with this Master Declaration, and maintenance of Common Area, as determined by the Master Association, and provisions regarding the voting process for Master Association matters. After initial approval by the Declarant, if provided in such Supplemental Declaration, a Supplemental Declaration may be amended without Declarant's further approval so long as such amendment complies and is consistent with any approval requirements of Declarant, this Master Declaration and all Master Association documents, including any rules and standards, any plat affecting the Property, and any and all laws applicable.

SECTION 11.03 De-Annexation. The Declarant shall have the right to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Master Association, and any Supplemental Declaration, so long as the Declarant is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XII MISCELLANEOUS

SECTION 12.01 Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2040, unless amended as hereafter provided. After December 31, 2040, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 12.02 Amendment. This Master Declaration may be amended as follows:

- (a) **By Declarant.** Until all Lots within the Property are conveyed by the Declarant, the Declarant may amend this Master Declaration by executing an amendment and recording it in the records of Ada County, Idaho.
- (b) **By Members.** The provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, approved by at least 50% of the of the total of the votes cast by the Members either in person or by proxy at a meeting of the Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Any amendment to this Section 12.02(b) shall require approval by at least 66.67% of the total of the votes cast by the Members either in person or by proxy at a meeting of the Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Amendments complying with this Section 12.02 shall be effective upon recordation with the Ada County Recorder.
- (c) **By Necessity.** Declarant shall have the exclusive right, power and authority to amend this Master Declaration, or any of the Property or Development documents, at any time in its sole discretion, if such amendment is: (i) necessary to bring any provision into

compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Property; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

- (d) **Books and Records.** All financial accounting books and records, and meeting minutes of the Board and Master Association, and any other records determined by the Board in its sole discretion, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Master Association, or at such other place and time as the Board shall prescribe.

SECTION 12.03 Non-Waiver. The failure of the Declarant, the Board, a Sub-Association, or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 12.04 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same. Upon creation of such Sub-Association, each Sub-Association accepts its obligations and responsibilities pursuant to this Master Declaration and agrees to be bound by the same.

SECTION 12.05 Indemnification of Board Members. Each member of the Board shall be indemnified by the Members and Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board, or any settlement thereof, whether or not said person is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Master Association, Members or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Master Association or prior thereto during the period the Declarant is exercising the powers of the Master Association.

SECTION 12.06 Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed. Any notice to a Sub-Association shall be deemed delivered if and when delivered to any member of its board of directors and/or an officer.

SECTION 12.07 Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 12.08 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 12.09 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

SECTION 12.10 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 12.11 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Master Declaration, the Declarant, the Master Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Master Declaration or provided by law.

SECTION 12.12 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Master Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 12.13 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 12.14 Force Majeure. The period of time provided in this Master Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

SECTION 12.15 Mediation. In the event of a deadlock between the two entities comprising the Declarant, and/or an even number of Members in the Association, all involved parties agree to submit to mediation with an agreed upon mediator to equitably resolve the dispute. Each party involved agrees to

pay for its own attorneys fees and costs in such mediation, and to pay for the services of such mediator in equal shares.

SECTION 12.16 Water Rights Appurtenant to Subdivision Lands. Declarant reserves unto itself any and all water rights appurtenant to the Property, and accordingly, Owners of any and all Lots shall have no right, title or interest in any of said water or water rights.

[END OF TEXT]

IN WITNESS WHEREOF the Declarant has executed this Master Declaration as of the day and year first above written.

DECLARANT:

SWG BRIGHTON LLC, an
Idaho limited liability company

By *David W. Turnbull*
David W. Turnbull, *Member*

STATE OF IDAHO)
) ss:
County of Ada)

On this *1st* day of *October*, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the *Member* of **SWG BRIGHTON LLC**, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



Amanda K. Schaus
Notary Public for Idaho *Boise, ID*
My Commission Expires: *1.24.11*

SPURWING GREENS LLC, an
 Idaho limited liability company

By: *CK Anderson*
 Name: Christopher C. Anderson
 Its: Managing Member

STATE OF IDAHO)
) ss:
 County of Ada)

On this 14th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher C. Anderson, known or identified to me to be the Managing Member of **SPURWING GREENS, LLC**, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.

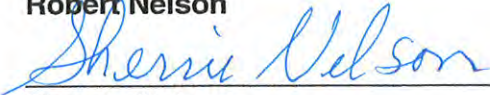


AK Schaus
 Notary Public for Idaho Burien, ID
 My Commission Expires: 1.24.11

THE UNDERSIGNED, AS ADDITIONAL OWNERS WITHIN THE PROPERTY, CONSENT AND APPROVE ALL TERMS AND CONDITIONS OF THIS MASTER DECLARATION:

Lot 2, Block 15, Jayker Subdivision:



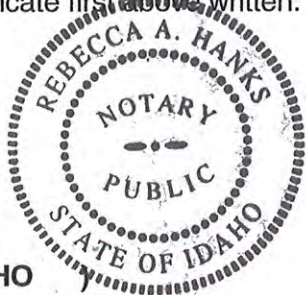
 Robert Nelson


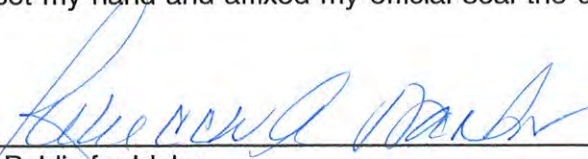
 Sherrie Nelson

STATE OF IDAHO)
) ss:
 County of Ada)

On this 5th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT NELSON**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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
 My Commission Expires: 10.6.2011

STATE OF IDAHO)
) ss:
 County of Ada)

On this 5th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **SHERRIE NELSON**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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
 My Commission Expires: 10.6.2011

Lot 7, Block 8, Jayker Subdivision:

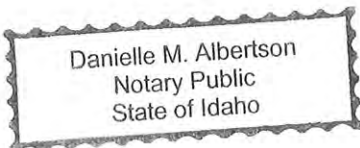
THE MARRS COMPANY

By: *[Signature]*
Name: Michael P Marris
Its: President

STATE OF IDAHO)
) ss:
County of Ada)

On this 6 day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Marris known or identified to me to be the President of **THE MARRS COMPANY**, an Idaho corporation ~~limited liability company~~, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same. LLC


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



Danielle M Albertson
Notary Public for Idaho
My Commission Expires: 05-15-2013

Lot 8, Block 8, Jayker Subdivision:

SNOW CHERRY, LLC

By: 
Name: GRANT L. PETERSON
Its: MANAGING MEMBER

STATE OF IDAHO)
) ss:
County of Ada)

On this 15th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Grant Peterson, known or identified to me to be the Managing Member of **SNOW CHERRY, LLC**, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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 Bnd, ID
My Commission Expires: 1.24.11

Lot 22, Block 2; Lot 20, Block 8; Lot 3, Block 15, Jayker Subdivision

BRIGHTON HOMES LLC,
an Idaho limited liability company

By: [Signature]
Name: David W. Turnbull
Its: MEMBER

State of Idaho)
 : ss.
County of Ada)

On this 18th day of October, in the year of 2010, before me the undersigned notary public, personally appeared David W. Turnbull, known or identified to me to be the Member of Brighton Homes LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability executed the same.

[Signature]

Notary Public for Idaho
Residing In: Bur ID
My Commission expires: 1.24.11



Lot 2, Block 8; Lot 3, Block 8, Jayker Subdivision

CLYDE DEVELOPMENT, INC.,
an Idaho corporation

By: [Signature]
Name: James Clyde
Its: President

State of Idaho)
 : ss.
County of Ada)

On this 18th day of October, in the year of 2010, before me the undersigned notary public, personally appeared James Clyde, known or identified to me to be the President of Clyde Development, Inc., the corporation 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.



[Signature]
Notary Public for Idaho
Residing In: Bozeman
My Commission expires: 10.6.2011

Lot 24, Block 8; Lot 12, Block 8, Jayker Subdivision:

BLACKSTEAD BUILDING CO., INC.,
an Idaho corporation

By: [Signature]
Name: Rod Blackstead
Its: President

State of Idaho)
 : ss.
County of Ada)

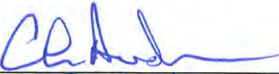
On this 18th day of October, in the year of 2010, before me the undersigned notary public, personally appeared Rod Blackstead, known or identified to me to be the President of Blackstead Building Co., Inc. the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public for Idaho
Residing In: Burien, Idaho
My Commission expires: 1.24.11

Common Area Lots:

SPURWING GREENS MASTER ASSOCIATION INC.


By: 
Name: Christopher L. Anderson
Its: ~~Managing Member~~ President

STATE OF IDAHO)
) ss:
County of Ada)

On this 19th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be the Managing Member President of **SPURWING GREENS MASTER ASSOCIATION INC.**, an Idaho corporation, the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho 6th. 10
My Commission Expires: 6.24.11

BRIGHTON INVESTMENTS, LLC

By: [Signature]
Name: David W. Turnbull
Its: Managing Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 18th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Turnbull, known or identified to me to be the Managing Member of **BRIGHTON INVESTMENTS, LLC**, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



[Signature]
Notary Public for Idaho 6th ID
My Commission Expires: 1.24.11

MDC, LLC, an Idaho limited liability company, hereby approves of, and consents to this Master Declaration and any Supplemental Declarations, and/or amendments to such Master Declaration and any Supplemental Declaration, and hereby unconditionally subordinates any interest it has in the Property and any documents relating to any portion of the Property, as a mortgagee or beneficiary or otherwise, all of the terms and conditions of the Master Declaration, and Supplemental Declaration, as recorded in the records of Ada County, Idaho, from time to time.

MDC, LLC, an Idaho limited liability company

By: *Doug Carnahan*
Name: Douglas Carnahan
Its: Managing Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 19 day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Carnahan, known or identified to me to be the managing member of MDC, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.

Cara Vines
Notary Public for Idaho
My Commission Expires: 2/8/2013



EXHIBIT A
DESCRIPTION OF PROPERTY

Engineering North West, LLC

13601 W. McMillan Rd., Ste. 102-248

Boise, Idaho 83713

(208) 376-5000 • Fax (208) 376-5556

Project No. 09-027-01

Date: October 18, 2010

JAYKER SUBDIVISION
ALL LOTS & BLOCKS DESCRIPTION

A parcel of land being Jayker Subdivision – Phase 1, as same is shown on the Plat thereof recorded in Book 101 of Plats at Page 13341 of Ada County Records, located in Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Block 1: Lot 1

Block 2: Lots 1 thru 22

Block 3: Lot 1

Block 4: Lots 1 thru 4

Block 5: Lots 1 thru 3

Block 6: Lots 1 thru 3

Block 7: Lot 1

Block 8: Lots 1 thru 24

Block 9: Lot 1

Block 10: Lot 1

Block 11: Lots 1 thru 25

Block 12: Lots 1 thru 16

Block 13: Lots 1 thru 4

Block 14: Lot 1

Block 15: Lots 1 thru 15

Block 16: Lots 1 thru 33

Block 17: Lot 1

Block 18: Lot 1

Block 19: Lot 1

Block 20: Lot 1

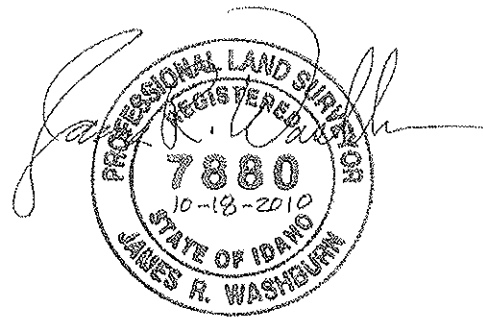
Block 21: Lot 1

Block 22: Lot 1

Block 23: Lots 1 and 2.

END

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

FIRST AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between SWG BRIGHTON LLC, an Idaho limited liability company, and SPURWING GREENS LLC, an Idaho limited liability company (collectively "Declarant") and is effective the 19th day of October, 2010 ("Effective Date").

Recitals

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for Spurwing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho ("Master Declaration").

B. Pursuant to Section 12.02 of the Master Declaration, Declarant may amend the Master Declaration by executing and recording an amendment in the records of Ada County, Idaho.

Amendment

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. **Annexation – Supplemental Declaration.** Section 11.02 is hereby deleted in its entirety, and is replaced with the following new Section 11.02:

SECTION 11.02 Annexation - Supplemental Declaration. Brighton shall be entitled at any time to execute and record a Supplemental Declaration for any Property encumbered by this Master Declaration owned by Brighton, or contained within "The Grove" or "The Orchard", without any further approval necessary by Spurwing or any other entity or person. Spurwing shall be entitled at any time to execute and record a Supplemental Declaration for any Property encumbered by this Master Declaration owned by Spurwing, or contained within "The Estates", without any further approval necessary by Brighton or any other entity or person. Any additional real property annexed into the Master Association approved by the Declarant pursuant to Section 11.01 above shall be brought within the provisions of either: (i) a new recorded Supplemental Declaration; or (ii) within an existing recorded Supplemental Declaration, with such terms and conditions as may be required by the Declarant in its discretion. No Supplemental Declaration may be recorded upon a portion of Property or other real property unless and until such real property has first been annexed within the provisions of the Master Declaration. No Lot contained in property annexed pursuant to Section 11.01 may be sold until such property is also encumbered by a recorded Supplemental Declaration. Upon recordation of the Supplemental Declaration, any new Sub-Association shall become a Member of the Master Association with all rights, privileges and obligations as all other Members as provided in this Master Declaration. Any new Supplemental Declaration shall include provisions addressing meeting all required obligations of Sub-Associations pursuant to this Master Declaration, including, but not

limited to, creation of the Sub-Association, creation of an architectural control committee with rules and standards consistent with this Master Declaration, and maintenance of Common Area, as determined by the Master Association, and provisions regarding the voting process for Master Association matters. After initial approval by the Declarant, if provided in such Supplemental Declaration, a Supplemental Declaration may be amended without Declarant's further approval so long as such amendment complies and is consistent with any approval requirements of Declarant, this Master Declaration and all Master Association documents, including any rules and standards, any plat affecting the Property, and any and all laws applicable."

2. Miscellaneous. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF the Declarant has executed this Master Declaration as of the day and year first above written.

DECLARANT:

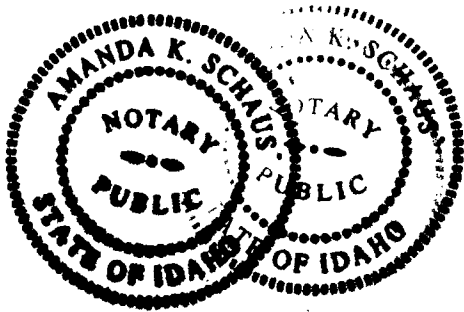
SWG BRIGHTON LLC, an
Idaho limited liability company

By *David W. Turnbull*
David W. Turnbull, *Member*

STATE OF IDAHO)
) ss:
County of Ada)

On this *18th* day of *October*, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the *Member* of SWG BRIGHTON LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



A.K. Schaub

Notary Public for Idaho *Book 10*
My Commission Expires: *1.24.11*

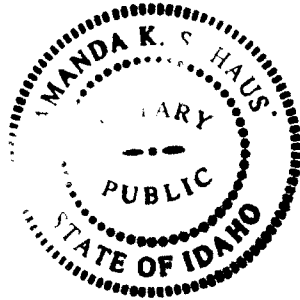
SPURWING GREENS LLC, an
Idaho limited liability company

By: *CD Anderson*
Name: Christopher C. Anderson
Its: Managing Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 14th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher C. Anderson, known or identified to me to be the Managing Member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



AK Haus

Notary Public for Idaho Boise, ID
My Commission Expires: 6.24.11

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 04/19/11 08:30 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
SWG Brighton LLC

AMOUNT 106.00 33



SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS
ORCHARD/GROVE SUBDIVISION

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS
ORCHARD/GROVE SUBDIVISION**

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**NOTICE TO POTENTIAL
BUYERS AND OWNERS**

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF SUBDIVISION PROPERTY WITHIN THE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENTS DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE SUBDIVISION OWNERS AND RESIDENTS.

THE DECLARANT (AS DEFINED HEREIN) EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. THE SUB-ASSOCIATION (AS DEFINED HEREIN) HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRES EXPENDITURES BY THE SUB-ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT WITHIN THE SUBDIVISION. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER, INCLUDING, BUT NOT LIMITED TO THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE SUBDIVISION, SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS SUPPLEMENTAL DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY THE DECLARANT SHALL CONTROL.

ARTICLE I
RECITALS

WHEREAS, Declarant and Spurwing Greens LLC have recorded that certain Master Declaration governing certain Property in Ada County, Idaho;

WHEREAS, real property described on Exhibit A attached hereto and incorporated herein by reference, is a portion of the Property, as defined in the Master Declaration, and is the subject of this Supplemental Declaration (the "Subdivision Property");

WHEREAS, the Declarant has created this Supplemental Declaration and the Sub-Association to govern the Subdivision Property, pursuant to the terms of the Master Declaration;

WHEREAS, the Declarant has the authority to record this Supplemental Declaration pursuant to the Master Declaration;

WHEREAS, the Declarant desires to subject the Subdivision Property to certain covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes, supplementing the Master Declaration, herein set forth to accomplish the following: (i) comply with the Master Declaration; (ii) insure the enhancement and preservation of Subdivision Property values, (iii) provide for the proper design, development, improvement and use of the Subdivision Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Subdivision Property, and (iv) create a residential development of high quality;

WHEREAS, as additional land owned by the Declarant adjacent to the Subdivision Property is platted and developed for uses similar to that of the Subdivision Property, upon approval pursuant to the Master Declaration and this Supplemental Declaration, such may become subject to the terms of this Supplemental Declaration by the annexation of the same as provided herein;

WHEREAS, the Declarant may, from time to time, promulgate further conditions, covenants, restrictions and easements relating to particular tracts or parcels of real Subdivision Property within the Property, which may supplement and/or amend this Supplemental Declaration; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Subdivision Property and the Sub-Association until such time as the Owners take over the management functions of the Sub-Association as provided in this Supplemental Declaration.

All capitalized terms used in this Supplemental Declaration shall have the same meanings as in Article III, Definitions, unless otherwise specified herein.

ARTICLE II
DECLARATION

The Declarant hereby declares that the Subdivision Property and each Lot (as defined herein) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the

land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Subdivision Property or any Lot therein; shall inure to the benefit of every Lot in the Subdivision Property and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant by and any Owner, or by the Sub-Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Supplemental Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Subdivision Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Supplemental Declaration may be granted by the ACC (as defined herein) provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City of Meridian, Idaho, applicable to the Subdivision Property. Any such waiver need not be recorded and shall not constitute an amendment of this Supplemental Declaration.

In the event of a conflict between the provisions of this Supplemental Declaration and the Master Declaration, or any Master Association documents, the Master Declaration and the Master Association documents shall control.

ARTICLE III **DEFINITIONS**

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

ACC: The committee created by the Sub-Association which works on behalf of the Sub-Association to manage the architectural, building, landscape and other plans for Lots located in the Subdivision.

ACC Rules/ACC Standards: Such rules or standards created by the Sub-Association through its ACC.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Subdivision Property are made subject to this Supplemental Declaration.

Assessment: A payment required of an Owner of a Lot, including Regular, Special, Limited Assessments, as provided in this Supplemental Declaration, including, but not limited to, a payment of any kind or nature required by the Master Association.

Board or Board of Directors: The duly elected and qualified Board of Directors of the Sub-Association.

Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such 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, whether complete, substantially complete or partially complete.

Bylaws: The Bylaws of the Sub-Association, including any amendments thereto duly adopted.

Common Area: All real and personal property, including fee simple, easements (including, but not limited to, landscape easements), licenses, leases, or any other real property which constitute the following: (i) is defined as "Common Area" pursuant to the Master Declaration, and (ii) which is located within the Subdivision Property.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Subdivision Property, or any additional Subdivision Property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Declarant: SWG Brighton LLC, an Idaho limited liability company ("Brighton"), for as long as Brighton, or any entity with at least one principal in common with Brighton, owns any portion of the Property. Brighton hereby designates Brighton Corporation, an Idaho corporation, to be the "Designated Agent" for the Declarant to sign any and all documents and take any and all actions on behalf of Declarant which are permitted to be made or done by Declarant in this Supplemental Declaration, including, but not limited to, the execution and recording of amendments to this Master Declaration. Any documents and/or acts taken by Brighton Corporation as Designated Agent may be relied upon as the act of the Declarant, unless Brighton Corporation's authority as Designated Agent is revoked as provided herein. Grantor may at any time revoke the status of Brighton Corporation as Designated Agent, and appoint a new "Designated Agent" for Grantor by recording such revocation and/or appointment in the records of Ada County, Idaho. Additionally, Brighton may at any time convey, assign and transfer its rights as "Declarant" in this Supplemental Declaration to another entity which owns any portion of the Subdivision Property, so long as Brighton records a document evidencing such conveyance, assignment and transfer of its rights as Declarant to such entity(ies) in the records of Ada County, Idaho. A transferee of the Brighton's rights as described herein may also transfer its rights as described herein.

Improvements: All structures and appurtenances to real property, of all kinds and types, including, whether complete, substantially complete or partially complete, including, but not limited to, Buildings, pedestrian pathways, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, pools, restroom facilities, changing rooms, community center, clubhouse, tennis courts, attached play structures, attached benches, irrigation facilities, storm drainage facilities, sprinklers, and/or lighting, if any. Improvements shall not include those items which are located entirely within the interior of a Building and cannot be readily observed when outside thereof, except for in the case of Common Area owned and/or maintained by the Master Association, or a Sub-Association.

Initial Construction: The physical movement of any soil on a Lot with the intent of constructing Improvements on such Lot.

Limited Assessment: An Assessment levied by the Sub-Association upon one or more Lots, but not upon all Lots within the Subdivision Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Sub-Association to correct a condition prohibited or to cure an Owner's breach hereunder, or as may be otherwise be assessed by the Master Association pursuant to the Master Declaration.

Lot: A portion of the Subdivision Property which is a legally described tract or parcel of land within the Property, or which is designated as a Lot in a Plat, including any improvements located on such tract or parcel of land.

Master Association: Spurwing Master Association, Inc., the Idaho non-profit corporation organized by the Declarant and Spurwing Greens LLC, comprised of Members consisting of Sub-Associations created through Supplemental Declarations, and which exists for the purpose of providing self-government for the Property, and its committees or other sub-associations, if any.

Master Declaration: That certain Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Subdivision, dated October 19, 2010, recorded as Instrument No. 110098311 on October 19, 2010, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens dated October 19, 2010, recorded as Instrument No. 110098312 on October 19, 2010, all in the records of Ada County, Idaho, as it may be further amended and/or supplemented from time to time, and including any Master Association governing documents, sub-associations, committees, rules, and/or regulations as they may be created, amended and/or supplemented from time to time.

Supplemental Declaration: This instrument as it may be amended and/or supplemented from time to time.

Member: Any person(s) who is an Owner of a Lot within the Subdivision Property is a Member of the Sub-Association, unless otherwise provided by applicable law.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within the Subdivision Property. The obligations of Owner in this Supplemental Declaration run with the Subdivision Property and are also personal to the Owner as the Owner of a Lot.

Subdivision(s): A platted area within the Subdivision Property, as it is governed by this Supplemental Declaration, as such area may be amended, annexed, modified or supplemented from time to time.

Plat: A final subdivision plat covering a portion of the Subdivision Property, and any future real property annexed into the Subdivision Property pursuant to this Supplemental Declaration from time to time, all as recorded in the office of the County Recorder, Ada County, Idaho, and all as the same may be adjusted and/or amended from time by duly recorded amendments thereto.

Property: The real property and any and all other appurtenances described in the Master Declaration, as may be adjusted from time to time.

Regular Assessment: An assessment levied by the Sub-Association against Owners and/or Lots to provide funds to pay the ordinary estimated expenses of the Sub-Association, including, but not limited to, expenses relating to the Common Area, or as otherwise may be assessed by the Master Association pursuant to the Master Declaration.

Special Assessment: An assessment levied by the Sub-Association Association other than a Regular or Limited Assessment, or as may otherwise be assessed by the Master Association pursuant to the Master Declaration.

Sub-Association: The SpurWing Orchard/Grove Sub-Association, Inc., an Idaho non-profit corporation, organized by Brighton for the purpose of implementing the requirements of the Master Declaration, and this Supplemental Declaration, and the Sub-Association's respective committees.

Subdivision Property: The whole of the Subdivision Property described in the recitals above (and Exhibit A), and any additional land annexed thereto pursuant to Article XII, below.

Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration.

ARTICLE IV **PURPOSE**

In addition to the Master Declaration, the Subdivision Property is hereby made subject to the covenants and restrictions contained in this Supplemental Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Subdivision Property to fulfill the Project Objectives, as defined in the Master Declaration.

ARTICLE V **PERMITTED USES AND PERFORMANCE STANDARDS**

SECTION 5.01 Use. Lots shall only be used for purposes permitted by the Master Declaration. In the event the Master Declaration provides for Sub-Association decisions, determinations, approvals regarding various issues, the Board or the ACC created herein shall provide the same, including, but not limited to, ACC Rules/Standards.

SECTION 5.02 Adoption of ACC Rules/ACC Standards. The Declarant, or in the event of the Declarant's failure to do so, the Sub-Association Board and ACC, shall have the power to create ACC Rules/ACC Standards relating to the design, planning, construction, alteration, modification, removal or destruction of Improvements within the Subdivision Property deemed necessary or desirable by the Declarant, or the governing ACC, as the case may be, to carry out the purposes of the Master Declaration and this Supplemental Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of the Master Declaration and this Supplemental Declaration.

SECTION 5.03 Exemption of Declarant. Subject to the Master Declaration, nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Subdivision Property, and/or effectuate lot line adjustments and/or surveys, or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Subdivision Property owned or controlled by the Declarant, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of Development of the Subdivision Property. This Supplemental Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The

Declarant need not seek or obtain ACC approval of any Improvements constructed or placed within the Subdivision Property by the Declarant in connection with the Development of the Property. The Declarant shall be entitled to the non-exclusive use, without charge, of any Common Area within the Subdivision Property in connection with the marketing of the Lots therein. In addition, the Declarant shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Common Areas on and the Lot(s) owned by the Declarant for such a period of time as is reasonably deemed by the Declarant to be necessary.

ARTICLE VI
SPURWING ORCHARD/GROVE SUB-ASSOCIATION INC.

SECTION 6.01 Organization of Sub-Association. SpurWing Orchard/Grove Sub-Association Inc. shall be organized by the Declarant as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Supplemental Declaration. Neither said Articles nor said Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Supplemental Declaration or the Master Declaration.

SECTION 6.02 Members. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner, and for so long as such ownership of a Lot is maintained, shall be a Member of its governing Sub-Association. No Owner shall have more than one membership in the Sub-Association, but shall have such voting rights as hereafter set forth. A membership in the Sub-Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Sub-Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Sub-Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Sub-Association.

SECTION 6.03 Classes of Membership. The Sub-Association shall have two (2) classes of membership:

CLASS A. "Class A Members" shall be the Members of the Sub-Association which are all Owners of Lots within the Subdivision, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Sub-Association until such time as voting rights of the Class B Member expires, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but 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 owned by a Class A Member(s).

CLASS B. "Class B Members" shall be the Declarant, and any person or entity to whom Declarant has specifically granted such Class B Member voting rights in a writing recorded in the records of Ada County, Idaho. If Declarant has not granted such Class B voting rights in such a recorded writing, the Owner of a Lot shall be a Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Declarant (including any transferee who becomes Declarant) is no longer Declarant under this Supplemental Declaration.

SECTION 6.04 Board of Directors and Officers. The affairs of the Sub-Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time.

SECTION 6.05 Powers of Sub-Association. The Sub-Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in this Supplemental Declaration, the Master Declaration, Articles, and/or the Bylaws. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Supplemental Declaration, the Master Declaration, Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Sub-Association and other responsibilities set forth in this Supplemental Declaration and the Master Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Supplemental Declaration;
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Master Declaration, Master Association documents, Supplemental Declaration, Sub-Association documents, or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof;
- (c) **Creation of Committees and Delegation of Powers.** The authority to create, and delegate its power and duties to, committees that it creates, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable, and to create sub-associations;
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Sub-Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Sub-Association, the Board, its officer, a manager or any other representative or employee of the Sub-Association, or the ACC;
- (e) **Sub-Association Rules.** The powers to adopt, amend, and repeal such rules and regulations as the Sub-Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other Subdivision Property owned or controlled by the Sub-Association; provided, however, Sub-Association rules shall not discriminate among Owners and shall not be inconsistent with this Supplemental Declaration, the Master Declaration, Articles, and/or Bylaws this Supplemental Declaration. A copy of Sub-Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Sub-Association rules shall have the same force and effect as if they were set forth in and were part of this Supplemental Declaration. In the event of any conflict between a Sub-Association rule or any provision of the Articles, Bylaws or this Supplemental Declaration, the conflicting provisions of the Sub-Association rules shall be deemed superseded to the extent of any such inconsistency;
- (f) **Emergency Powers.** The Sub-Association, or any person authorized by the Sub- Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any

emergency involving illness or potential danger to life or Subdivision Property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Master Association unless said entry was necessitated by a condition caused by the Owner or Occupant;

- (g) **Licenses.** The power to grant and convey to any revocable third party licenses on, through, under or of the Common Area and/or the Subdivision Property, and/or service contracts, as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners; and
- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Sub-Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06 Duties of Sub-Association. In addition to the powers delegated to it by this Supplemental Declaration, the Master Declaration, Master Association, Articles, and Bylaws, without limiting the generality thereof, the Sub-Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties, as required and/or delegated by the Master Association, and/or additionally desired by the Sub-Association:

- (a) **Operation and Maintenance of Common Area.** Unless otherwise elected to be performed by the Master Association, perform, or provide for the performance of, the operation, maintenance and management of the Common Area, including the repair and replacement of Subdivision Property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant, and the maintenance, management, repair or replacement all other Common Area, at or above the standards required in the Master Declaration, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Subdivision Property, whether recorded or unrecorded;
- (b) **Taxes and Assessments.** Pay all real and personal Subdivision Property taxes and assessments applicable solely to the Sub-Association, if any. The Sub-Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Sub-Association in the event that the Sub-Association is denied the status of a tax exempt corporation;
- (c) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Comprehensive public liability insurance insuring the Sub-Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area under the control and/or maintained by the Sub-Association. The limits of liability of such coverage shall be as determined by the Board of Directors;
 - (ii) If elected by the Board, full coverage directors and officer's liability insurance in an amount determined by the Board;

- (iii) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Sub-Association's functions or to insure the Sub-Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Sub-Association funds or other property;
 - (iv) The Sub-Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith; and
 - (v) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Sub-Association.
- (d) **Administration Fees - Costs.** Pay to the Declarant, so long as the Declarant manages the Sub-Association, all actual out-of-pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Sub-Association plus an administrative fee equal to current market fees as are typically charged for such management and administration for similar properties in Meridian, Idaho, and which administrative fee shall be compensation to the Declarant for the services provided to the Sub-Association;
- (e) **Rule Making.** Make, establish, create, amend and repeal Sub-Association rules;
- (f) **Architectural Control Committee.** Appoint and remove members of the ACC, all subject to the provisions of this Supplemental Declaration;
- (g) **Enforcement of Restrictions and Rules.** Perform such other reasonable acts, whether or not expressly authorized by this Supplemental Declaration, to enforce any of the provisions of this Supplemental Declaration and the Sub-Association rules for which enforcement is desirable as determined by the Sub-Association; and
- (h) **Master Declaration/Master Association.** Uphold the provisions of the Master Declaration with respect to the Subdivision Property, including all Owners and all Lots, the Master Association and related documents, pay all Assessments related to the Master Association and Master Declaration, and participate and vote in all meetings of the Master Association. The Sub-Association shall hold appropriate meetings and votes as determined in the Bylaws and other Sub-Association governing documents to determine its vote in any Master Association related matters.

SECTION 6.07 Cost of Maintenance, Repairs and Replacement. Unless otherwise elected to be maintained by the Master Association (with the cost paid through Master Association Assessments to the Sub-Association and/or Owners as determined by the Master Association), the cost of the maintenance, repairs and replacements of the Improvements located on a Common Area, and any required Improvements, if any, located thereon within the public right(s)-of-way within the Subdivision Property, or any other Improvement, Subdivision Property or facility required by this Supplemental Declaration and the Master Declaration and this Supplemental Declaration to be maintained, repaired or replaced by the Sub-Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Sub-Association from the funds of the Sub-Association obtained by Regular or Special

Assessments against the Lots within the Subdivision Property which are served thereby. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Subdivision Property served thereby on an equal basis. The Sub-Association shall have the right to establish a reserve account to implement the purposes of this Supplemental Declaration, and the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment shall be determined by the Board. The Board shall have the right to place all funds collected in an interest-bearing account in an appropriate financial institution. In the event the Sub-Association does not have adequate funds to pay the cost and expenses deemed by the Sub-Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

SECTION 6.08 Budgets and Financial Statements. Financial statements for the Sub-Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed at the Sub-Association's annual meeting; and
- (b) The Sub-Association, or its agent, shall cause to be prepared and delivered at the Sub-Association's annual meeting, a balance sheet as of the last day of the Sub-Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Sub-Association for that fiscal year.

SECTION 6.09 Effective Date. Until the creation and organization of the Sub-Association, the Declarant shall have the right to exercise all of the powers of the Sub- Association set forth in this Supplemental Declaration.

ARTICLE VII COMMON AREA

SECTION 7.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (a) **Governing Documents.** The provisions of this Supplemental Declaration, the Master Declaration, the Master Association and its constituent documents, the Sub-Association, Bylaws of the Sub-Association, and other Sub-Association constituent documents, and the rules, regulations and standards promulgated thereunder. Each Owner, using the Common Area, shall comply with the same;
- (b) **Suspension of Rights.** The right of the Sub-Association to suspend the rights to use Common Area (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Sub-Association, and any such rights contained in the Master Declaration by the Master Association; and
- (c) **Dedications.** The right of the Declarant to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes.

SECTION 7.02 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the any Improvements located on a Common Area, and the Subdivision Property, and/or located thereon within the public right(s)-of-way within the Subdivision Property, or any other Improvement, Subdivision Property or facility required by this Supplemental Declaration to be maintained, repaired or replaced by the Sub-Association, is performed by the Sub-Association as a result of the willful

or negligent act or omission of an Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Sub-Association and/or the Sub-Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Supplemental Declaration.

SECTION 7.03 Damage and Destruction. In the case of damage by fire or other casualty to the Common Area, insurance proceeds to compensate for damage and destruction shall be paid to the Master Association, as the case may be, and the Master Association shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04 Condemnation. If at any time any part of the Common Area can be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Master Association. The Master Association shall then use all or a portion of the funds as determined by the Master Association.

ARTICLE VIII ASSESSMENTS

SECTION 8.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Sub-Association and/or Master Association. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.

SECTION 8.02 Regular Assessments. Regular Assessments shall be made by the Sub-Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and for the performance by the Sub-Association of its other duties and responsibilities, including, but not limited to, those under the Master Declaration. 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 Sub-Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, 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). The monthly Regular Assessment shall be set by the Board from time to time.

SECTION 8.03 Special Assessments. In addition to Regular Assessments, the Sub-Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) If not paid by the Master Association, to defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Supplemental Declaration; and/or

- (b) To cure a deficit in the common and ordinary expenses of the Sub-Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Sub-Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Buffer (as defined in the Master Declaration) and a Common Driveway (as defined in the Master Declaration) if such maintenance and repair, completion or removal, is necessary, is necessary to protect the Common Area or any other portion of the Property, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision, as determined by the ACC in its discretion, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the ACC to said Owner. The Sub-Association shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, completion and/or removal, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, completion, and/or removal and the Assessment therefore;
- (b) **Correction of Violations.** In addition to maintenance and repair, the Sub-Association, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Supplemental Declaration or the ACC Rules/ACC 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 and attorneys' fees shall be assessed and collected as set forth in this Supplemental Declaration; and
- (c) **Limited Purpose.** The Sub-Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Sub-Association believes necessary with respect to certain Lots but not an appropriate expense for payment by the Sub-Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05 Commencement of Regular Assessments. Regular Assessments of the Sub-Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner; provided, however, that Lots owned by the Declarant shall not be assessed a Regular Assessment. If the Declarant pays all or any portion of the expenses of the Sub-Association, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Property, or (ii) a loan by the Declarant to the Sub-Association, which loan, without interest, shall be repaid by the Sub-Association to the Declarant from the funds of the Sub-Association which are available to make such repayment.

SECTION 8.06 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Supplemental Declaration, Regular and Special Assessments of the Sub-Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Sub-Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09 Estoppel Certificate. The Sub-Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Sub-Association, a particular Owner is in default under the provisions of this Supplemental Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Sub-Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Sub-Association, written notice of any meeting called for the purpose of levying a Special Assessment or a Limited Assessment shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of sixty percent (60%) of the Owners, who have voting rights in the Sub-Association, either in person or by proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of ten percent (10%) of the Owners who have voting rights in the Sub-Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 9.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE IX **ENFORCEMENT OF ASSESSMENTS**

SECTION 9.01 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Sub-Association and Master Association is vested in the Sub-Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Supplemental Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Subdivision Property pursuant to this Supplemental Declaration, and/or the Master Association, together with interest thereon and all costs of collection which may be paid or incurred by the Sub-Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens (including Mortgages) or claims created subsequent to the recordation of this Supplemental Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto, in which the first Mortgagee has been given and made in good faith and for value, which first Mortgage is of record as an encumbrance against such Lot prior to the recordation of an Assessment claim of lien; and (iii) labor or materialmen's liens, if the same are prior and superior by reason of applicable law. Except as expressly provided in this Section 9.02, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Supplemental Declaration.

All other lien holders acquiring liens on any Lot after recordation of this Supplemental Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Sub-Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

SECTION 9.03 Notice of Assessment Lien. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Sub-Association shall prepare a written Notice of Assessment Lien setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Sub-Association, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Sub-Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Sub-Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Sub-Association any Assessments against the Lot which shall become due during the period of foreclosure. The Sub-Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05 Notice Required. Notwithstanding anything to the contrary contained in this Supplemental Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Sub-Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06 Reporting. The Sub-Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Sub-Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Sub-Association shall be required to notify a Mortgagee as herein provided, the Sub-Association shall assess the Owner who is delinquent an amount for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above, as such amount is determined by the Board from time to time.

SECTION 9.07 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Supplemental Declaration shall not be deemed to be an exclusive remedy and the Sub-Association may pursue all other remedies available at law or in equity.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01 Members of the Committee. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02 Appointment. For so long as Declarant exercises its rights as Declarant, the Declarant shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 10.03 Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 10.07, below.

SECTION 10.04 Non-Liability. Neither the Board, ACC, Declarant, (and in the case of the Owner, the Sub-Association), or any member, partner, officer, employee, agent, successor or assign thereof, shall be liable to the Sub-Association, any Owner or any other person, for any claim, cost, loss, damage or injury arising out of or connected with the performance of the powers, duties and/or responsibilities in this Supplemental Declaration, Master Declaration, Articles, By-Laws, ACC Rules/ACC Standards, or actions and documents reasonably related thereto, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application, and/or determinations related to violations and enforcement of such the above described documents and actions, including, but not limited to the ACC Rules/ACC Standards. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Sub-Association, the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign regarding the above.

SECTION 10.05 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision Property without the prior express written approval of the ACC.

SECTION 10.06 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Supplemental Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC. The ACC may not authorize variances from compliance with the Master Declaration without the additional approval of the Master Association.

If a variance is granted as provided herein, no violation of this Supplemental Declaration, ACC Rules/ACC Standards, or Master Declaration, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Supplemental Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian, Idaho, applicable to the Property.

SECTION 10.07 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Subdivision Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb

cuts, driveways, parking areas and other pertinent information relating to the Improvements;

- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used;
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, including the Street Landscape Buffer, which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways, and which will promote water efficient landscape practices in compliance with applicable ACC Rules/ACC Standards; and
- (d) **Evidence of Cost.** Such evidence of the cost of the Improvements as shall be satisfactory to the ACC to assure compliance with the requirements, if any, of the ACC Rules/ACC Standards.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 10.08 Completion Security Deposit. At the time of the submission of the application under Section 10.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hereafter "Completion Deposit"), as such amount is determined by the ACC from time to time. The Completion Deposit shall be held by the ACC as security for the completion by the Owner of the Improvements on the Lot as approved by the ACC, as required by for the completion of Improvements, including landscaping. If an Owner meets the completion deadlines and requests return of the Completion Deposit in writing within sixty (60) days after such deadlines have passed, the Completion Deposit shall be returned to the Owner without interest. If the Owner fails to complete such Improvements, and/or fails to request return of such Completion Deposits within such designated periods stated above, the ACC shall have the right to: (a) deduct from such Completion Deposit the amount of any penalties, off-sets and costs as set forth in this Supplemental Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Master Association or a third party to complete or remove such Improvements, as the case may be; and (b) deduct the Inspection Fee(s) payable by an Owner to the ACC from the Completion Deposit. Any remaining Completion Deposit shall be forfeited by Owner, and shall be retained for the Sub-Association's and/or the ACC's use for any purpose, free and clear of any interest of the Owner.

SECTION 10.09 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.10 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating the Master Declaration, this Supplemental Declaration or the ACC Rules/ACC Standards or the approved plans and specifications. The ACC may bring a complaint as provided in Article XI.

SECTION 10.11 Inspection Fee(s). The ACC shall have the right to charge an Owner an inspection fee (hereafter "Inspection Fee") as determined by the ACC from time to time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the ACC without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Supplemental Declaration or the ACC Rules/ACC Standards or the approved plans and specifications, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the ACC to an Owner shall be enforceable as a Limited Assessment.

ARTICLE XI ENFORCEMENT

SECTION 11.01 Complaints.

(a) **Master Declaration.** Complaints involving potential violations of the Master Declaration shall be submitted in writing, by an Owner, or the Sub-Association, to the Master Association with a copy to the Board. The Master Association shall have the exclusive jurisdiction to evaluate and resolve such complaints.

(b) **Supplemental Declaration.**

(i) Complaints involving potential violations of this Supplemental Declaration with regard to the ACC Rules/ACC Standards, or with regard to the duties and powers of the ACC and conditions imposed by the ACC, shall be submitted to the ACC; and

(ii) All other complaints shall be in writing and submitted to the Board.

In the event the ACC or Board, as applicable, receives a written complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the ACC or Board determine that there has been a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the violation and shall demand that the Owner conform to either or both of the following directives:

(iii) The Owner shall immediately cease the activity which constitutes a violation; and

(iv) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC or Board determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 11.02 Hearing. An Owner served with a written notice of a violation by the Board, ACC or a Complainant shall have the right to request and be heard at a hearing in front of the ACC or Board, as determined appropriate by the Board, for the purpose of presenting facts and information. Such hearing must be requested by such party within ten (10) days from the date the written notice of any decision by the Board or ACC, or the date of written notice of violation by the Board or ACC, is mailed to the Owner (and Complainant) as evidenced by the records of the Board or ACC. The hearing shall be held within ten (10) days following receipt by the Board of the request for a hearing, unless the Board shall extend said period of time because of the unavailability of the Board, as applicable. A hearing may be continued by the ACC or Board for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC or Board shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC or Board with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC or Board incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC or Board and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.13, below.

SECTION 11.03 Appeal of Decisions. All Board decisions are final, unless upon written request by an Owner, Complainant, or ACC, the Board agrees to reconsider the matter in its sole discretion. An ACC decision may be appealed to the Board on a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.02 above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Board.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Board shall be considered final and not subject to further appeal.

At the hearing the Owner, and Complainant, if any, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner and the Complainant, if any, shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner and the Complainant, if any, will have the opportunity to present final argument

consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner and the Complainant, if any, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the prior decision of the Board, in which event such costs shall be paid by the Master Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as a Limited Assessment.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

Notwithstanding anything to the contrary herein, any informal decisions, actions, or investigations by the ACC and/or the Board on a verbal complaint shall be within the sole discretion of the ACC and/or Board, and such decisions, action or investigations shall not waive any and all processes provided herein, or supersede any requirements for a written complaint herein.

SECTION 11.04 Enforcement. The Board shall be authorized on behalf and in the name of the Sub-Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Supplemental Declaration.

The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the Board shall have the sole discretion to commence such proceedings.

The authority of the Board as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Sub-Association.

In the event the Sub-Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Sub-Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Sub-Association within five (5) days after written demand therefor is mailed to the Owner, the Sub-Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 11.05 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be

proximately caused by the deviation or violation or the costs and expenses incurred by the Sub-Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The Board may enforce the same as a Limited Assessment.

SECTION 11.06 Non-Exclusive Remedy. The right of the Sub-Association to levy a Limited Assessment shall not be deemed to be an exclusive remedy of the Sub-Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 11.07 Private Rights. The Sub-Association shall not mediate or litigate a "private dispute" between Owners. As used herein, a "private dispute" shall mean a dispute to which either of the following apply: (i) the Sub-Association has determined that there is no violation of this Supplemental Declaration, or other Project Documents, either formally or informally, verbally or in writing; and/or (ii) in the sole discretion of the Board, the Board determines that the neither the interests of the Sub-Association or a substantial number of the Owners would be benefitted by the Board and/or the Sub-Association's mediation and/or litigation of such dispute.

ARTICLE XII ANNEXATION

SECTION 12.01 Annexation. Upon a recorded annexation in compliance with the Master Declaration, additional real Property may be annexed into the Subdivision Property and brought within the provisions of this Supplemental Declaration by the Declarant, at any time, without the approval of any Owner or the Sub-Association. To annex additional real property to the Subdivision as provided herein, the Declarant shall record an amendment to this Supplemental Declaration, which amendment must be approved in writing as described in the Master Declaration, and which shall specify the annexation of the additional real property to the Subdivision and which may supplement this Supplemental Declaration with additional, amended or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed real property such covenants as are contained in this Supplemental Declaration which the Declarant deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions comply with the Master Declaration and obtain approval as required therein. Upon such annexation, the Owners of the Lots within the annexed real property shall become Members of the Sub-Association with all rights, privileges and obligations as all other Members as provided in this Supplemental Declaration. The amendment of this Supplemental Declaration as authorized by this Section, to annex additional real property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 13.02 of this Supplemental Declaration.

SECTION 12.02 De-Annexation. Upon a recorded de-annexation in compliance with the Master Declaration, the Declarant shall be required to delete all or a portion of the real property from the coverage of this Supplemental Declaration and the jurisdiction of the Sub-Association, so long as the Declarant is the Owner of all of the Subdivision Property to be de-annexed and, provided further, that an appropriate amendment to this Supplemental Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.01 Term. This Supplemental Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2040, unless amended as hereafter provided. After December 31, 2040, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Supplemental Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 13.02 Amendment. Notwithstanding anything to the contrary herein, all amendments and/or supplements to this Supplemental Declaration must comply at all times with the Master Declaration. This Supplemental Declaration may be amended as follows:

- (a) **Approval of Master Association; By Declarant.** Unless otherwise required by the Master Declaration, this Supplemental Declaration may be amended pursuant to this Section 13.02 without the approval of the Master Association, so long as such document is consistent with the Master Declaration, the Master Association, and all documents related thereto. Until Declarant sells all Lots within the Subdivision Property, Declarant may amend this Supplemental Declaration by executing a written amendment and recording it in the records of Ada County, Idaho.
- (b) **By Owners.** Except as otherwise expressly provided this Supplemental Declaration, the provisions of this Supplemental Declaration, other than this Section, may be amended by an instrument in writing, signed by the Class B Member. After the Class A Members become entitled to voting rights, the provisions of this Supplemental Declaration, other than this Section, may be amended by an instrument in writing, approved by at least 50% of the of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Any amendment to this Section 13.02 shall require: (i) the signatures of at least 66.67% of all of the Class B votes held by the Class B Members, as certified by the President and Secretary of the Sub-Association, and any the vote of the Class B Members, or (ii) after the Class A Members become entitled to voting rights, approval by 66.67% of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Sub-Association. Amendments complying with this Section 13.02 shall be effective upon recordation with the Ada County Recorder.
- (c) **By Necessity.** Declarant shall have the exclusive right, power and authority to amend this Supplemental Declaration, or any of the Subdivision Property documents, at any time and at its sole discretion, if such amendment is: (i) necessary to bring any provision into compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Property; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

SECTION 13.03 Books and Records. All accounting and financial books and records, and meeting minutes of the Board and Sub-Association, and any other records determined by the Board in its sole discretion, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Sub- Association, or at such other place and time as the Board shall prescribe. Neither the Board nor the ACC shall be required to release any records regarding enforcement activities, but may do so in its sole discretion.

SECTION 13.04 Non-Waiver. The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Supplemental Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 13.05 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Supplemental Declaration and agrees to be bound by the same.

SECTION 13.06 Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Sub-Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Sub-Association or prior thereto during the period the Declarant is exercising the powers of the Sub-Association.

SECTION 13.07 Notices. Any notice permitted or required to be delivered as provided in this Supplemental Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 13.08 Interpretation. The provisions of this Supplemental Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 13.09 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 13.10 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

SECTION 13.11 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 13.12 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Supplemental Declaration, the Declarant, the Master Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Supplemental Declaration or provided by law.

SECTION 13.13 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Supplemental Declaration shall entitle any Owner to terminate this Supplemental Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Supplemental Declaration. Any breach of this Supplemental Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Supplemental Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 13.14 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Supplemental Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 13.15 Force Majeure. The period of time provided in this Supplemental Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

[END OF TEXT]

IN WITNESS WHEREOF the Declarant has executed this Supplemental Declaration effective as of October 19, 2010.

DECLARANT:

SWG BRIGHTON LLC, an
Idaho limited liability company

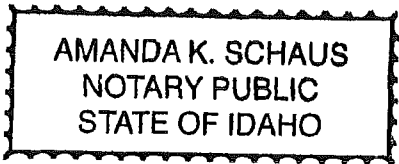
By: Brighton Corporation,
an Idaho corporation, Manager

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 15th day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of Brighton Corporation, an Idaho corporation, the Manager of SWG BRIGHTON LLC, an Idaho limited liability company, the corporation that executed the foregoing instrument on behalf of such limited liability company, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same in said limited liability company's name.

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



A. Schaus
Notary Public for Idaho *BSL*
My Commission Expires: *1.24.17*

EXHIBIT A

DESCRIPTION OF SUBDIVISION PROPERTY

**JAYKER SUBDIVISION
ORCHARD & GROVE
LOTS DESCRIPTION - BUILDABLE**

Parcels of land being a portion of Jayker Subdivision – Phase 1, as same is shown on the Plat thereof recorded in Book 101 of Plats at Page 13341 of Ada County Records, located in Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Block 2: Lots 2 thru 22

Block 4: Lots 2 thru 4

Block 5: Lots 1 thru 3

Block 6: Lots 1 thru 3

Block 7: Lot 1

Block 8: Lots 2 thru 24

Block 15: Lots 2 thru 15

Block 16: Lots 2 thru 32

END

**JAYKER SUBDIVISION
ORCHARD & GROVE
LOTS DESCRIPTION - COMMON AREA**

Parcels of land being a portion of Jayker Subdivision – Phase 1, as same is shown on the Plat thereof recorded in Book 101 of Plats at Page 13341 of Ada County Records, located in Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Block 2: Lot 1

Block 3: Lot 1

Block 4: Lot 1

Block 8: Lot 1

Block 9: Lot 1

Block 10: Lot 1

Block 15: Lot 1

Block 16: Lots 1 and 33

Block 17: Lot 1

END

**SECOND AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between SWG BRIGHTON LLC, an Idaho limited liability company, and SPURWING GREENS LLC, an Idaho limited liability company (collectively "Declarant") and is effective the 21st day of JULY, 2011 ("Effective Date").

Recitals

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho (collectively "Master Declaration").

B. Pursuant to Section 12.02 of the Master Declaration, the Declarant may amend the Master Declaration by executing and recording an amendment in the records of Ada County, Idaho.

Amendment

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. Pressurized Irrigation System. Section 6.06(a) of the Master Declaration is hereby amended by adding the following as the new first sentence:

"The Master Association shall operate, maintain, repair and replace the pressurized irrigation system serving the Common Area."

2. Storm Water Drainage. Section 5.26 of the Master Declaration is hereby deleted in its entirety, and is replaced by the following new Section 5.26:

"SECTION 5.26 ACHD Storm Water Drainage System. The following provisions shall govern storm water drainage within the Property:

(a) **Master Easement.** Lot 1, in Blocks 1, 2, 8, 9, 11, 15, 18 and 20, and Lot 12, Block 12 of Jayker Subdivision, Phase 1 are servient and contain the Ada County Highway District ("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, and that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259, official

records of Ada County, and incorporated herein by this reference as 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. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

(b) Established Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable architectural committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the applicable architectural committee and ACHD, which may include drainage from Common Area over any Lot in the Property.

(c) Maintenance. The storm water drainage system shall be maintained according to the Jayker Subdivision Storm Water Operation and Maintenance Manual published March 4, 2008, and revised March 11, 2008, recorded as Instrument No. 111058313 on July 21, 2011, as it may be amended from time to time. ACHD may: (i) make emergency repairs to the storm drainage system; and (ii) inspect the storm water drainage system for maintenance compliance from time to time. Except for emergency repairs for which ACHD will provide as much notice to the Master Association as practicable, ACHD may correct maintenance deficiencies and assess the reasonable cost of the same against real property within the Property, provided that ACHD gives the Master Association written notice listing the specific maintenance deficiencies and thirty (30) days to cure such deficiencies from receipt of the notice. .

(d) Amendments. This Section 5.26 may not be materially altered or amended without ACHD's consent."

3. Miscellaneous. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF the Declarant has executed this Amendment effective of the day and year first above written.

SWG BRIGHTON LLC, an
Idaho limited liability company

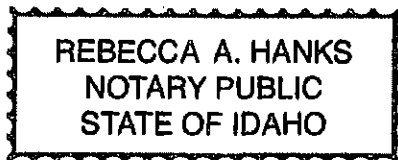
By: Brighton Corporation, Manager

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 18th day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of Brighton Corporation, the Manager of SWG BRIGHTON LLC, an Idaho limited liability company, the person that executed the foregoing instrument on behalf of said corporation in such limited liability company's name, and acknowledged to me that such 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.



Rebecca A. Hanks
Notary Public for Idaho
My Commission Expires: 10.6.2011

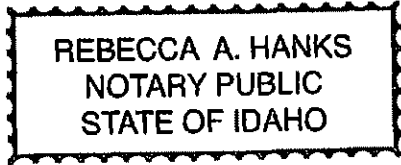
SPURWING GREENS LLC, an
Idaho limited liability company

By: CL Anderson
Name: Christopher L. Anderson
Its: Partner

STATE OF IDAHO)
) ss:
County of Ada)

On this 20th day of July, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be the Partner of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



Rebecca A. Hanks
Notary Public for Idaho
My Commission Expires: 10.6.2011

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 11/21/11 04:00 PM
DEPUTY Randy Jennings
RECORDED - REQUEST OF
Eberle Berlin

AMOUNT 121.00 38



111095201

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE ESTATES AT SPURWING GREENS
SUBDIVISION

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE ESTATES AT SPURWING GREENS**

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**NOTICE TO POTENTIAL
BUYERS AND OWNERS**

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENTS DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE SUBDIVISION OWNERS AND RESIDENTS.

THE DECLARANT (AS DEFINED HEREIN) EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. THE SUB-ASSOCIATION (AS DEFINED HEREIN) HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE EXPENDITURES BY THE SUB-ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT WITHIN THE SUBDIVISION. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER, INCLUDING, BUT NOT LIMITED TO THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE SUBDIVISION, SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS SUPPLEMENTAL DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY THE DECLARANT SHALL CONTROL.

ARTICLE I
RECITALS

WHEREAS, Declarant and SWG Brighton, LLC have recorded that certain Master Declaration governing certain Property in Ada County, Idaho;

WHEREAS, real property described on Exhibit A attached hereto and incorporated herein by reference, is a portion of the Property, as defined in the Master Declaration, and is the subject of this Supplemental Declaration (the "Subdivision Property");

WHEREAS, the Declarant has created this Supplemental Declaration and the Sub-Association to govern the Subdivision Property, pursuant to the terms of the Master Declaration;

WHEREAS, the Declarant has the authority to record this Supplemental Declaration pursuant to the Master Declaration;

WHEREAS, the Declarant desires to subject the Subdivision Property to certain covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes, supplementing the Master Declaration, herein set forth to accomplish the following: (i) comply with the Master Declaration; (ii) insure the enhancement and preservation of Subdivision Property values, (iii) provide for the proper design, development, improvement and use of the Subdivision Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Subdivision Property, and (iv) create a residential development of high quality;

WHEREAS, as additional land owned by the Declarant adjacent to the Subdivision Property is platted and developed for uses similar to that of the Subdivision Property, upon approval pursuant to the Master Declaration and this Supplemental Declaration, such may become subject to the terms of this Supplemental Declaration by the annexation of the same as provided herein;

WHEREAS, the Declarant may, from time to time, promulgate further conditions, covenants, restrictions and easements relating to particular tracts or parcels of real Subdivision Property within the Property, which may supplement and/or amend this Supplemental Declaration; and

WHEREAS, to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Subdivision Property and the Sub-Association until such time as the Owners take over the management functions of the Sub-Association as provided in this Supplemental Declaration.

All capitalized terms used in this Supplemental Declaration shall have the same meanings as in Article III, Definitions, unless otherwise specified herein.

ARTICLE II
DECLARATION

The Declarant hereby declares that the Subdivision Property and each Lot (as defined herein) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to

the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Subdivision Property or any Lot therein; shall inure to the benefit of every Lot in the Subdivision Property and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant by and any Owner, or by the Sub-Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Supplemental Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Subdivision Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Supplemental Declaration may be granted by the ACC (as defined herein) provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City of Meridian, Idaho, applicable to the Subdivision Property. Any such waiver need not be recorded and shall not constitute an amendment of this Supplemental Declaration.

In the event of a conflict between the provisions of this Supplemental Declaration and the Master Declaration, or any Master Association documents, the Master Declaration and the Master Association documents shall control.

ARTICLE III **DEFINITIONS**

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

ACC: The committee created by the Sub-Association which works on behalf of the Sub-Association to manage the architectural, building, landscape and other plans for Lots located in the Subdivision.

ACC Rules/ACC Standards: Such rules or standards created by the Sub-Association through its ACC.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Subdivision Property are made subject to this Supplemental Declaration.

Assessment: A payment required of an Owner of a Lot, including Regular, Special, Limited Assessments, as provided in this Supplemental Declaration, including, but not

limited to, a payment of any kind or nature required by the Master Association.

Board or Board of Directors: The duly elected and qualified Board of Directors of the Sub-Association.

Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such 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, whether complete, substantially complete or partially complete.

Bylaws: The Bylaws of the Sub-Association, including any amendments thereto duly adopted.

Common Area: All real and personal property, including fee simple, easements (including, but not limited to, landscape easements), licenses, leases, or any other real property which constitute the following: (i) is owned by the Sub-Association and designated as "Common Area", and (ii) which is located within the Subdivision Property.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Subdivision Property, or any additional Subdivision Property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Declarant: Spurwing Greens, LLC, an Idaho limited liability company ("Spurwing"), for as long as Spurwing, or any entity with at least one principal in common with Spurwing, owns any portion of the Property. Spurwing may at any time convey, assign and transfer its rights as "Declarant" in this Supplemental Declaration to another entity which owns any portion of the Subdivision Property, so long as Spurwing records a document evidencing such conveyance, assignment and transfer of its rights as Declarant to such entity(ies) in the records of Ada County, Idaho. A transferee of Spurwing's rights as described herein may also transfer its rights as described herein.

Improvements: All structures and appurtenances to real property, of all kinds and types, including, whether complete, substantially complete or partially complete, including, but not limited to, Buildings, pedestrian pathways, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, pools, restroom facilities, changing rooms, community center, clubhouse, tennis courts, attached play structures, attached benches, irrigation facilities, storm drainage facilities, sprinklers, and/or lighting, if any. Improvements shall not include those items which are located entirely within the interior of a Building and cannot be readily observed when outside thereof, except for in the case of Common Area owned and/or maintained by the Master Association, or a Sub-Association.

Initial Construction: The physical movement of any soil on a Lot with the intent of constructing Improvements on such Lot.

Limited Assessment: An Assessment levied by the Sub-Association upon one or more Lots, but not upon all Lots within the Subdivision Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Sub-Association to correct a condition prohibited or to cure an Owner's breach hereunder, or as may be otherwise be assessed by the Master Association pursuant to the Master Declaration.

Lot: A portion of the Subdivision Property which is a legally described tract or parcel of land within the Property, or which is designated as a Lot in a Plat, including any improvements located on such tract or parcel of land.

Master Association: Spurwing Master Association, Inc., the Idaho non-profit corporation organized by the Declarant and SWG Brighton, LLC, comprised of Members consisting of Sub-Associations created through Supplemental Declarations, and which exists for the purpose of providing self-government for the Property, and its committees or other sub-associations, if any.

Master Declaration: That certain Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens, dated October 19, 2010, recorded as Instrument No. 110098311 on October 19, 2010, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens dated October 19, 2010, recorded as Instrument No. 110098312 on October 19, 2010, and that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens dated July 21, 2011, recorded as Instrument No. 111058314, on July 21, 2011, and that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens dated October 28, 2011, recorded as Instrument No. 111087598, on October 28, 2011, and that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens dated November 7, 2011, recorded as Instrument No. 111091515, on November 9, 2011, all in the records of Ada County, Idaho, as it may be further amended and/or supplemented from time to time, and including any Master Association governing documents, sub-associations, committees, rules, and/or regulations as they may be created, amended and/or supplemented from time to time.

Supplemental Declaration: This instrument as it may be amended and/or supplemented from time to time.

Member: Any person(s) who is an Owner of a Lot within the Subdivision Property is a Member of the Sub-Association, unless otherwise provided by applicable law.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within the Subdivision Property. The obligations of Owner in this Supplemental Declaration run with the Subdivision Property and are also personal to the Owner as the Owner of a Lot.

Subdivision(s): A platted area within the Subdivision Property, as it is governed by this Supplemental Declaration, as such area may be amended, annexed, modified or supplemented from time to time.

Plat: A final subdivision plat covering a portion of the Subdivision Property, and any future real property annexed into the Subdivision Property pursuant to this Supplemental Declaration from time to time, all as recorded in the office of the County Recorder, Ada County, Idaho, and all as the same may be adjusted and/or amended from time by duly recorded amendments thereto.

Property: The real property and any and all other appurtenances described in the Master Declaration, as may be adjusted from time to time.

Regular Assessment: An assessment levied by the Sub-Association against Owners and/or Lots to provide funds to pay the ordinary estimated expenses of the Sub-Association, including, but not limited to, expenses relating to the Common Area, or as otherwise may be assessed by the Master Association pursuant to the Master Declaration.

Special Assessment: An assessment levied by the Sub-Association Association other than a Regular or Limited Assessment, or as may otherwise be assessed by the Master Association pursuant to the Master Declaration.

Sub-Association: The Estates at Spurwing Greens Sub-Association, Inc., an Idaho non-profit corporation, organized by Spurwing for the purpose of implementing the requirements of the Master Declaration, and this Supplemental Declaration, and the Sub-Association's respective committees.

Subdivision Property: The whole of the Subdivision Property described in the recitals above (and Exhibit A), and any additional land annexed thereto pursuant to Article XII, below.

Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration.

ARTICLE IV **PURPOSE**

In addition to the Master Declaration, the Subdivision Property is hereby made subject to the covenants and restrictions contained in this Supplemental Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Subdivision Property to fulfill the Project Objectives, as defined in the Master Declaration.

ARTICLE V **PERMITTED USES AND PERFORMANCE STANDARDS**

SECTION 5.01 Use. Lots shall only be used for any purposes not restricted by the Master Declaration. In the event the Master Declaration provides for Sub-Association decisions, determinations, approvals

regarding various issues, the Board or the ACC created herein shall provide the same, including, but not limited to, ACC Rules/Standards.

SECTION 5.02 Adoption of ACC Rules/ACC Standards. The Declarant, or in the event of the Declarant's failure to do so, the Sub-Association Board and ACC, shall have the power to create ACC Rules/ACC Standards relating to the design, planning, construction, alteration, modification, removal or destruction of Improvements within the Subdivision Property deemed necessary or desirable by the Declarant, or the governing ACC, as the case may be, to carry out the purposes of the Master Declaration and this Supplemental Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of the Master Declaration and this Supplemental Declaration.

SECTION 5.03 Exemption of Declarant. Subject to the Master Declaration, nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Subdivision Property, and/or effectuate lot line adjustments and/or surveys, or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Subdivision Property owned or controlled by the Declarant, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of Development of the Subdivision Property. This Supplemental Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain ACC approval of any Improvements constructed or placed within the Subdivision Property by the Declarant in connection with the Development of the Property. The Declarant shall be entitled to the non-exclusive use, without charge, of any Common Area within the Subdivision Property in connection with the marketing of the Lots therein. In addition, the Declarant shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Common Areas on and the Lot(s) owned by the Declarant for such a period of time as is reasonably deemed by the Declarant to be necessary.

ARTICLE VI
THE ESTATES AT SPURWING GREENS SUB-ASSOCIATION, INC.

SECTION 6.01 Organization of Sub-Association. The Estates at Spurwing Greens Sub-Association, Inc. shall be organized by the Declarant as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Supplemental Declaration. Neither said Articles nor said Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Supplemental Declaration or the Master Declaration.

SECTION 6.02 Members. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner, and for so long as such ownership of a Lot is maintained, shall be a Member of its governing Sub-Association. No Owner shall have more than one membership in the Sub-Association, but shall have such voting rights as hereafter set forth. A membership in the Sub-Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Sub-Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Sub-Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the

transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Sub-Association.

SECTION 6.03 Classes of Membership. The Sub-Association shall have two (2) classes of membership:

CLASS A. "Class A Members" shall be the Members of the Sub-Association which are all Owners of Lots within the Subdivision, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Sub-Association until such time as voting rights of the Class B Member expires, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but 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 owned by a Class A Member(s).

CLASS B. "Class B Members" shall be the Declarant, and any person or entity to whom Declarant has specifically granted such Class B Member voting rights in a writing recorded in the records of Ada County, Idaho. If Declarant has not granted such Class B voting rights in such a recorded writing, the Owner of a Lot shall be a Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Declarant (including any transferee who becomes Declarant) is no longer Declarant under this Supplemental Declaration.

SECTION 6.04 Board of Directors and Officers. The affairs of the Sub-Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time.

SECTION 6.05 Powers of Sub-Association. The Sub-Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in this Supplemental Declaration, the Master Declaration, Articles, and/or the Bylaws. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Supplemental Declaration, the Master Declaration, Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Sub-Association and other responsibilities set forth in this Supplemental Declaration and the Master Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Supplemental Declaration;
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Master Declaration, Master Association documents, Supplemental Declaration, Sub-Association documents, or ACC Rules/ACC Standards, and to enforce by mandatory injunction or

otherwise, all provisions thereof;

- (c) **Creation of Committees and Delegation of Powers.** The authority to create, and delegate its power and duties to, committees that it creates, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable, and to create sub-associations;
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Sub-Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Sub-Association, the Board, its officer, a manager or any other representative or employee of the Sub-Association, or the ACC;
- (e) **Sub-Association Rules.** The powers to adopt, amend, and repeal such rules and regulations as the Sub-Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other Subdivision Property owned or controlled by the Sub-Association; provided, however, Sub-Association rules shall not discriminate among Owners and shall not be inconsistent with this Supplemental Declaration, the Master Declaration, Articles, and/or Bylaws this Supplemental Declaration. A copy of Sub-Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Sub-Association rules shall have the same force and effect as if they were set forth in and were part of this Supplemental Declaration. In the event of any conflict between a Sub-Association rule or any provision of the Articles, Bylaws or this Supplemental Declaration, the conflicting provisions of the Sub-Association rules shall be deemed superseded to the extent of any such inconsistency;
- (f) **Emergency Powers.** The Sub-Association, or any person authorized by the Sub- Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or Subdivision Property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Master Association unless said entry was necessitated by a condition caused by the Owner or Occupant;
- (g) **Licenses.** The power to grant and convey to any revocable third party licenses on, through, under or of the Common Area and/or the Subdivision Property, and/or service contracts, as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners; and
- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Sub-Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06 Duties of Sub-Association. In addition to the powers delegated to it by this Supplemental Declaration, the Master Declaration, Master Association, Articles, and Bylaws, without limiting the generality thereof, the Sub-Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following

duties, as required and/or delegated by the Master Association, and/or additionally desired by the Sub-Association:

- (a) **Operation and Maintenance of Common Area.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Area, including the repair and replacement of Subdivision Property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant, and the maintenance, management, repair or replacement all other Common Area, at or above the standards required in the Master Declaration, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Subdivision Property, whether recorded or unrecorded;
- (b) **Taxes and Assessments.** Pay all real and personal Subdivision Property taxes and assessments applicable solely to the Sub-Association, if any. The Sub-Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Sub-Association in the event that the Sub-Association is denied the status of a tax exempt corporation;
- (c) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Comprehensive public liability insurance insuring the Sub-Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area under the control and/or maintained by the Sub-Association. The limits of liability of such coverage shall be as determined by the Board of Directors;
 - (ii) If elected by the Board, full coverage directors and officer's liability insurance in an amount determined by the Board;
 - (iii) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Sub-Association's functions or to insure the Sub-Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Sub-Association funds or other property;
 - (iv) The Sub-Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith; and
 - (v) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Sub-Association.

- (d) **Administration Fees - Costs.** Pay to the Declarant, so long as the Declarant manages the Sub-Association, all actual out-of-pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Sub-Association plus an administrative fee equal to current market fees as are typically charged for such management and administration for similar properties in Meridian, Idaho, and which administrative fee shall be compensation to the Declarant for the services provided to the Sub-Association;
- (e) **Rule Making.** Make, establish, create, amend and repeal Sub-Association rules;
- (f) **Architectural Control Committee.** Appoint and remove members of the ACC, all subject to the provisions of this Supplemental Declaration;
- (g) **Enforcement of Restrictions and Rules.** Perform such other reasonable acts, whether or not expressly authorized by this Supplemental Declaration, to enforce any of the provisions of this Supplemental Declaration and the Sub-Association rules for which enforcement is desirable as determined by the Sub-Association; and
- (h) **Master Declaration/Master Association.** Uphold the provisions of the Master Declaration with respect to the Subdivision Property, including all Owners and all Lots, the Master Association and related documents, pay all Assessments related to the Master Association and Master Declaration, and participate and vote in all meetings of the Master Association. The Sub-Association shall hold appropriate meetings and votes as determined in the Bylaws and other Sub-Association governing documents to determine its vote in any Master Association related matters.

SECTION 6.07 Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Improvements located on a Common Area, and any required Improvements, if any, located thereon within the public right(s)-of-way within the Subdivision Property, or any other Improvement, Subdivision Property or facility required by this Supplemental Declaration and the Master Declaration and this Supplemental Declaration to be maintained, repaired or replaced by the Sub-Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Sub-Association from the funds of the Sub-Association obtained by Regular or Special Assessments against the Lots within the Subdivision Property which are served thereby. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Subdivision Property served thereby on an equal basis. The Sub-Association shall have the right to establish a reserve account to implement the purposes of this Supplemental Declaration, and the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment shall be determined by the Board. The Board shall have the right to place all funds collected in an interest-bearing account in an appropriate financial institution. In the event the Sub-Association does not have adequate funds to pay the cost and expenses deemed by the Sub-Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

SECTION 6.08 Budgets and Financial Statements. Financial statements for the Sub-Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed at the Sub-Association's annual meeting; and

- (b) The Sub-Association, or its agent, shall cause to be prepared and delivered at the Sub-Association's annual meeting, a balance sheet as of the last day of the Sub-Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Sub-Association for that fiscal year.

SECTION 6.09 Effective Date. Until the creation and organization of the Sub-Association, the Declarant shall have the right to exercise all of the powers of the Sub- Association set forth in this Supplemental Declaration.

ARTICLE VII **COMMON AREA**

SECTION 7.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (a) **Governing Documents.** The provisions of this Supplemental Declaration, the Master Declaration, the Master Association and its constituent documents, the Sub-Association, Bylaws of the Sub-Association, and other Sub-Association constituent documents, and the rules, regulations and standards promulgated thereunder. Each Owner using the Common Area shall comply with the same;
- (b) **Suspension of Rights.** The right of the Sub-Association to suspend the rights to use Common Area (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Sub-Association, and any such rights contained in the Master Declaration by the Master Association; and
- (c) **Dedications.** The right of the Declarant to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes.

SECTION 7.02 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the any Improvements located on a Common Area, and the Subdivision Property, and/or located thereon within the public right(s)-of-way within the Subdivision Property, or any other Improvement, Subdivision Property or facility required by this Supplemental Declaration to be maintained, repaired or replaced by the Sub-Association, is performed by the Sub-Association as a result of the willful or negligent act or omission of an Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Sub-Association and/or the Sub-Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Supplemental Declaration.

SECTION 7.03 Damage and Destruction. In the case of damage by fire or other casualty to the Common Area, insurance proceeds to compensate for damage and destruction shall be paid to the Master Association, as the case may be, and the Master Association shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04 Condemnation. If at any time any part of the Common Area can be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Master Association. The Master Association shall then use all or a portion of the funds as determined by the Master Association.

**ARTICLE VIII
ASSESSMENTS**

SECTION 8.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Sub-Association and/or Master Association. All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.

SECTION 8.02 Regular Assessments. Regular Assessments shall be made by the Sub-Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and for the performance by the Sub-Association of its other duties and responsibilities, including, but not limited to, those under the Master Declaration. 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 Sub-Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, 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). The monthly Regular Assessment shall be set by the Board from time to time.

SECTION 8.03 Special Assessments. In addition to Regular Assessments, the Sub-Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) If not paid by the Master Association, to defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Supplemental Declaration; and/or
- (b) To cure a deficit in the common and ordinary expenses of the Sub-Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Sub-Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Buffer (as defined in the Master Declaration) and a Common Driveway (as defined in the Master Declaration) if such maintenance and repair, completion or removal, is necessary, is necessary to protect the Common Area or any other portion of the Property, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision, as determined by the ACC in its discretion, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the ACC to said Owner. The Sub-Association shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, completion and/or removal, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, completion, and/or removal and the Assessment therefore;
- (b) **Correction of Violations.** In addition to maintenance and repair, the Sub-Association, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Supplemental Declaration or the ACC Rules/ACC 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 and attorneys' fees shall be assessed and collected as set forth in this Supplemental Declaration; and
- (c) **Limited Purpose.** The Sub-Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Sub-Association believes necessary with respect to certain Lots but not an appropriate expense for payment by the Sub-Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05 Commencement of Regular Assessments. Regular Assessments of the Sub-Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner; provided, however, that Lots owned by the Declarant shall not be assessed a Regular Assessment. If the Declarant pays all or any portion of the expenses of the Sub-Association, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Declarant within the Property, or (ii) a loan by the Declarant to the Sub-Association, which loan, without interest, shall be repaid by the Sub-Association to the Declarant from the funds of the Sub-Association which are available to make such repayment.

SECTION 8.06 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Supplemental Declaration, Regular and Special Assessments of the Sub-Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days

after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Sub-Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09 Estoppel Certificate. The Sub-Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Sub-Association, a particular Owner is in default under the provisions of this Supplemental Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Sub-Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Sub-Association, written notice of any meeting called for the purpose of levying a Special Assessment or a Limited Assessment shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of sixty percent (60%) of the Owners, who have voting rights in the Sub-Association, either in person or by proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of ten percent (10%) of the Owners who have voting rights in the Sub-Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 9.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE IX **ENFORCEMENT OF ASSESSMENTS**

SECTION 9.01 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Sub-Association and Master Association is vested in the Sub-Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Supplemental Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Subdivision Property pursuant to this Supplemental Declaration, and/or the Master Association, together with interest thereon and all costs of collection which may be paid or incurred by the Sub-Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens (including Mortgages) or claims created subsequent to the recordation of this Supplemental Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto, in which the first Mortgagee has been given and made in good faith and for value, which first Mortgage is of record as an encumbrance against such Lot prior to the recordation of an Assessment claim of lien; and (iii) labor or materialmen's liens, if the same are prior and superior by reason of applicable law. Except as expressly provided in this Section 9.02, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Supplemental Declaration.

All other lien holders acquiring liens on any Lot after recordation of this Supplemental Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Sub-Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

SECTION 9.03 Notice of Assessment Lien. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Sub-Association shall prepare a written Notice of Assessment Lien setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Sub-Association, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Sub-Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Sub-Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Sub-Association any Assessments against the Lot which shall become due during the period of foreclosure. The Sub-Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05 Notice Required. Notwithstanding anything to the contrary contained in this Supplemental Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested,

addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Sub-Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06 Reporting. The Sub-Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Sub-Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Sub-Association shall be required to notify a Mortgagee as herein provided, the Sub-Association shall assess the Owner who is delinquent an amount for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above, as such amount is determined by the Board from time to time.

SECTION 9.07 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Supplemental Declaration shall not be deemed to be an exclusive remedy and the Sub-Association may pursue all other remedies available at law or in equity.

ARTICLE X **ARCHITECTURAL CONTROL COMMITTEE**

SECTION 10.01 Members of the Committee. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02 Appointment. For so long as Declarant exercises its rights as Declarant, the Declarant shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and

on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 10.03 Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 10.07, below.

SECTION 10.04 Non-Liability. Neither the Board, ACC, Declarant, (and in the case of the Owner, the Sub-Association), or any member, partner, officer, employee, agent, successor or assign thereof, shall be liable to the Sub-Association, any Owner or any other person, for any claim, cost, loss, damage or injury arising out of or connected with the performance of the powers, duties and/or responsibilities in this Supplemental Declaration, Master Declaration, Articles, By-Laws, ACC Rules/ACC Standards, or actions and documents reasonably related thereto, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application, and/or determinations related to violations and enforcement of such the above described documents and actions, including, but not limited to the ACC Rules/ACC Standards. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Sub-Association, the ACC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assign regarding the above.

SECTION 10.05 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision Property without the prior express written approval of the ACC.

SECTION 10.06 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Supplemental Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC. The ACC may not authorize variances from compliance with the Master Declaration without the additional approval of the Master Association.

If a variance is granted as provided herein, no violation of this Supplemental Declaration, ACC Rules/ACC Standards, or Master Declaration, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Supplemental Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian, Idaho, applicable to the Property.

SECTION 10.07 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Subdivision Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements;
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used;
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, including the Street Landscape Buffer, which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways, and which will promote water efficient landscape practices in compliance with applicable ACC Rules/ACC Standards; and
- (d) **Evidence of Cost.** Such evidence of the cost of the Improvements as shall be satisfactory to the ACC to assure compliance with the requirements, if any, of the ACC Rules/ACC Standards.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 10.08 Completion Security Deposit. At the time of the submission of the application under Section 10.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hereafter "Completion Deposit"), as such amount is determined by the ACC from time to time. The Completion Deposit shall be held by the ACC as security for the completion by the Owner of the Improvements on the Lot as approved by the ACC, as required by for the completion of Improvements, including landscaping. If an Owner meets the completion deadlines and requests return of the Completion Deposit in writing within sixty (60) days after such deadlines have passed, the Completion Deposit shall be returned to the Owner without interest. If the Owner fails to complete such Improvements, and/or fails to request return of such Completion Deposits within such designated periods stated above, the ACC shall have the right to: (a)

deduct from such Completion Deposit the amount of any penalties, off-sets and costs as set forth in this Supplemental Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Master Association or a third party to complete or remove such Improvements, as the case may be; and (b) deduct the Inspection Fee(s) payable by an Owner to the ACC from the Completion Deposit. Any remaining Completion Deposit shall be forfeited by Owner, and shall be retained for the Sub-Association's and/or the ACC's use for any purpose, free and clear of any interest of the Owner.

SECTION 10.09 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.10 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating the Master Declaration, this Supplemental Declaration or the ACC Rules/ACC Standards or the approved plans and specifications. The ACC may bring a complaint as provided in Article XI.

SECTION 10.11 Inspection Fee(s). The ACC shall have the right to charge an Owner an inspection fee (hereafter "Inspection Fee") as determined by the ACC from time to time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the ACC without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Supplemental Declaration or the ACC Rules/ACC Standards or the approved plans and specifications, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the ACC to an Owner shall be enforceable as a Limited Assessment.

ARTICLE XI ENFORCEMENT

SECTION 11.01 Complaints.

(a) **Master Declaration.** Complaints involving potential violations of the Master Declaration shall be submitted in writing, by an Owner, or the Sub-Association, to the Master Association with a copy to

the Board. The Master Association shall have the exclusive jurisdiction to evaluate and resolve such complaints.

(b) **Supplemental Declaration.**

(i) Complaints involving potential violations of this Supplemental Declaration with regard to the ACC Rules/ACC Standards, or with regard to the duties and powers of the ACC and conditions imposed by the ACC, shall be submitted to the ACC; and

(ii) All other complaints shall be in writing and submitted to the Board.

In the event the ACC or Board, as applicable, receives a written complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the ACC or Board determine that there has been a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the violation and shall demand that the Owner conform to either or both of the following directives:

(iii) The Owner shall immediately cease the activity which constitutes a violation; and

(iv) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC or Board determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 11.02 Hearing. An Owner served with a written notice of a violation by the Board, ACC or a Complainant shall have the right to request and be heard at a hearing in front of the ACC or Board, as determined appropriate by the Board, for the purpose of presenting facts and information. Such hearing must be requested by such party within ten (10) days from the date the written notice of any decision by the Board or ACC, or the date of written notice of violation by the Board or ACC, is mailed to the Owner (and Complainant) as evidenced by the records of the Board or ACC. The hearing shall be held within ten (10) days following receipt by the Board of the request for a hearing, unless the Board shall extend said period of time because of the unavailability of the Board, as applicable. A hearing may be continued by the ACC or Board for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC or Board shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC or Board with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC or Board incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC or Board and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.13, below.

SECTION 11.03 Appeal of Decisions. All Board decisions are final, unless upon written request by an Owner, Complainant, or ACC, the Board agrees to reconsider the matter in its sole discretion. An ACC decision may be appealed to the Board on a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.02 above, provided, however, that neither an

Owner nor a Complainant shall be entitled to such an appeal with respect to violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Board.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Board shall be considered final and not subject to further appeal.

At the hearing the Owner, and Complainant, if any, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner and the Complainant, if any, shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner and the Complainant, if any, will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner and the Complainant, if any, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the prior decision of the Board, in which event such costs shall be paid by the Master Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as a Limited Assessment.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

Notwithstanding anything to the contrary herein, any informal decisions, actions, or investigations by the ACC and/or the Board on a verbal complaint shall be within the sole discretion of the ACC and/or Board, and such decisions, action or investigations shall not waive any and all processes provided herein, or supersede any requirements for a written complaint herein.

SECTION 11.04 Enforcement. The Board shall be authorized on behalf and in the name of the Sub-Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Supplemental Declaration.

The Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the Board shall have the sole discretion to commence such proceedings.

The authority of the Board as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Sub-Association.

In the event the Sub-Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Sub-Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Sub-Association within five (5) days after written demand therefor is mailed to the Owner, the Sub-Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 11.05 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Sub- Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The Board may enforce the same as a Limited Assessment.

SECTION 11.06 Non-Exclusive Remedy. The right of the Sub-Association to levy a Limited Assessment shall not be deemed to be an exclusive remedy of the Sub-Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 11.07 Private Rights. The Sub-Association shall not mediate or litigate a "private dispute" between Owners. As used herein, a "private dispute" shall mean a dispute to which either of the following apply: (i) the Sub-Association has determined that there is no violation of this Supplemental Declaration,

or other Project Documents, either formally or informally, verbally or in writing; and/or (ii) in the sole discretion of the Board, the Board determines that the neither the interests of the Sub-Association or a substantial number of the Owners would be benefitted by the Board and/or the Sub-Association's mediation and/or litigation of such dispute.

ARTICLE XII **ANNEXATION**

SECTION 12.01 Annexation. Upon a recorded annexation in compliance with the Master Declaration, additional real Property may be annexed into the Subdivision Property and brought within the provisions of this Supplemental Declaration by the Declarant, at any time, without the approval of any Owner or the Sub-Association. To annex additional real property to the Subdivision as provided herein, the Declarant shall record an amendment to this Supplemental Declaration, which amendment must be approved in writing as described in the Master Declaration, and which shall specify the annexation of the additional real property to the Subdivision and which may supplement this Supplemental Declaration with additional, amended or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed real property such covenants as are contained in this Supplemental Declaration which the Declarant deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions comply with the Master Declaration and obtain approval as required therein. Upon such annexation, the Owners of the Lots within the annexed real property shall become Members of the Sub-Association with all rights, privileges and obligations as all other Members as provided in this Supplemental Declaration. The amendment of this Supplemental Declaration as authorized by this Section, to annex additional real property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 13.02 of this Supplemental Declaration.

SECTION 12.02 De-Annexation. Upon a recorded de-annexation in compliance with the Master Declaration, the Declarant shall be required to delete all or a portion of the real property from the coverage of this Supplemental Declaration and the jurisdiction of the Sub-Association, so long as the Declarant is the Owner of all of the Subdivision Property to be de-annexed and, provided further, that an appropriate amendment to this Supplemental Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII **MISCELLANEOUS**

SECTION 13.01 Term. This Supplemental Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2040, unless amended as hereafter provided. After December 31, 2040, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Supplemental Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 13.02 Amendment. Notwithstanding anything to the contrary herein, all amendments and/or supplements to this Supplemental Declaration must comply at all times with the Master Declaration. This Supplemental Declaration may be amended as follows:

- (a) **Approval of Master Association; By Declarant.** Unless otherwise required by the Master Declaration, this Supplemental Declaration may be amended pursuant to this Section 13.02 without the approval of the Master Association, so long as such document is consistent with the Master Declaration, the Master Association, and all documents related thereto. Until Declarant sells all Lots within the Subdivision Property, Declarant may amend this Supplemental Declaration by executing a written amendment and recording it in the records of Ada County, Idaho.
- (b) **By Owners.** Except as otherwise expressly provided this Supplemental Declaration, the provisions of this Supplemental Declaration, other than this Section, may be amended by an instrument in writing, signed by the Class B Member. After the Class A Members become entitled to voting rights, the provisions of this Supplemental Declaration, other than this Section, may be amended by an instrument in writing, approved by at least 50% of the of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Any amendment to this Section 13.02 shall require: (i) the signatures of at least 66.67% of all of the Class B votes held by the Class B Members, as certified by the President and Secretary of the Sub-Association, and any the vote of the Class B Members, or (ii) after the Class A Members become entitled to voting rights, approval by 66.67% of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Sub-Association. Amendments complying with this Section 13.02 shall be effective upon recordation with the Ada County Recorder.
- (c) **By Necessity.** Declarant shall have the exclusive right, power and authority to amend this Supplemental Declaration, or any of the Subdivision Property documents, at any time and at its sole discretion, if such amendment is: (i) necessary to bring any provision into compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Property; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

SECTION 13.03 Books and Records. All accounting and financial books and records, and meeting minutes of the Board and Sub-Association, and any other records determined by the Board in its sole discretion, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Sub- Association, or at such other place and time as the Board shall prescribe. Neither the Board nor the ACC shall be required to release any records regarding enforcement activities, but may do so in its sole discretion.

SECTION 13.04 Non-Waiver. The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements

or other provisions of this Supplemental Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 13.05 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Supplemental Declaration and agrees to be bound by the same.

SECTION 13.06 Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Sub-Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Sub-Association or prior thereto during the period the Declarant is exercising the powers of the Sub-Association.

SECTION 13.07 Notices. Any notice permitted or required to be delivered as provided in this Supplemental Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 13.08 Interpretation. The provisions of this Supplemental Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 13.09 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 13.10 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

SECTION 13.11 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 13.12 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Supplemental Declaration, the Declarant, the Master Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Supplemental Declaration or provided by law.

SECTION 13.13 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Supplemental Declaration shall entitle any Owner to terminate this Supplemental Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Supplemental Declaration. Any breach of this Supplemental Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Supplemental Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 13.14 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Supplemental Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 13.15 Force Majeure. The period of time provided in this Supplemental Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

[END OF TEXT]

EXHIBIT A

DESCRIPTION OF SUBDIVISION PROPERTY

Parcels of land being a portion of JAYKER SUBDIVISION – PHASE 1, according to the official plat thereof recorded on August 29, 2008, in Book 101 of Plats at pages 13341 through 13352, as Instrument No. 108098133, records of Ada County, Idaho, located in Section 22, Township 4 North, Range 1 West, B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 12; Lots 1, 2, 3 and 4 in Block 13; Lot 1 in Block 14; Lot 1 in Block 18; Lot 1 in Block 19; and

Parcels of land being a portion of JAYKER SUBDIVISION – PHASE 1, according to the official plat thereof recorded on August 29, 2008, in Book 101 of Plats at pages 13341 through 13352, as Instrument No. 108098133, records of Ada County, Idaho, located in Section 22, Township 4 North, Range 1 West, B.M., Meridian, Ada County, Idaho, more particularly described as follows:


Lots 1A, 1B, 1C, 2, 3, 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17, 18, 19A, 19B, 20, 21, 22, 23, 24 and 25 in Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A and 16B in Block 12; Lots 1, 2, 3 and 4 in Block 13; Lot 1 in Block 14; Lot 1 in Block 18; Lot 1 in Block 19; and

Lots 1 and 2 in Block 1, and Lots 1 and 2 in Block 2 SPURWING GREENS SUBDIVISION, according to the official plat thereof recorded on August 15, 2011, as Instrument No. 111065808, in Book 103 of Plats at pages 13970 through 13971, records of Ada County, Idaho located in Section 22, Township 4 North, Range 1 West, B.M., Meridian, Ada County, Idaho.

IN WITNESS WHEREOF the Declarant has executed this Supplemental Declaration effective as of Nov. 17, 2011.

DECLARANT:

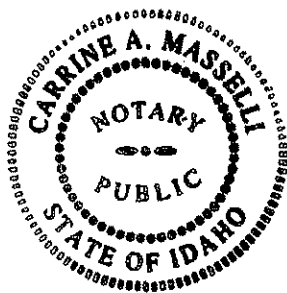
SPURWING GREENS, LLC, an
Idaho limited liability company

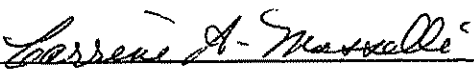
By: 
Christopher L. Anderson
Its: Managing Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 17th day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER L. ANDERSON, known or identified to me to be the Managing Member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument, and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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
My Commission Expires: 4/1/16

IN WITNESS WHEREOF the Owner of Lot 1 in Block 12 of JAYKER SUBDIVISION – PHASE 1, according to the official plat thereof recorded on August 29, 2008, in Book 101 of Plats at pages 13341 through 13352, as Instrument No. 1081098133, records of Ada County, Idaho, has executed this Supplemental Declaration effective as of Nov 18, 2011.

OWNER:

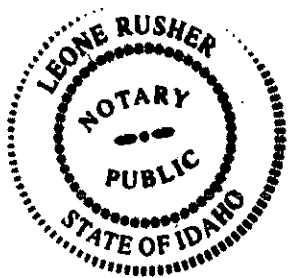
STETSON HOMES, INC., an
Idaho corporation

By: Stanley J. Ray
Stanley J. Ray
Its: President

STATE OF IDAHO)
) ss:
County of Ada)

On this 18 day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared STANLEY J. RAY, known or identified to me to be the President of STETSON HOMES, INC., an Idaho corporation, the corporation that executed the foregoing instrument, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Leone Rusher
Notary Public for Idaho
My Commission Expires: Nov 26, 2016

IN WITNESS WHEREOF the Owner of Lot 2 in Block 12 of JAYKER SUBDIVISION – PHASE 1, according to the official plat thereof recorded on August 29, 2008, in Book 101 of Plats at pages 13341 through 13352, as Instrument No. 1081098133, records of Ada County, Idaho, has executed this Supplemental Declaration effective as of Nov. 18th, 2011.

OWNER:

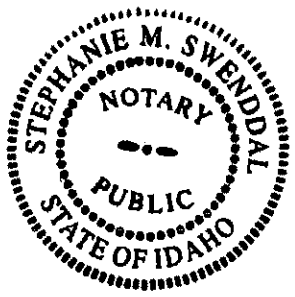
ZACH EVANS CONSTRUCTION, INC., an
Idaho corporation

By: *D. Zachary Evans*
D. Zachary Evans
Its: President

STATE OF IDAHO)
) ss:
County of Ada)

On this 18th day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared D. ZACHARY EVANS, known or identified to me to be the President of ZACH EVANS CONSTRUCTION, INC., an Idaho corporation, the corporation that executed the foregoing instrument, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Stephanie M. Swenddal
Notary Public for Idaho
My Commission Expires: 1/19/17

IN WITNESS WHEREOF the Owner of Lot 25 in Block 11 of JAYKER SUBDIVISION – PHASE 1, according to the official plat thereof recorded on August 29, 2008, in Book 101 of Plats at pages 13341 through 13352, as Instrument No. 1081098133, records of Ada County, Idaho, has executed this Supplemental Declaration effective as of Nov 17, 2011.

OWNER:

BRUNOBUILT, INC., an
Idaho corporation

By: _____

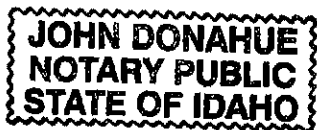
Robert Bruno

Its: President

STATE OF IDAHO)
) ss:
County of Ada)

On this 17th day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT BRUNO, known or identified to me to be the President of BRUNOBUILT, INC., an Idaho corporation, the corporation that executed the foregoing instrument, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho

My Commission Expires: 8/30/2016

IN WITNESS WHEREOF the Owner of Lots 1 and 2 in Block 1, and Lots 1 and 2 in Block 2 SPURWING GREENS SUBDIVISION, according to the official plat thereof recorded on August 15, 2011, as Instrument No. 111065808, in Book 103 of Plats at pages 13970 through 13971, records of Ada County, Idaho, has executed this Supplemental Declaration effective as of Nov. 17, 2011.

OWNER:

LION LAND, LLC, an Idaho limited liability company

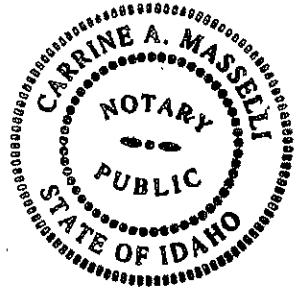
By: *CL Anderson*
Christopher L. Anderson
Its: Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 17th day of November, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER L. ANDERSON, known or identified to me to be the authorized Member of LION LAND, LLC, an Idaho limited liability company, the company that executed the foregoing instrument, and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.

Carrine A. MasSELL
Notary Public for Idaho
My Commission Expires: 4/1/14





After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713

**FIFTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, ("**Brighton**"), and SPURWING GREENS LLC, an Idaho limited liability company ("**Spurwing**") (collectively "**Declarant**") and is effective the 16th day of June, 2012 ("**Effective Date**").

RECITALS

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 19, 2010, recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho, and by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated July 21, 2011, recorded on July 21, 2011, as Instrument No. 111058314 in the records of Ada County Idaho, and by that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 25, 2011, recorded on October 28, 2011, as Instrument No. 111087598, in the records of Ada County, Idaho, and by that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated November 7, 2011, and recorded on November 9, 2011 as Instrument No. 111091515 in the records of Ada County Idaho; and by that certain Assignment of Declarant Rights in the Master Declaration dated December 23, 2011, and recorded on December 28, 2011 as Instrument No. 111105670 in the records of Ada County (collectively "**Master Declaration**"); and

B. Article XI of the Master Declaration allows for the annexation of additional property to the Property, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

C. Section 12.02(a) of the Master Declaration allows Declarant to make amendments the Master Declaration until all Lots within the Property are conveyed.

D. The purpose of this Fifth Amendment is to annex the additional property owned, or to be owned, by Brighton (defined below as the "**Annexed Property**") into the Master Declaration, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration regarding Common Driveways;

E. As required by Article XI of the Master Declaration, Brighton shall additionally record a Supplemental Declaration annexing the Annexed Property into its existing and previously recorded Supplemental Declaration, which annexation into the Supplemental Declaration does not require the signature or consent of Spurwing.

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. Definitions. The definition of Common Driveway contained in Article III of the Declaration shall be modified by adding the words “or as otherwise designated in a Supplemental Declaration, easement or other document recorded in the official records of Ada County, Idaho, by Declarant, Brighton, Spurwing, the Master Association or a Sub-Association” at the end of the first sentence.

2. Driveways. The first sentence of Section 5.16 Driveways is deleted in its entirety and replaced with the following sentence:

Section 5.16 Driveways. Driveways, including Common Driveways, must be in the location indicated on the Plat or as otherwise designated in a Supplemental Declaration, easement or other document recorded in the official records of Ada County, Idaho, by Declarant, Brighton, Spurwing, the Master Association or a Sub-Association.

3. Annexation – Property Covered. The property which is covered by this Fifth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter “**Annexed Property**”):

Lot 5 through and including Lot 21 of Block 1 and Lot 1 through and including Lot 7 of Block 3; SPURWING GROVE SUBDIVISION NO. 3, according to the official plat thereof filed in Book 104 of Plats at Pages 14105 thru 14107 records of Ada County, Idaho,

which above described real property is hereafter referred to as “Annexed Property”.

4. Annexation and Declaration. Pursuant to Section 11.01 of the Master Declaration, Declarant hereby declares that the Annexed Property is annexed to the Property, and is brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

5. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

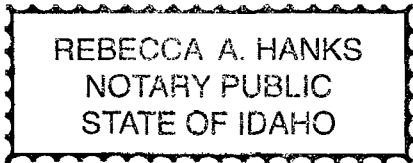
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this *6th* day of *June*, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of Brighton Development Inc., the person that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Rebecca A. Hanks
Notary Public for Idaho
My Commission Expires: *10.6.2017*

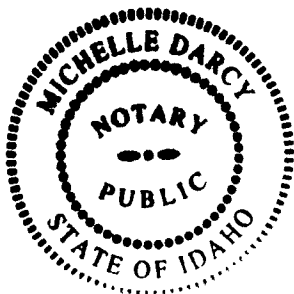
SPURWING GREENS LLC,
an Idaho limited liability company

By: *CL Anderson*
Name: Christopher L. Anderson
Its: Partner

STATE OF IDAHO)
) ss:
County of Ada)

On this 8 day of February, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be the Partner of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



Michelle Darcy
Notary Public for Idaho
My Commission Expires: 4/27/2016



113026906

After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713
Attention: Legal Department

**SEVENTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS SEVENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, ("**Brighton**"), and SPURWING GREENS LLC, an Idaho limited liability company ("**Spurwing**") (collectively "**Declarant**") and is effective the 13th day of March, 2013 ("**Effective Date**").

RECITALS

A. Declarant made and recorded that certain *Master* Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, amended by that certain *First* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 19, 2010, recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho, and by that certain *Second* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated July 21, 2011, recorded on July 21, 2011, as Instrument No. 111058314 in the records of Ada County Idaho, and by that certain *Third* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 25, 2011, recorded on October 28, 2011, as Instrument No. 111087598, in the records of Ada County, Idaho, and by that certain *Fourth* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated November 7, 2011, and recorded on November 9, 2011 as Instrument No. 111091515 in the records of Ada County Idaho; assigned by that certain *Assignment* of Declarant Rights in the Master Declaration dated December 23, 2011, and recorded on December 28, 2011 as Instrument No. 111105670 in the records of Ada County, Idaho, and amended by that certain *Fifth* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated June 6, 2012, and recorded on June 8, 2012 as Instrument No. 112055107 in the records of Ada County, Idaho, and amended by that certain *Sixth* Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated December 28, 2012, and recorded on December 28, 2012 as Instrument No. 112137262 in the records of Ada County, Idaho (collectively "**Master Declaration**").

B. Article XI of the Master Declaration allows for the annexation of additional property to the Property, which additional property, when annexed, is brought within the provisions of the Master Declaration.

C. Section 12.02(a) of the Master Declaration allows Declarant to make amendments the Master Declaration until all Lots within the Property are conveyed.

D. The purpose of this Seventh Amendment is to annex the additional property owned, or to be owned, by Brighton (defined below as the “**Annexed Property**”) into the Master Declaration, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

E. As required by Article XI of the Master Declaration, Brighton shall additionally record a Supplemental Declaration annexing the Annexed Property into its existing and previously recorded Supplemental Declaration, which annexation into the Supplemental Declaration does not require the signature or consent of Spurwing.

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. Annexation – Property Covered. The property which is covered by this Seventh Amendment and which shall be annexed under the Master Declaration is the real property described on Exhibit A, and depicted on Exhibit B, attached hereto and incorporated herein as if set out in full (hereafter “**Annexed Property**”).

2. Annexation and Declaration. Pursuant to Section 11.01 of the Master Declaration, Declarant hereby declares that the Annexed Property is annexed to the Property, and is brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

3. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

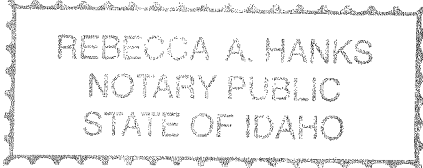
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By: [Signature]
David W. Turnbull, President

STATE OF IDAHO)
)ss.
County of Ada)

On this 13th day of March, 2013, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public for Idaho
Commission Expires 10.6.2017

APPROVED BY OWNER OF ANNEXED PROPERTY:

BRIGHTON LAND HOLDINGS LLC
an Idaho limited liability company

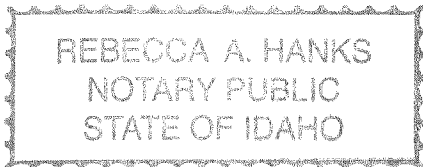
By: Brighton Corporation, an Idaho corporation,
Manager

By: [Signature]
David W. Turnbull, President

STATE OF IDAHO)
)ss.
County of Ada)

On this 13th day of March, 2013, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of Brighton Corporation, the Manager of BRIGHTON LAND HOLDINGS LLC, an Idaho limited liability company, the limited liability company that executed the within instrument and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such corporation executed the same in said limited liability company's name.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public for Idaho
Commission Expires 10.6.2017

SPURWING GREENS LLC,
an Idaho limited liability company

By: *Ch Anderson*
Name: Christopher L. Anderson
Its: Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 12th day of December, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L Anderson, known or identified to me to be the Member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



Danielle Sutton
Notary Public for Idaho
My Commission Expires: 11/9/18

EXHIBIT A
Depiction of Annexed Property

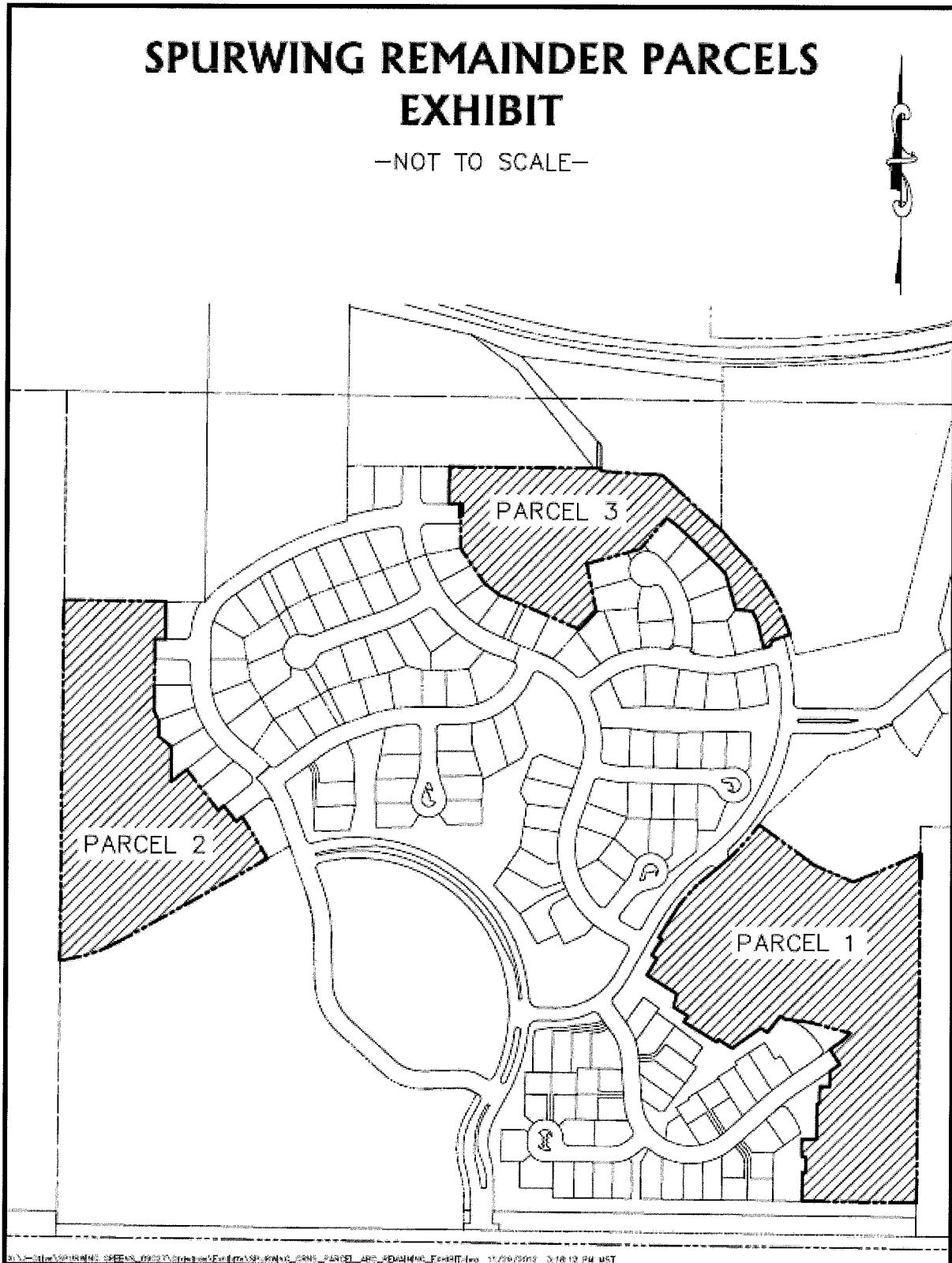


EXHIBIT B
Legal Description of Annexed Property

Project No. 09-027-01

Date: January 7, 2010

PARCEL 1
DESCRIPTION

A parcel of land located in the SE 1/4 of Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 1 W.;

Thence North 89°17'35" West, 1293.74 feet on the section line common to said Sections 22 and 27;

Thence leaving said section line, North 00°25'45" East, 145.00 feet to the northeast most corner of Lot 1, Block 16 of Jayker Subdivision, as same is shown on the plat thereof recorded in Book 101 of Plats at Page 13341 of Ada County Records, said point also being on the westerly boundary line of Westwing Estates, as same is shown on the plat thereof recorded in Book 70 of Plats at Page 7200 of Ada County Records, said point also being the **REAL POINT OF BEGINNING**;

Thence on the exterior boundary line of said Jayker Subdivision for the following courses and distances:

Thence North 89°17'35" West, 357.04 feet;

Thence North 00°42'25" East, 90.00 feet;

Thence South 89°17'35" East, 10.13 feet;

Thence North 00°42'25" East, 50.00 feet;

Thence North 89°17'35" West, 14.18 feet;

Thence North 00°42'25" East, 55.00 feet;

Thence South 89°17'35" East, 45.70 feet;

Thence North 00°42'25" East, 110.00 feet;

Thence South 89°17'35" East, 8.07 feet;

Thence North 00°42'25" East, 55.00 feet;

Thence South 89°17'35" East, 30.26 feet;

Thence North 00°42'25" East, 47.74 feet;

Thence North 55°54'49" East, 37.41 feet;

Thence North 34°05'11" West, 55.00 feet;

Thence North 55°54'49" East, 29.98 feet to a point of curve;

Thence 51.86 feet on the arc of a curve to the left, said curve having a radius of 197.50 feet, a central angle of 15°02'46" and a chord distance of 51.72 feet which bears North 48°23'26" East;

Thence North 75°09'10" West, 128.27 feet;

Thence North 82°44'17" West, 82.12 feet;

Thence North 51°13'31" West, 15.64 feet;

Thence South 38°46'29" West, 66.89 feet;

Thence North 51°13'31" West, 24.88 feet;

Thence South 53°59'56" West, 111.34 feet;

Thence North 56°22'03" West, 50.63 feet;

Thence South 31°49'33" West, 10.00 feet;

Thence North 58°10'27" West, 120.00 feet;

Thence North 31°49'33" East, 22.04 feet;

Thence North 58°10'27" West, 52.02 feet;

Thence North 13°56'12" East, 42.27 feet;

Thence North 58°10'27" West, 110.00 feet;

Thence North 31°49'33" East, 60.00 feet;

Thence North 58°10'27" West, 20.00 feet;

Thence North 31°49'33" East, 60.00 feet;

Thence North 58°10'27" West, 11.39 feet;

Thence North 31°49'33" East, 116.48 feet to a point of curve;

Thence 131.16 feet on the arc of a curve to the right, said curve having a radius of 560.00 feet, a central angle of 13°25'09" and a chord distance of 130.86 feet which bears North 44°16'23" East;

Thence North 50°58'58" East, 32.56 feet;

Thence North 49°59'16" East, 55.00 feet to a point of curve;

Thence 137.14 feet on the arc of a curve to the left, said curve having a radius of 660.00 feet, a central angle of 11°54'19" and a chord distance of 136.89 feet which bears North 41°56'51" East;

Thence leaving the exterior boundary line of said Jayker Subdivision, South 53°59'58" East, 210.12 feet;

Thence South 67°13'00" East, 134.60 feet;

Thence North 67°12'45" East, 226.01 feet (formerly described as 225.88 feet) to a point on the westerly boundary line of said Westwing Estates;

Thence South 00°25'45" West, 1088.61 feet (formerly described as South 00°25'06" West) on the westerly boundary line of said Westwing Estates to the real point of beginning. Said parcel contains 13.12 acres more or less.

PREPARED BY:
Engineering NorthWest, LLC



James R. Washburn, PLS

Date: November 30, 2012
Project No. 112062

SPURWING GROVE SUBDIVISION REMAINDER PARCEL 2 DESCRIPTION

A parcel of land being a portion of the East 1/2 of the SW 1/4 of Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 1 W.;

Thence North $89^{\circ}17'35''$ West, 2647.29 feet on the section line common to said Sections 22 and 27 to the 1/4 Section Corner common to said Sections 22 and 27;

Thence North $89^{\circ}17'17''$ West, 1323.58 feet on the section line common to said Sections 22 and 27 to the West 1/16 th Section Corner common to said Sections 22 and 27;

Thence North $00^{\circ}30'43''$ East, 860.39 feet on the north-south 1/16 th section line of the SW 1/4 of said Section 22 to the southwest corner of that parcel of land owned by Brighton Corp., said point being the **REAL POINT OF BEGINNING**;

Thence continuing North $00^{\circ}30'43''$ East, 1119.46 feet on the north-south 1/16 th section line of the SW 1/4 of said Section 22 to the northwest corner of that parcel of land owned by Brighton Corp.;

Thence South $89^{\circ}28'42''$ East, 317.40 feet on the northerly boundary line of said Brighton Corp. parcel;

Thence South $00^{\circ}31'18''$ West, 116.50 feet;

Thence North $89^{\circ}28'42''$ West, 33.17 feet;

Thence South $00^{\circ}31'18''$ West, 223.50 feet;

Thence South $25^{\circ}21'42''$ East, 32.83 feet;

Thence South $00^{\circ}30'43''$ West, 50.46 feet;

Thence South 50°34'36" East, 51.41 feet;

Thence South 00°30'43" West, 108.92 feet;

Thence North 51°30'55" East, 62.82 feet;

Thence South 37°44'14" East, 160.00 feet to a point of curve;

Thence 22.74 feet on the arc of a curve to the left, said curve having a radius of 1769.00 feet, a central angle of 00°44'12", a chord bearing of North 51°19'17" East, a chord distance of 22.74 feet;

Thence South 39°02'49" East, 62.00 feet to a point of curve;

Thence 22.94 feet on the arc of a curve to the left, said curve having a radius of 1831.00 feet, a central angle of 00°43'04", a chord bearing of North 50°35'39" East, a chord distance of 22.94 feet;

Thence South 31°24'03" East, 151.99 feet to a point on the southerly boundary line of said Deed parcel;

Thence South 60°39'26" West, 529.46 feet on said southerly boundary line to a point of curve;

Thence 193.37 feet on the arc of a curve to the right, said curve having a radius of 485.54 feet, a central angle of 22°49'07", a chord bearing of South 72°03'59" West, a chord distance of 192.10 feet on said southerly boundary line to the real point of beginning. Said parcel contains 9.52 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn, PLS

Date: December 1, 2012
Project No. 112062

SPURWING GROVE SUBDIVISION REMAINDER PARCEL 3 DESCRIPTION

A parcel of land located in the South 1/2 of Section 22, T. 4 N., R. 1 W., B.M., Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27 of said T. 4 N., R. 1 W.;

Thence North $89^{\circ}17'35''$ West, 2647.29 feet on the section line common to said Sections 22 and 27 to the 1/4 Section Corner common to said Sections 22 and 27;

Thence North $06^{\circ}43'58''$ East, 1833.32 feet to the southeast corner of Lot 1, Block 3 of Spurwing Grove Subdivision No. 3, as same is shown on the Plat thereof recorded in Book 104 of Plats at Page 14105 of Ada County Records, said point also being the northwesterly lot corner of Lot 1, Block 6 of Jayker Subdivision - Phase 1, as same is shown on the Plat thereof recorded in Book 101 of Plats at Page 13341 of Ada County Records;

Thence North $42^{\circ}54'07''$ East, 123.00 feet on the lot line common to said Lot 1, Block 3 and said Lot 1, Block 6, to the **REAL POINT OF BEGINNING**;

Thence North $67^{\circ}05'22''$ West, 270.66 feet on the northerly boundary line of said Spurwing Grove Subdivision No. 3;

Thence North $52^{\circ}09'15''$ West, 59.54 feet on the northerly boundary line of said Spurwing Grove Subdivision No. 3;

Thence North $35^{\circ}01'32''$ West, 133.41 feet on said northerly boundary line;

Thence North $00^{\circ}30'02''$ East, 139.03 feet;

Thence North $89^{\circ}30'12''$ West, 36.89 feet;

Thence North $00^{\circ}30'02''$ East, 116.00 feet to a point on the southerly boundary line of that parcel of land shown on Record-of-Survey Number 2006 of Ada County Records;

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Thence South $89^{\circ}30'12''$ East, 460.38 feet on the southerly boundary line of said Record-of-Survey No. 2006 parcel, and said line extended;

Thence North $00^{\circ}30'35''$ East, 85.11 feet;

Thence South $42^{\circ}17'23''$ East, 18.11 feet;

Thence South $00^{\circ}13'10''$ West, 80.96 feet;

Thence South $86^{\circ}30'59''$ East, 189.75 feet;

Thence South $47^{\circ}25'06''$ East, 249.20 feet;

Thence South $40^{\circ}47'36''$ East, 80.98 feet to a point of curve;

Thence 314.24 feet on the arc of a curve to the right, said curve having a radius of 660.00 feet, a central angle of $27^{\circ}16'48''$ and a chord distance of 311.28 feet which bears South $31^{\circ}43'49''$ East to an angle point in the northerly boundary line of said Jayker Subdivision - Phase 1;

Thence on the northerly boundary line of said Jayker Subdivision - Phase 1 for the following courses and distances:

Thence South $71^{\circ}54'35''$ West, 60.00 feet to a point of curve;

Thence 24.55 feet on the arc of a curve to the right, said curve having a radius of 15.00 feet, a central angle of $93^{\circ}46'25''$ and a chord distance of 21.90 feet which bears South $28^{\circ}47'48''$ West;

Thence South $75^{\circ}41'00''$ West, 14.34 feet to the southeasterly corner of Lot 11, Block 2 of Spurwing Grove Subdivision No. 2, as same is shown on the Plat thereof recorded in Book 104 of Plats at Page 14027 of Ada County Records;

Thence on the northerly boundary line of said Jayker Subdivision - Phase 1 and the easterly boundary line of said Spurwing Grove Subdivision No. 2 for the following courses and distances:

Thence North $14^{\circ}19'00''$ West, 86.90 feet;

Thence North $26^{\circ}52'45''$ West, 32.18 feet;

Thence North 84°52'43" West, 51.80 feet;

Thence leaving the northerly boundary line of said Jayker Subdivision - Phase 1, and continuing on the easterly and northerly boundary line of said Spurwing Grove Subdivision No. 2 for the following courses and distances:

Thence North 16°21'38" West, 118.50 feet;

Thence North 44°54'18" West, 66.46 feet;

Thence North 45°22'13" West, 120.00 feet;

Thence North 47°55'33" West, 32.11 feet;

Thence North 53°02'14" West, 32.11 feet;

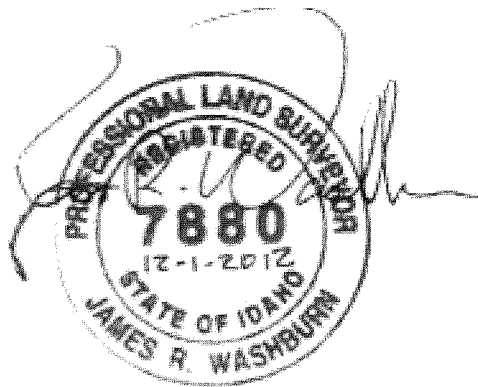
Thence South 40°06'25" West, 128.74 feet;

Thence South 74°18'14" West, 172.70 feet;

Thence South 11°33'43" East, 151.26 feet to an angle point in the northerly boundary line of said Jayker Subdivision - Phase 1, said angle point being on the northerly lot line of Lot 2, Block 6 of said Subdivision;

Thence leaving the northerly boundary line of said Spurwing Grove Subdivision No. 2, South 42°54'07" West, 76.06 feet on the northerly boundary line of said Jayker Subdivision - Phase 1 to the real point of beginning. Said parcel contains 6.47 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn, PLS



After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713
Attention: Legal Department

**EIGHTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS EIGHTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, ("**Brighton**"), and SPURWING GREENS LLC, an Idaho limited liability company ("**Spurwing**") (collectively "**Declarant**") and is effective the 20th day of March, 2014 ("**Effective Date**").

RECITALS

A. Declarant made and recorded that certain *Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens* dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, amended by that certain *First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated October 19, 2010, recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho, and by that certain *Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated July 21, 2011, recorded on July 21, 2011, as Instrument No. 111058314 in the records of Ada County Idaho, and by that certain *Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated October 25, 2011, recorded on October 28, 2011, as Instrument No. 111087598, in the records of Ada County, Idaho, and by that certain *Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated November 7, 2011, and recorded on November 9, 2011 as Instrument No. 111091515 in the records of Ada County Idaho; assigned by that certain *Assignment of Declarant Rights in the Master Declaration* dated December 23, 2011, and recorded on December 28, 2011 as Instrument No. 111105670 in the records of Ada County, Idaho, and amended by that certain *Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated June 6, 2012, and recorded on June 8, 2012 as Instrument No. 112055107 in the records of Ada County, Idaho, and amended by that certain *Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated December 28, 2012, and recorded on December 28, 2012 as Instrument No. 112137262 in the records of Ada County, Idaho, and amended by that certain *Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated March 13, 2013, and recorded on March 13, 2013 as Instrument No. 113026906 in the records of Ada County, Idaho (collectively "**Master Declaration**").

B. Article XI of the Master Declaration allows for the annexation of additional property to the Property, which additional property, when annexed, is brought within the provisions of the Master Declaration.

C. Section 12.02(a) of the Master Declaration allows Declarant to make amendments to the Master Declaration until all Lots within the Property are conveyed.

D. The purpose of this Amendment is to annex the additional property owned, or to be owned, by Brighton (defined below as the "**Annexed Property**") into the Master Declaration, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

E. As required by Article XI of the Master Declaration, Brighton shall additionally record a Supplemental Declaration annexing the Annexed Property into its existing and previously recorded Supplemental Declaration, which annexation into the Supplemental Declaration does not require the signature or consent of Spurwing.

DECLARATION

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. Annexation – Property Covered. The property which is covered by this Amendment and which shall be annexed under the Master Declaration is the real property described on Exhibit A, and depicted on Exhibit B, attached hereto and incorporated herein as if set out in full (hereafter "**Annexed Property**").

2. Annexation and Declaration. Pursuant to Section 11.01 of the Master Declaration, Declarant hereby declares that the Annexed Property is annexed to the Property, and is brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

3. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

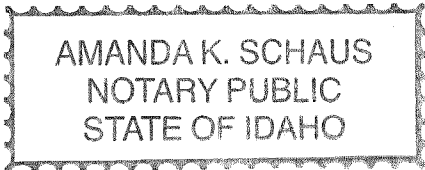
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
)ss.
County of Ada)

On this 21st day of March, 2014, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



AS
Notary Public for Idaho
Commission Expires 1.24.17

APPROVED BY OWNER OF ANNEXED PROPERTY:

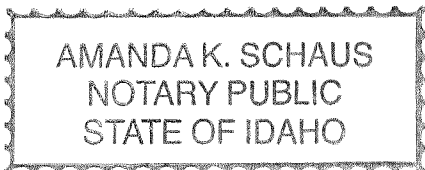
BRIGHTON INVESTMENTS, LLC
an Idaho limited liability company

By: *David W. Turnbull*
David W. Turnbull, Managing Member

STATE OF IDAHO)
)ss.
County of Ada)

On this 21st day of March, 2014, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the Managing Member of BRIGHTON INVESTMENTS, LLC, an Idaho limited liability company, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that he executed the same in said limited liability company's name.

WITNESS my hand and official seal hereto affixed the day and year first above written.



AS
Notary Public for Idaho
Commission Expires 1.24.17

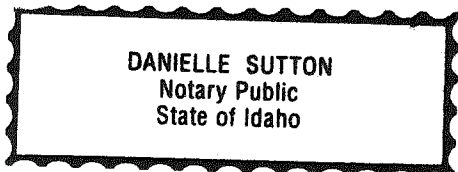
SPURWING GREENS LLC,
an Idaho limited liability company

By: *CL Anderson*
Name: Christopher L. Anderson
Its: Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 17th day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be the Member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



Danielle Sutton
Notary Public for Idaho
My Commission Expires: 11/9/18

EXHIBIT A
Depiction of Annexed Property

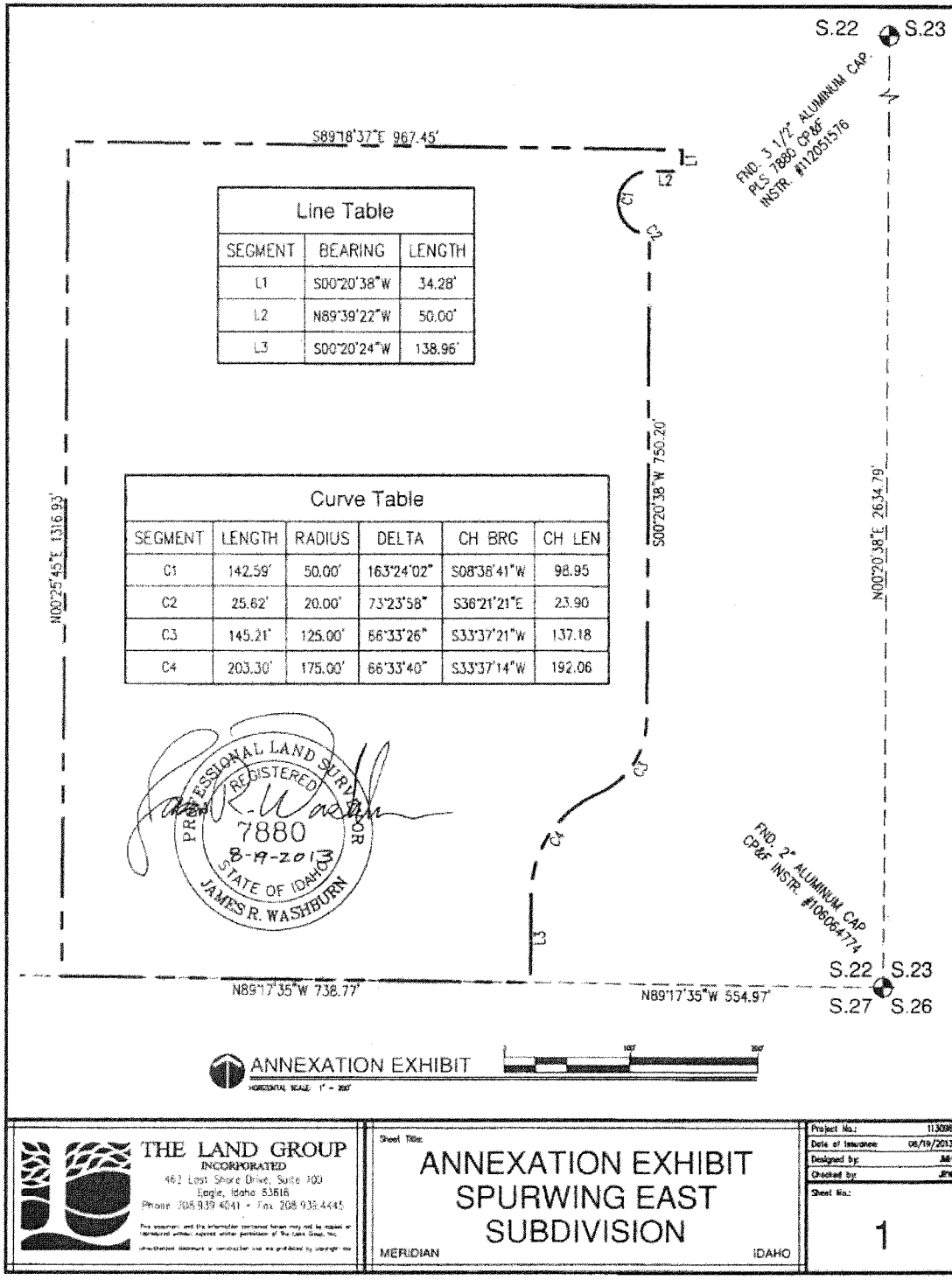


EXHIBIT B
Legal Description of Annexed Property



THE LAND GROUP, INC.

Page 1 of 2

August 19, 2013
Project No. 113098

Exhibit "A"

SPURWING EAST SUBDIVISION
ANNEXATION AND REZONE DESCRIPTION

A parcel of land being Lot 10, Block 1 of Westwing Estates and a portion of the SE 1/4 of the SE 1/4 of Section 22, Township 4 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 22, 23, 26 and 27 of said Township 4 North, Range 1 West;
Thence North 89°17'35" West a distance of 554.97 feet on the Section Line common to said Sections 22 and 27 to the POINT OF BEGINNING;

Thence continuing North 89°17'35" West a distance of 738.77 feet on the Section Line common to said Sections 22 and 27;

Thence North 00°25'45" East a distance of 1316.93 feet, a portion of said line being on the exterior boundary line of Westwing Estates, as same is shown on the Plat thereof recorded in Book 70 of Plats at Page 7200 of Ada County Records, to the northwest corner of said Lot 10;
Thence on the exterior boundary line of said Lot 10, Block 1 of Westwing Estates for the following courses and distances:

Thence South 89°18'37" East a distance of 967.45 feet (formerly described as 967.33 feet) to the northeast corner of said Lot 10;

Thence South 00°20'38" West a distance of 34.28 feet;

Thence North 89°39'22" West a distance of 50.00 feet to a point of curve;

Thence 142.59 feet on the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 163°23'54", a chord bearing of South 08°38'41" West, and a chord distance of 98.95 feet to a point of reverse curve;

Thence 25.62 feet on the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 73°23'58", a chord bearing of South 36°21'21" East, and a chord distance of 23.90 feet;

Thence South 00°20'38" West a distance of 750.20 feet (formerly described as 750.34 feet) to a point of curve;

Thence 145.21 feet on the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 66°33'26", a chord bearing of South 33°37'21" West, and a chord distance of 137.18 feet to a point of reverse curve;

Thence 203.30 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 66°33'40", a chord bearing of South 33°37'14" West, and a chord distance of 192.06 feet;

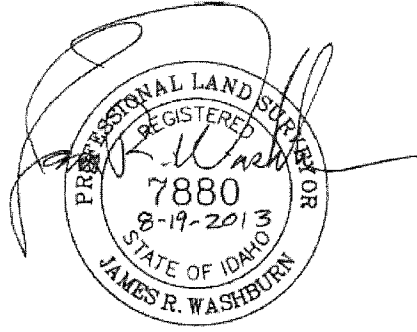
The information contained herein is not intended to constitute an offer of any financial product or service. It is provided for informational purposes only. For more information, please contact your advisor. © 2013 The Land Group, Inc. All rights reserved. www.thelandgroupinc.com



THE LAND GROUP, INC.

Thence South 00°20'24" West a distance of 138.96 feet to the point of beginning. Said parcel contains 26.53 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn

After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713
Attention: Legal Department

**NINTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS
(Lifestyle Memberships)**

THIS NINTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, ("**Brighton**"), and SPURWING GREENS LLC, an Idaho limited liability company ("**Spurwing**") (collectively "**Declarant**") and is effective the 29th day of July, 2014 ("**Effective Date**").

RECITALS

A. Declarant made and recorded that certain *Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens* dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, amended by that certain *First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated October 19, 2010, recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho, and by that certain *Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated July 21, 2011, recorded on July 21, 2011, as Instrument No. 111058314 in the records of Ada County Idaho, and by that certain *Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated October 25, 2011, recorded on October 28, 2011, as Instrument No. 111087598, in the records of Ada County, Idaho, and by that certain *Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated November 7, 2011, and recorded on November 9, 2011 as Instrument No. 111091515 in the records of Ada County Idaho; assigned by that certain *Assignment of Declarant Rights in the Master Declaration* dated December 23, 2011, and recorded on December 28, 2011 as Instrument No. 111105670 in the records of Ada County, Idaho, and amended by that certain *Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated June 6, 2012, and recorded on June 8, 2012 as Instrument No. 112055107 in the records of Ada County, Idaho, and amended by that certain *Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated December 28, 2012, and recorded on December 28, 2012 as Instrument No. 112137262 in the records of Ada County, Idaho, and amended by that certain *Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated March 13, 2013, and recorded on March 13, 2013 as Instrument No. 113026906 in the records of Ada County, Idaho, and *Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens* dated March 13, 2013, and recorded on March 13, 2013 as Instrument No. 113026906 in the records of Ada County, Idaho, and Eighth (collectively "**Master Declaration**").

B. Pursuant to Section 13.02 of the Master Declaration, Declarant may amend the Master Declaration by executing and recording an amendment in the records of Ada County, Idaho.

DECLARATION

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. **Lifestyle Membership.** Wherever used in the Declaration, the term "Social Memberships" or "Social Membership" is hereby amended to state "Lifestyle Memberships" or "Lifestyle Membership". The definition of "Lifestyle Membership" (formerly "Social Membership") is hereby moved to immediately after the definition of "Initial Construction". Additionally, the following sentence shall be added to the end of the definition of "Lifestyle Memberships":

"As stated elsewhere herein, the availability of a Lifestyle Membership to an Owner is based on this Declaration and the SCC Documents. An Owner's use of a Lifestyle Membership is paid through the Regular Assessments levied by the Association as adjusted from time to time, and it is managed by the Association as a Common Area amenity, subject to modification and/or termination based on the SCC Documents. If the Lifestyle Memberships are no longer available, the Regular Assessments will be adjusted accordingly."

2. **Definition of SCC.** The definition of SCC is hereby deleted in its entirety and restated as follows:

"**SCC:** The Club at Spurwing, Inc., an Idaho corporation, which corporation owns and/or controls the SCC Facilities and Tennis Facilities, and its successors and assigns."

3. **Definition of SCC Documents.** The definition of "SCC Documents" is hereby deleted in its entirety and restated as follows":

"**SCC Documents.** Any and all documents governing the terms, conditions and use of the SCC Facilities and Lifestyle Memberships, as benefitting, assigned, and/or entered into by and between the Master Association and SCC from time to time, including, but not limited to that certain Membership Agreement recorded in the records of Ada County, Idaho, as Instrument No. 2014-060562, and any and all reasonable and non-discriminatory SCC Rules and regulations."

4. **Definition of SCC Facilities.** The definition of "SCC Facilities" is hereby amended by inserting ", Tennis Facilities," after "clubhouse".

5. **Definition of Tennis Facilities.** The definition of "Tennis Facilities" is hereby deleted and is replaced by the following:

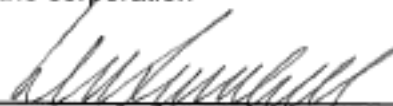
"**Tennis Facilities:** Tennis courts and changing facilities owned and/or leased by SCC and located on the east side of the Property."

6. **Miscellaneous.** Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text; Signatures to Follow]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

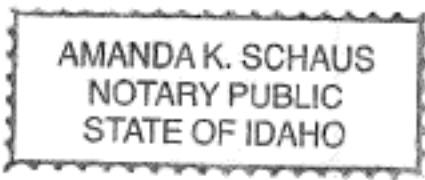
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

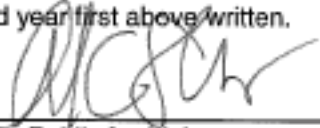
By: 
David W. Turnbull, President

STATE OF IDAHO)
)ss.
County of Ada)

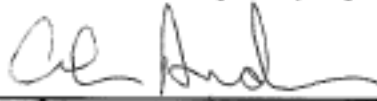
On this ^{20th} day of July, 2014, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



 AKS
Notary Public for Idaho
Commission Expires 1.24.17

SPURWING GREENS LLC,
an Idaho limited liability company


By: 
Name: Christopher Anderson
Its: DIRECTOR

STATE OF IDAHO)
) ss:
County of Ada)

On this 24 day of JULY, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher Anderson, known or identified to me to be the Director of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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
My Commission Expires: 6/30/2020

After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713
Attention: Legal Department

**TWELFTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS TWELFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, ("**Brighton**"), and SPURWING GREENS LLC, an Idaho limited liability company ("**Spurwing**") (collectively "**Declarant**") and is effective the 17th day of December, 2015 ("**Effective Date**").

RECITALS

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, as amended from time to time (collectively "**Master Declaration**").

B. Article XI of the Master Declaration allows for the annexation of additional property to the Property, which additional property, when annexed, is brought within the provisions of the Master Declaration.

C. Section 12.02(a) of the Master Declaration allows Declarant to make amendments to the Master Declaration until all Lots within the Property are conveyed.

D. The purpose of this Amendment is to annex the additional property platted as SpurWing Greens Subdivision (defined below as the "**Annexed Property**") into the Master Declaration, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration.

E. As required by Article XI of the Master Declaration, SpurWing shall additionally record a Supplemental Declaration annexing the Annexed Property into its existing and previously recorded Supplemental Declaration, which annexation into the Supplemental Declaration does not require the signature or consent of Brighton.

DECLARATION

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. **Annexation – Property Covered.** The property which is covered by this Amendment and which shall be annexed under the Master Declaration is the real property described on Exhibit A, and depicted on Exhibit B, attached hereto and incorporated herein as if set out in full (hereafter “**Annexed Property**”).

2. **Annexation and Declaration.** Pursuant to Section 11.01 of the Master Declaration, Declarant hereby declares that the Annexed Property is annexed to the Property, and is brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

3. **Miscellaneous.** Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

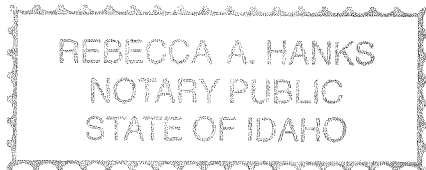
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss.
County of Ada)


On this 7th day of Jan, 2016, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Rebecca A. Hanks
Notary Public for Idaho
Commission Expires 10-6-17

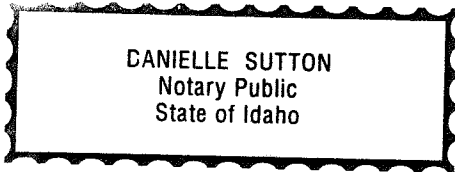
SPURWING GREENS LLC,
an Idaho limited liability company

By: 
Name: Christopher L. Anderson
Its: Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be a member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



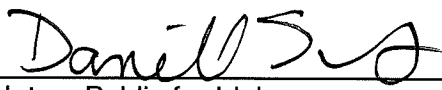

Notary Public for Idaho
My Commission Expires: 11/9/18

EXHIBIT A

Legal Description of Annexed Property

Lots 1 through and including Lot 2, Block 1, Lots 1 through and including Lot 2 Block 2 SPURWING GREENS SUBDIVISION, according to the official plat thereof filed in Book 103 of Plats at Pages 13970 thru 13971, records of Ada County, Idaho.

After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713
Attention: Legal Department

**FOURTEENTH AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SPURWING GREENS**

THIS FOURTEENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS (“Amendment”) is by and between BRIGHTON DEVELOPMENT INC., an Idaho corporation, (“Brighton”), and SPURWING GREENS LLC, an Idaho limited liability company (“SpurWing”) (collectively “Declarant”) and is effective the 23rd day of December, 2015 (“Effective Date”).

RECITALS

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, as amended from time to time (collectively “Master Declaration”).

B. Article XI, Section 11.03 of the Master Declaration allows for the de-annexation of property which, when de-annexed, is released from the terms and conditions of the Master Declaration and the jurisdiction of the Association.

C. Section 12.02(a) of the Master Declaration allows Declarant to make amendments to the Master Declaration until all Lots within the Property are conveyed.

D. The purpose of this Amendment is to de-annex the property hereafter described, and upon such de-annexation to release such property from the term, covenants, conditions, restrictions and easement contained in the Master Declaration.

E. As required by Article XI of the Master Declaration, Brighton shall additionally record a Supplemental Declaration de-annexing the Property from the Supplemental Declaration.

DECLARATION

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. De-Annexation – Property Covered. The property which is covered by this Amendment and which shall be de-annexed under the Master Declaration Lot 78, Block 1, SPURWING ORCHARDS SUBDIVISION NO. 3, according to the official plat thereof filed in

Book 107 of Plats at Pages 14849 through 14852 records of Ada County, Idaho (hereafter "**De-Annexed Property**").

2. De-Annexation and Declaration. Pursuant to Section 11.03 of the Master Declaration, Declarant hereby declares that the De-Annexed Property is de-annexed from the Property, and is dissolved from the provisions of the Master Declaration, and is hereby no longer subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

3. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective of the day and year first above written.

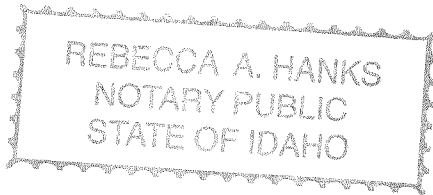
BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss.
County of Ada)

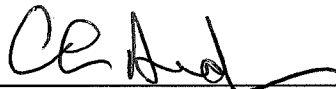
On this 7th day of Jan., 2016, before me, a Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Rebecca A. Hanks
Notary Public for Idaho
Commission Expires 10-6-2017

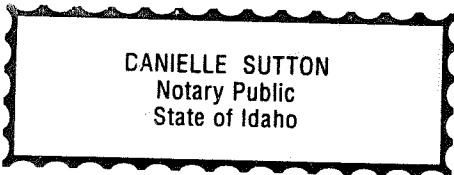
SPURWING GREENS LLC,
an Idaho limited liability company

By: 
Name: Christopher L. Anderson
Its: Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of January, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher L. Anderson, known or identified to me to be a member of SPURWING GREENS, LLC, an Idaho limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such 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.



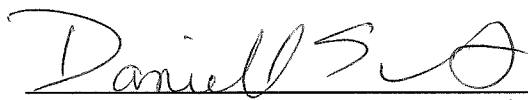
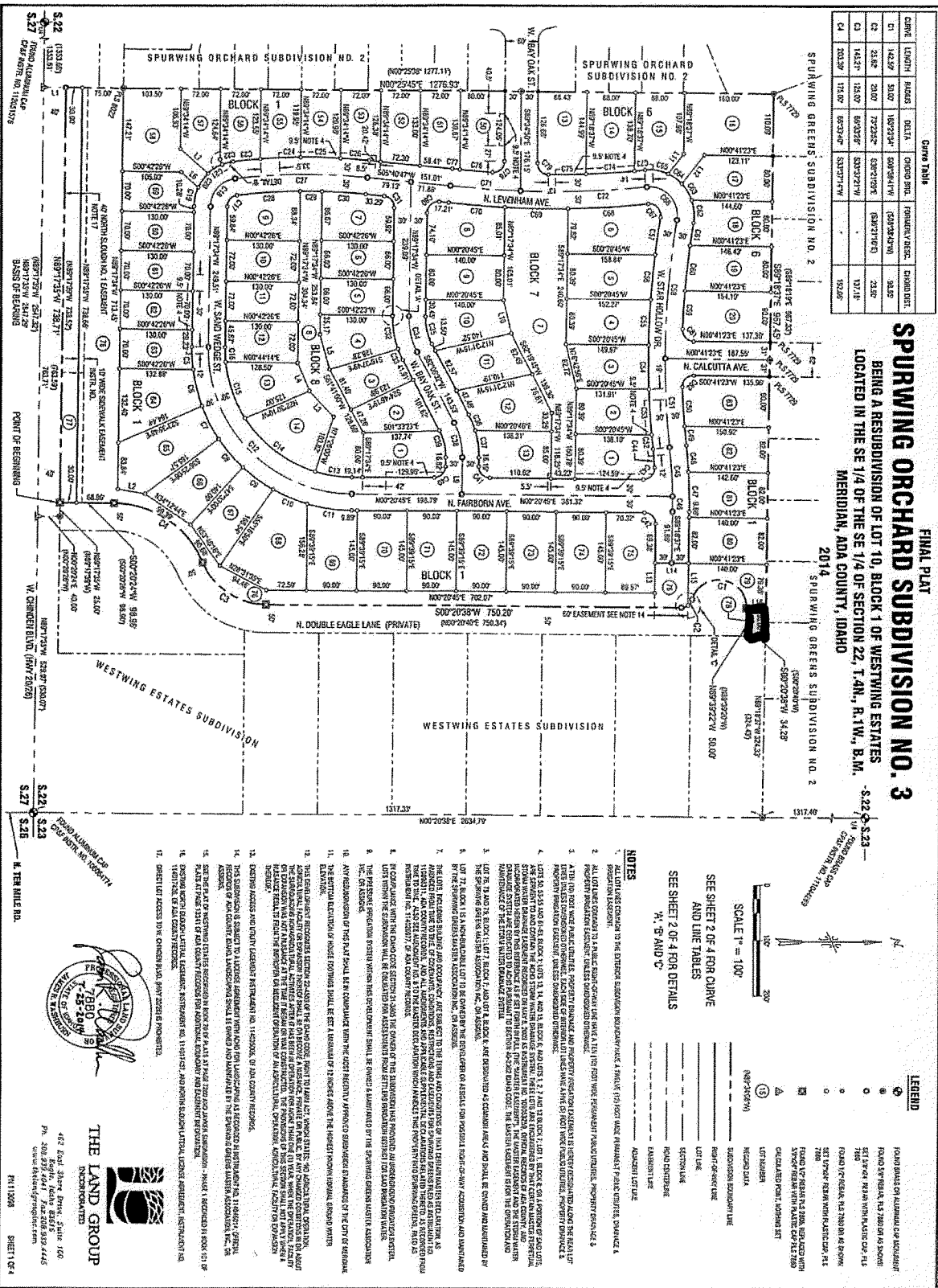

Notary Public for Idaho
My Commission Expires: 11/9/18

EXHIBIT A
Legal Depiction of De-Annexed Property



After recording, please return to:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713

**TENTH AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
SPURWING GREENS ORCHARD/GROVE SUBDIVISION
(De-Annexation Parcel No.R8081890290)**

THIS TENTH AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPURWING GREENS ("Amendment") is by BRIGHTON DEVELOPMENT INC., an Idaho corporation ("**Brighton**" or "**Declarant**"), and is effective the 3rd day of February, 20 16 ("**Effective Date**").

RECITALS

A. Declarant and Spurwing Greens LLC, an Idaho limited liability company ("**Spurwing**") made and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for SpurWing Greens dated October 19, 2010, and recorded on October 19, 2010, as Instrument No. 110098311 in the records of Ada County, Idaho, amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated October 19, 2010, recorded on October 19, 2010, as Instrument No. 110098312 in the records of Ada County, Idaho, and by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated July 21, 2011, recorded on July 21, 2011, as Instrument No. 111058314 in the records of Ada County, Idaho, and that certain Third Amendment to Master Declaration of Covenants, Condition, Restrictions and Easements for SpurWing Greens dated October 25, 2011, recorded on October 28, 2011 as Instrument No. 111087598, and by that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated November 7, 2011, and recorded on November 9, 2011 as Instrument No. 111091515 in the records of Ada County Idaho, and by that certain Assignment of Declarant Rights in the Master Declaration dated December 23, 2011, and recorded on December 28, 2011 as Instrument No. 111105670 in the records of Ada County, and that certain Fifth Amendment to Master Declaration of Covenants, Condition, Restrictions and Easements for SpurWing Greens dated June 6, 2012, and recorded on June 8, 2012, as Instrument No. 112055107 in the records of Ada County, Idaho, that certain Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated December 28, 2012, recorded on December 28, 2012, as Instrument No. 112137262 in the records of Ada County, Idaho, and that certain Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated March 13, 2013, recorded on March 13, 2013, as Instrument No. 113026906 in the records of Ada County, Idaho, and that certain Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated March 21, 2014, recorded on March 21, 2014, as Instrument No. 114020977 in the records of Ada County, Idaho, and that certain Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated July 29, 2014, recorded on July 29, 2014, as Instrument No. 2014-060582 in the records of Ada County, Idaho, and that certain Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated August 8, 2014, recorded on August 8, 2014, as Instrument No. 2014-

064126 in the records of Ada County, Idaho and that certain Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated September 23, 2015, recorded on September 30, 2015, as Instrument No. 2015-090781 in the records of Ada County, Idaho and that certain Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated December 17, 2015, recorded on January 11, 2016, as Instrument No. 2016-002388 in the records of Ada County, Idaho and that certain Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated December 17, 2015, recorded on January 11, 2016, as Instrument No. 2016-002401 in the records of Ada County, Idaho and that certain Fourteenth Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens dated December 23, 2015, recorded on January 11, 2016, as Instrument No. 2016-002415 in the records of Ada County, Idaho. (collectively "**Master Declaration**").

B. As required by Section 11.03 of the Master Declaration, as amended, and authorized in Section 12.02 of the Supplemental Declaration herein described, Declarant desires to de-annex the Property, hereinafter described, and upon de-annexation, property shall be removed from the Jurisdiction of the Sub-Association and released from the provisions of that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Spurwing Greens Orchard/Grove Subdivision recorded on April 19, 2011 as Instrument No. 111032296 in the records of Ada County, Idaho, and the First Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision, recorded October 28, 2011, as Instrument No.111087599, and the Second Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision, recorded November 9, 2011, as Instrument No.111091516 in the records of Ada County, Idaho, and the Assignment of Declarant's Rights in the Supplemental Declaration, recorded December 28, 2011, as Instrument No.111105671 in the records of Ada County, Idaho, the Third Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated June 6, 2012, recorded June 8, 2012 as Instrument No. 112055108 in the records of Ada County, Idaho, the Fourth Amendment to Supplemental Declaration of Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated December 28, 2012, recorded December 28, 2012 as Instrument No. 112137263 in the records of Ada County, Idaho, and that certain Fifth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated July 26, 2013, recorded July 26, 2013 as Instrument No. 113084788 in the records of Ada County, Idaho, and that certain Sixth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated October 4, 2013, recorded October 4, 2013 as Instrument No. 113112262 in the records of Ada County, Idaho, and that certain Seventh Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated November 22, 2013, re-recorded December 18, 2013 as Instrument No. 113134895 in the records of Ada County, Idaho, and that certain Eighth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated August 7, 2014, recorded on August 7, 2014, as Instrument No. 2014-063698 in the records of Ada County, Idaho and that certain Ninth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision dated November 6, 2014, recorded on November 19, 2014, as Instrument No. 2014-093979 in the records of Ada County, Idaho (collectively "**Supplemental Declaration**").

DECLARATION

NOW, THEREFORE, for valuable consideration including the recitals above, which are hereby incorporated below, the Declarant declares as follows:

1. De-Annexation – Property Covered. The property which is covered by this Amendment and which shall be de-annexed from the Supplemental Declaration is the real property described as follows:

Lot 78, Block 1, SPURWING ORCHARDS SUBDIVISION NO. 3, according to the official plat thereof filed in Book 107 of Plats at Pages 14849 through 14852 records of Ada County, Idaho (hereafter "**De-Annexed Property**")

2. De-Annexation and Declaration. Pursuant to Section 12.02 of the Supplemental Declaration, Declarant hereby declares that the De-Annexed Property is de-annexed from the Property, and is removed from the provisions of the Supplemental Declaration, and is hereby released by all of the covenants, conditions, restrictions and easements of the Supplemental Declaration.

3. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Supplemental Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, shall run with the land and each estate herein and shall be binding upon all persons having or acquiring any right, title or interest in the Annexed Property or any Lot therein. Except as otherwise modified herein, the terms and conditions of the Supplemental Declaration shall remain in full force and effect. In the event of a conflict between this Amendment and the Supplemental Declaration, the terms of this Amendment shall control.

[End of Text]

IN WITNESS WHERETO, the Declarant has executed this Amendment effective of the day and year first above written.

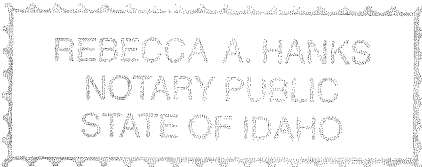
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 3rd day of February, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of Brighton Development Inc., the person that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


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



Rebecca A. Hanks
Notary Public for Idaho
My Commission Expires: 10.6.2017

AGREED AND APPROVED BY OWNER:

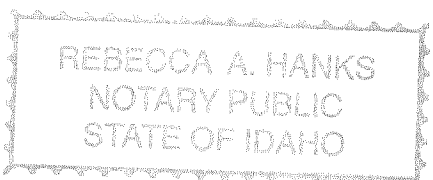
SPURWING GREENS MASTER ASSOCIATION INC.,
an Idaho non-profit corporation

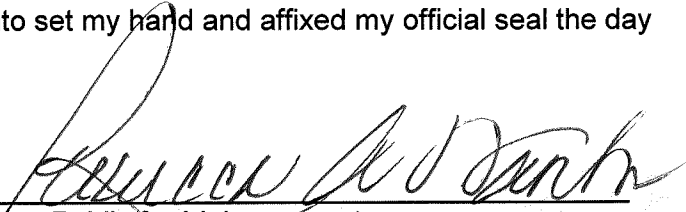
By: 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 3rd day of February, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of Spurwing Greens Master Association Inc., the person that executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
My Commission Expires: 10.6.2017

After Recording Return to:

Patrick J. Galloway
Smith Knowles, P.C.
943 W. Overland Rd., Suite 109
Meridian, Idaho 83642

**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS**
For SpurWing Greens Master Association, Inc.

This AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPURWING GREENS MASTER ASSOCIATION, INC. ("Restated Declaration" or "Master Declaration") is hereby adopted by SpurWing Greens Master Association, Inc. ("Master Association"), SpurWing Greens Orchard/Grove Sub-Association, Inc. ("Orchard/Grove Sub-Association"), and Estates at SpurWing Greens Homeowners' Association, Inc. ("Estates Sub-Association"), non-profit Idaho corporations, for and on behalf of their Members, and made effective as of the date recorded in the Ada County Recorder's Office.

RECITALS:

(a) This Restated Declaration affects certain real property located in Ada County, Idaho identified in the plats recited herein, and more particularly described in Exhibit "A" attached hereto and by reference incorporated herein ("Subdivision").

(b) On or about August 29, 2008 a Plat Map depicting Jayker Subdivision – Phase 1 was recorded in the Ada County Recorder's Office as Instrument No. 2008-108098133.

(c) On or about August 29, 2008 First Supplement (Phase P1 and P2) to The Tree Farm Master Declaration of Covenants, Conditions and Restrictions was recorded in the Ada County Recorder's Office as Instrument No. 2008-108098134.

(d) On or about October 19, 2010, the Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2010-110098311 ("Original Declaration").

(e) On or about October 19, 2010, the First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2010-110098312.

(f) On or about April 19, 2011, the Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2011-111032296.

(g) On or about July 21, 2011, the Second amendment to master Declaration of covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2011-111058314.

(h) On or about August 15, 2011, a Plat Map depicting SpurWing Greens Subdivision No. 1 was recorded in the Ada County Recorder's Office as Instrument No. 2011-111065808.

(i) On or about August 26, 2011, a Plat Map depicting SpurWing Orchard Subdivision No. 1 was recorded in the Ada County Recorder's Office as Instrument No. 2011-111069338.

(j) On or about September 27, 2011, a Plat Map depicting SpurWing Grove Subdivision No. 1 was recorded in the Ada County Recorder's Office as Instrument No. 2011-111077681.

(k) On or about October 28, 2011, the Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2011-111087598.

(l) On or about October 28, 2011, a Plat Map depicting SpurWing Grove Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2011-111088101.

(m) On or about November 9, 2011, the Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2011-111091515.

(n) On or about November 9, 2011, the Second Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2011-111091516.

(o) On or about December 28, 2011, the Assignment of Declarant Rights in Master Declaration was recorded in the Ada County Recorder's Office as Instrument No. 2011-111105670.

(p) On or about December 28, 2011, the Assignment of Declarant Rights in Supplemental Declaration was recorded in the Ada County Recorder's Office as Instrument No. 2011-111105671.

(q) On or about June 8, 2012, a Plat Map depicting SpurWing Grove Subdivision No. 3 was recorded in the Ada County Recorder's Office as Instrument No. 2012-112055104.

(r) On or about June 8, 2012, the Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2012-112055107.

(s) On or about November 28, 2012, the First Amendment to the Supplemental Declaration of Covenants, conditions, Restrictions and Easements for the Estates at SpurWing Greens Subdivision Adding SpurWing Greens Subdivision No. 2 was recorded in the Ada County Recorder's office as Instrument No. 2012-112124387.

(t) On or about December 13, 2012, a Plat Map depicting SpurWing Greens Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2012-112131476.

(u) On or about December 28, 2012, a Plat Map depicting SpurWing Grove Subdivision No. 4 was recorded in the Ada County Recorder's Office as Instrument No. 2012-112137259.

(v) On or about December 28, 2012, the Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2012-112137262.

(w) On or about March 13, 2013, the Seventh Amendment to Master Declaration of covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2013-113026906.

(x) On or about July 26, 2013, a Plat Map depicting SpurWing Grove Subdivision No. 5 was recorded in the Ada County Recorder's Office as Instrument No. 2013-113084781.

(y) On or about October 4, 2013, a Plat Map depicting SpurWing Grove Subdivision No. 6 was recorded in the Ada County Recorder's Office as Instrument No. 2013-113112258.

(z) On or about November 22, 2013, a Plat Map depicting SpurWing Orchard Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2013-113127382.

(aa) On or about November 22, 2013, the Seventh Amended to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision depicting SpurWing Orchard Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2013-113127385.

(bb) On or about December 18, 2013, the Seventh Amended to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision depicting SpurWing Orchard Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2013-113134895.

(cc) On or about July 9, 2014, a Plat Map depicting SpurWing Rim Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2014-114054244.

(dd) On or about July 29, 2014, the Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2014-060582.

(ee) On or about August 7, 2014, a Plat Map depicting SpurWing Orchard Subdivision No. 3 was recorded in the Ada County Recorder's Office as Instrument No. 2014-063691.

(ff) On or about August 7, 2014, the Eighth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens Orchard/Grove Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2014-063697.

(gg) On or about November 6, 2014 a Plat Map depicting Center Community Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2014-090571.

(hh) On or about November 19, 2014 the Ninth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens

Orchard/Grove Subdivision was recorded in the Ada County Recorder's Office as Instrument No. 2014-093979.

(ii) On or about September 30, 2015, a Plat Map depicting Oak Leaf Subdivision No. 2 was recorded in the Ada County Recorder's Office as Instrument No. 2015-090712.

(jj) On or about December 18, 2015, the Fourth Amendment to Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for SpurWing Greens was recorded in the Ada County Recorder's Office as Instrument No. 2015-115112.

(kk) The Orchard/Grove Sub-Association and Estates Sub-Association, by and through their Boards of Directors and Members, consistent with their articles of incorporation, bylaws and the Original Declaration, as amended (including any amendments not referenced herein)(collectively "Governing Documents"), hereby adopt this Restated Declaration and agree to merge with the Master Association according to the plan of merger described herein.

(ll) The Master Association and both Sub-Associations have previously operated as related, but separate entities. In recent years the members of the community and directors from all three Boards of Directors have realized the advantage of operating the entire community in a more uniform cooperative manner. Therefore, in accordance with the Governing Documents and Idaho Code § 30-30-802 and 803, the Board of Directors and Members of the Master Association, Orchard/Grove Sub-Association, and Estates Sub-Association, hereby authorize filing with the State of Idaho the Articles of Amendment and Merger previously approved by the Boards of Directors of each Association.

Certification

By signing below, the Presidents and Secretaries of the Board of Directors for each Association hereby certify that each Association has obtained the approval and written consent of Owners from each Association holding at least sixty-six and sixty-seven hundredths percent (66.67%) of the total voting power of each respective Association, in accordance with Article XII Section 12.02 of the Original Declaration, as amended, and the Idaho Non-profit Corporation Act, Idaho Code § 30-30-803, approving and consenting to the recording of this Restated Declaration and the filing of the Articles of Amendment & Merger.

PLAN OF MERGER & COVENANTS

1. Recitals. The above Recitals are incorporated herein by reference and made a part these plans and covenants ("Plan of Merger").

2. Global Nature. This Plan of Merger and Restated Declaration are intended to amend and restate all prior documents affecting the Subdivision, so that each and every lot therein, and owners of said lots are subject to the same Governing Documents, and any omission in referencing prior documents or description of real property subject to this Restated Declaration, within the Subdivision, shall be deemed as scrivener's error, and the Master Association shall retain authority to file and record such subsequent documents as may be necessary to effectuate the purpose of this Plan of Merger and Restated Declaration.

3. Authorization. The individuals signing for the respective Associations make the following representations: (i) he/she has read the Restated Declaration, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Restated Declaration acting in said capacity.

4. Conflicts. In the case of any conflict among the new governing documents the provisions of this Restated Declaration shall in all respects govern and control.

5. Plan of Merger. As set forth herein and consistent with Idaho Code § 30-30-802 and 803, the Boards of Directors for SpurWing Greens Master Association, Inc., SpurWing Greens Orchard/Grove Sub-Association, Inc., and Estates at SpurWing Greens Homeowners' Association, Inc. have set forth the requisite information and approvals in order to merge the Sub-Associations into and with the Master Association.

6. Surviving Corporation. As of the later date this Restated Declaration is recorded and the Articles of Amendment and Merger are filed, SPURWING GREENS MASTER ASSOCIATION, INC. shall be the sole non-profit corporation and homeowners association for the Subdivision, and its current Board of Directors shall continue to serve, as set forth in the amended and restated bylaws approved herewith.

7. Amendment to Articles. The Boards of Directors and requisite Owners of the Association have, in conjunction with providing approval for this Restated Declaration, approved the Articles of Amendment and Merger to be filed with the State.

8. Membership & Voting Rights. All Owners within the Subdivision shall have voting and membership rights, as set forth in this Restated Declaration.

9. Orchard/Grove Sub-Association Accounts & Operations. Any Orchard/Grove Sub-Association accounts and assets shall be joined with the Master Association. The Board of Directors for the Orchard/Grove Sub-Association is hereby authorized to take such necessary actions to wind up any outstanding business.

10. Estates Sub-Association Accounts & Operations. Any Estates Sub-Association accounts and assets shall be joined with the Master Association. The Board of Directors for the Estates Sub-Association is hereby authorized to take such necessary actions to wind up any outstanding business.

11. Cooperation. The Boards of Directors and Members of the Associations hereby authorized each respective Board of Directors to take such necessary action, and agree to execute and deliver such additional documents, deeds and/or approvals that may be reasonably necessary or appropriate, to effectuate, consummate or perform any of the terms, provisions or conditions of this merger.

12. Severability. Each of the covenants contained in this Restated Declaration shall

be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

NOW, THEREFORE, the Associations hereby make and execute this Restated Declaration, which shall be effective as of its recording date.

**AMENDED AND RESTATED MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS MASTER ASSOCIATION, INC.**

October 19, 2020

**AMENDED AND RESTATED MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SPURWING GREENS MASTER ASSOCIATION, INC.**

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**NOTICE TO POTENTIAL
BUYERS AND OWNERS**

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER WITHIN THE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE PROPERTY OWNERS AND RESIDENTS.

THE MASTER ASSOCIATION (AS DEFINED HEREIN) HAS NUMEROUS DUTIES AND RESPONSIBILITIES THAT REQUIRE EXPENDITURES BY THE MASTER ASSOCIATION, SOME OF WHICH MAY NOT BE KNOWN AT THE TIME AN OWNER ACQUIRES A LOT WITHIN THE SUBDIVISION. THE FUNDS NEEDED TO MEET THESE EXPENDITURES SHALL BE PROVIDED BY ASSESSMENTS ON THE OWNERS. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER, INCLUDING, BUT NOT LIMITED TO THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE SUBDIVISION, SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS MASTER DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY SPURWING GREENS MASTER ASSOCIATION, INC. ("Master Association") SHALL CONTROL.

SPURWING GREENS IS NOT IN ANY WAY RELATED TO THE ADJACENT DEVELOPMENT OF THE CLUB AT SPURWING, INC., SPURWING COUNTRY CLUB, AND/OR THE SPURWING SUBDIVISION. AN OWNER, HOWEVER, BASED ON THIS SUBDIVISION'S AGREEMENTS WITH THE ABOVE, MAY BE ENTITLED TO USE CERTAIN FACILITIES FROM TIME-TO-TIME, AND ONLY SUCH FACILITIES AS HEREIN SPECIFIED, ASSOCIATED WHOLLY OR PARTIALLY WITH SPURWING COUNTRY CLUB, SOLELY BASED ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE AGREEMENTS WITH THE ABOVE.

ARTICLE I
DECLARATION

The Owners hereby declare that the Subdivision and each Lot (as defined herein) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Subdivision or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon each Owner, and each successor in interest of each, and may be enforced by any Owner, or by the Master Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Master Association (as defined herein) provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City of Meridian, Idaho, applicable to the Subdivision. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

ARTICLE II
DEFINITIONS

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

ACC: The committee(s) created by the Master Association which works on behalf of the Master Association to manage the architectural, building, landscape and other plans for Lots located in the Subdivision.

ACC Rules/ACC Standards: Such rules or standards created by the Master Association through its ACC.

Assessment: A payment required of an Owner of a Lot, including Regular, Special or Limited Assessments or such other fines or charges, including Attorney Fees and Costs, as provided in this Master Declaration.

Automobiles: Cars, sport utility vehicles, motorcycles, motorized scooters, and/or standard size pick-up trucks and/or vans, all whether operable or inoperable.

Board or Board of Directors: The duly elected and qualified Board of Directors of the Master Association.

Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such 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, whether complete, substantially complete or partially complete.

By-Laws: The By-Laws of the Master Association, including any amendments thereto duly adopted.

Common Area: All real and personal property interests owned or controlled by the Master Association, or which the Master Association is obligated to maintain, administer, or manage, and the Improvements located therein or thereon, regardless of whether such interest is located within or outside the boundaries of the Subdivision, and any rights associated therewith, including, but not limited to, Lots, easements, licenses, leases, pathways, Lifestyle Memberships, and the rights and obligations associated therewith, as determined from time-to-time, by the Master Association, and/or pursuant to the SCC Documents.

Common Driveway: A driveway used for vehicular access to more than one (1) Lot, as shown on a Plat or otherwise designated in an easement or other document recorded in the official records of Ada County, Idaho, by the Master Association.

Development: Projects undertaken resulting in the improvement of the Subdivision, including landscaping, amenities, construction of roadways, utility services and other improvements.

Estates: All Lots and Blocks on the Plat Map depicting Jayker Subdivision – Phase 1, recorded in the Ada County Recorder’s Office as Instrument No. 2008-108098133 on August 29, 2008. All Lots and Blocks on the Plat Map depicting SpurWing Greens Subdivision No. 1 recorded in the Ada County Recorder’s Office as Instrument No. 2011-111065808 on August 15, 2011. All Lots and Blocks on the Plat Map depicting SpurWing Greens Subdivision No. 2 recorded in the Ada County Recorder’s Office as Instrument No. 2012-112131476 on December 13, 2012. All Lots and Blocks on the Plat Map depicting SpurWing Rim Subdivision recorded in the Ada County Recorder’s Office as Instrument No. 2014-114054244 on July 9, 2014. All Lots and Blocks on the Plat Map depicting Oak Leaf Subdivision No. 2 recorded in the Ada County Recorder’s Office as Instrument No. 2015-090712 on September 30, 2015.

Improvements: All structures and appurtenances to real property, of all kinds and types, including, whether complete, substantially complete or partially complete, including, but not limited to, Buildings, pedestrian pathways, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, pools, restroom facilities, changing rooms,

community center, clubhouse, tennis courts, attached play structures, attached benches, irrigation facilities, storm drainage facilities, sprinklers, and/or lighting, if any. Improvements shall not include those items which are located entirely within the interior of a Building and cannot be readily observed when outside thereof, except for in the case of Common Area owned and/or maintained by the Master Association.

Initial Construction: The physical movement of any soil on a Lot with the intent of constructing Improvements on such Lot.

Lifestyle Memberships: Memberships in the SpurWing Country Club available to Owners within the Subdivision for use of the SCC Facilities, subject to the reasonable and non-discriminatory SCC rules and regulations governing the use thereof. As stated elsewhere herein, the availability of a Lifestyle Membership to an Owner is based on this Declaration and the SCC Documents. An Owner's use of a Lifestyle Membership is paid through the Regular Assessments levied by the Association as adjusted from time-to-time, and it is managed by the Association as a Common Area amenity, subject to modification and/or termination based on the SCC Documents. If the Lifestyle Memberships are no longer available, the Regular Assessments will be adjusted accordingly.

Limited Assessment: An Assessment levied by the Master Association upon an Owner, and/or 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 Master Association (or another Owner as provided in Section 4.16 for Common Driveways) to correct a condition prohibited, to cure an Owner's breach hereunder, or to operate, maintain and/or replace Improvements to Common Area which provide more benefit to certain Lots within the Subdivision.

Lot: A portion of the Subdivision which is a legally described tract or parcel of land within the Subdivision, or which is designated as a lot in a Plat, as such may be adjusted from time-to-time, including any Improvements located on such tract or parcel of land.

Master Association: SpurWing Greens Master Association Inc., the Idaho non-profit corporation, comprised of Members, and which exists for the purposes of providing self-government for the Subdivision, and its committees, if any.

Master Declaration: This instrument as it may be amended and/or supplemented from time-to-time.

Member or Owner: shall mean and refer to the person or persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Ada County Recorder's Office, including buyers under any contract for deed, trustees, managers, members or authorized representatives of entities, trusts and other legal organizations owning a Lot. Notwithstanding, "Owner" or "Member" shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the

Association.

Mortgage: Any mortgage or deed of trust 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 position mortgage or a first position deed of trust on a Lot within the Subdivision.

Mortgagee: The holder of a Mortgage including an assignee(s) thereof, which Mortgage encumbers a Lot within the Subdivision owned by an Owner. Unless 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.

Occupant: Any person, 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.

Owner or Member: Shall mean and refer to the person or persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Ada County Recorder’s Office, including buyers under any contract for deed, trustees, managers, members or authorized representatives of entities, trusts and other legal organizations owning a Lot. Notwithstanding, “Owner” or “Member” shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a “Member” of the Association.

Plat: A final subdivision plat covering a portion of the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, and as the same may be duly amended from time-to-time.

Regular Assessment: An assessment levied by the Master Association against Members, Owners, and/or Lots to provide funds to pay the ordinary estimated expenses of the Master Association, including but not limited to, expenses relating to the Common Area.

SCC: The Club at SpurWing, Inc., an Idaho corporation, which corporation owns and/or controls the SCC Facilities and Tennis Facilities, and its successors and assigns.

SCC Documents: Any and all documents governing the terms, conditions and use of the SCC Facilities and Lifestyle Memberships, as benefitting, assigned, and/or entered into by and between the Master Association and SCC from time-to-time, including, but not limited to that certain Membership Agreement recorded in the Ada County Recorder’s Office as Instrument No. 2014-060562, and any and all reasonable and non-discriminatory SCC Rules and regulations.

SCC Facilities: The SCC pool and clubhouse, Tennis Facilities, and related facilities, as permitted to be used by Owners pursuant to the SCC Documents.

Special Assessment: An assessment levied by the Master Association against Members, Owners, and/or Lots, other than a Regular or Limited Assessment.

Subdivision: The whole of the real property located in Ada County, Idaho described in the foregoing recitals, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

Tennis Facilities: Tennis courts and changing facilities owned and/or leased by SCC and located on the east side of the Subdivision.

Vehicles and Equipment: Excluding Automobiles, all vehicles, recreational equipment, and/or gardening and maintenance equipment, and/or bicycles, and/or riding or moving devices, or any equipment related to the foregoing, including, but not limited to, trailers, mobile homes, larger than standard-size pickup trucks and/or vans, boats, tractors, campers, garden or maintenance equipment, and toys, all whether operable or inoperable.

ARTICLE III **PURPOSE**

The Subdivision is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to ensure proper design, development, improvement, use and maintenance of the Subdivision for the purpose of:

- (a) Ensuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements; ensure
- (b) The prevention of the erection within the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction;
- (c) Encouraging and ensuring the erection of quality and attractive Improvements appropriately located within the Subdivision to assure visual quality and harmonious appearance and function;
- (d) Securing and maintaining proper set-backs from streets and open areas within the Subdivision and adequate free spaces between Improvements;
- (e) The integration of development of the different Lots by setting common general rules and standards, and empowering the Master Association to establish such additional rules and standards, consistent with this Master Declaration, which may be reasonably necessary to administer the affairs of the Subdivision;

(f) Ensuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem; and

(g) Enhancing and preserving property values.

ARTICLE IV

PERMITTED USES AND PERFORMANCE RULES AND STANDARDS

Section 4.01 Use. Lots shall be used only for residential purposes and such uses are customarily incidental thereto. As used herein and elsewhere in this Master Declaration, “residential” shall mean the following: use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis); and/or (i) a home office provided that such home office does not result in a consistent increase in traffic and demand within the Subdivision as determined by the Board in its discretion; and/or (i) a daycare provided that such daycare does not result in a consistent increase in traffic and demand within the Subdivision as determined by the Board in its discretion. Except as may be approved by the Board as stated above, no Lot shall be used at any time for a use other than a residential use as defined herein, including, but not limited to, any commercial or business activity.

Section 4.02 Buildings. All Lots shall be improved with only one (1) dwelling unit, unless allowed by the zoning ordinance applicable to the Lot. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size cars, with the maximum as determined by the ACC. The minimum square footage of living area within a dwelling unit located on a Lot shall be as provided by the ACC. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

Section 4.03 Approval and Use of Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Subdivision unless and until the plans, specifications and site plan for the Improvements have been reviewed in advance and approved by the ACC.

Section 4.04 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence within the Subdivision. Buildings and Lots, if occupied, must be Owner occupied, and no portion of a Building or a Lot thereof may be leased to an Occupant; however, if an Owner provides sufficient evidence to the Board of an undue hardship caused by the foregoing restriction on leasing, the Board may permit a lease in its discretion. No noxious or offensive nuisance shall be conducted on any Lot which may be or become an unreasonable annoyance or nuisance to the Occupants of the Lots within the Subdivision (as determined by applicable law and/or the Board in its discretion) by reason of: (i) activities by any person; (ii) by reason of unsightliness; and/or (iii) the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No garage sales shall be conducted within the Subdivision, except those that are sponsored by the Master Association (“Community Garage Sale”).

Section 4.05 Set-Backs. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Meridian, Idaho, applicable to the Subdivision (except as may be modified by a conditional use permit issued by the City of Meridian, Idaho), or (ii) the ACC, whichever requires the greater distance. The ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

Section 4.06 Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot or the exterior of any structure thereon, except that such devices one (1) meter in diameter, or smaller, shall be permitted only on the side and rear portions of the roof or structure.

Section 4.07 Easements. There is hereby reserved for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and/or for the use and benefit of the Master Association, and their successors and assigns, as specifically provided for herein, the following easements, under, over, on, through and across the applicable areas of the Subdivision:

- (a) **Public Utilities.** To benefit all of the above, for the purpose of installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on a recorded Plat for any portion of the Subdivision;
- (b) **Water Drainage.** To benefit the Master Association, for the purpose of water drainage, including "established" drainage described in Section 4.12, retention, recreation or amenity purposes; and to benefit each Owner, not to exceed one foot (1') as between each Lot;
- (c) **Access to Common Areas.** To benefit the Master Association, for the purpose of access through those portions of Lots contiguous to any Common Area to maintain, repair, replace and restore landscaping and any other Improvements within the Common Area, including, but not limited to, a sprinkler system which may be installed to irrigate any landscaping located on a Common Area;
- (d) **Encroachment.** To benefit the Master Association, and to each Owner, for the purpose of encroachment, reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner;

- (e) **Common Driveways**. To benefit the Owners of Lots using a Common Driveway, for the purpose of permitting shared vehicular and pedestrian access, and ingress/egress, over such Common Driveway, and the right to repair, maintain and replace such Common Driveway; and
- (f) **Plat**. To benefit all of the above, for the purposes for which they are designated, any additional easements, if any, as shown and designated on a recorded Plat for the Subdivision, or a portion thereof.

Unless otherwise specified herein, or in another recorded document, the easement areas (excluding any equipment or appurtenances owned by the Master Association, or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

Section 4.08 Lighting. Each Owner shall install, and maintain in an operative condition such exterior lighting as shall be required and/or permitted by the ACC.

Section 4.09 Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Subdivision shall be as required and/or permitted by its ACC.

Section 4.10 Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than three (3) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs, cats and other similar pets shall be on a leash when not confined to an Owner's Lot. All pet waste not confined to an Owner's Lot shall be removed by the pet's Owner immediately. Animals that are properly qualified as service or assistance animals, pursuant to the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, may be exempted from certain restrictions contained herein. Notwithstanding, the Board may adopt Rules with respect to specific requirements and information needed to properly apply to the Board for an accommodation for a service or assistance animal, including requiring the wearing of vests while outdoors, equal application of leash rules and other requirements.

Section 4.11 Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Subdivision.

Section 4.12 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by its ACC before Initial Construction. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any

grade(s), berms or swales should be an integral part of the grading design. Water may drain or flow into the drainage swales, if any, located on each Lot or within the public rights-of-way within the Subdivision but otherwise shall be contained on-site on such Lot (meaning it shall not be allowed to drain or flow upon, across or under adjoining Lots), unless an express written easement for such purpose exists. There shall be no interference with the established drainage pattern over any portion of the Subdivision, unless an adequate alternative provision is made for proper drainage and is first approved in writing by its ACC. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Subdivision, or that drainage which is shown on any plans approved by its ACC, which may include drainage from a Common Area Lot over any Lot within the Subdivision. The Owner of any Lot, in which grading or other work has been performed pursuant to a grading plan approved by its ACC, shall maintain and repair all graded surfaces, drainage structures, means or devices within the Lot which are not the responsibility of the Master Association or any governmental entity.

After the Initial Construction on a Lot, an Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot, including the drainage swales, if any, located in the public right-of-way adjacent to such Lot, which will affect or change the drainage on a Lot or any other Lot within the Subdivision, without the prior written approval of its governing ACC.

Section 4.13 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows covered or glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition;
- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot (hereafter "Street Landscape Buffer"), as required by Section 4.25, below, said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot as required herein;
- (c) All damage to any Improvements shall be repaired as promptly as is reasonably possible;
- (d) A Building which is vacant for any reason shall be kept locked and the windows covered or glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration;
- (e) All structures, facilities, equipment, objects and conditions determined by the Master Association, in its sole discretion, to be offensive, shall be enclosed within an approved

structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view;

- (f) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view;
- (g) Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the Master Association, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration. If such event or condition is not promptly corrected by the Owner, the Master Association shall have the right to correct the same pursuant to subsection (h), below; and
- (h) In the event that any Owner shall permit any Improvement, including any landscaping, and/or fencing, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Master Association for the cost thereof, including attorney fees and costs for any demand, notice or other legal action taken pursuant to this provision. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Master Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article VIII of this Master Declaration.

Section 4.14 Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Master Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

Section 4.15 Screening of Automobiles, and Vehicles and Equipment.

- (a) The primary purpose of the garage required on each Lot is for the parking and storage of Automobiles. A minimum of two (2) off-street parking spaces for Automobiles shall be provided on each Lot. No other use of a garage which 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. The Owner shall provide sufficient garage space or other enclosed parking approved by its ACC for all Automobiles used by the Occupants of a Lot, which Automobiles, whether operative or non-operative. Automobiles shall be kept within the garage on a Lot, except for the following: (i) actual use; and/or (ii) temporary periods of no more than seventy-two (72) consecutive hours in connection with actual use.

- (b) Vehicles and Equipment shall be kept at all times in an enclosed structure, and at no time shall any such Vehicles or equipment be parked or stored on a Lot in public view or on a public or private right-of-way within the Subdivision except: (i) when in actual use; and/or (ii) for a temporary period of no more than twenty-four (24) consecutive hours in connection with actual use.

Section 4.16 Driveways. Driveways, including Common Driveways, must be in the location indicated on the Plat or as otherwise designated in an easement or other document recorded in the official records of Ada County, Idaho, by the Master Association. The Owners of Lots which benefit from a Common Driveway shall share equally in the costs of maintenance, repair, and replacement of such Common Driveway. The determination of whether to incur a cost for maintenance, repair and replacement shall be made by a majority of the Owners benefitting a Common Driveway; provided that such Common Driveway must be maintained to the rules and standards set forth in Section 4.13. If an Owner makes a determination that the aforementioned standard is not being met, the Owner may submit such determination and supporting evidence to the Board for review, and the Board shall hold a hearing upon notice to all affected Owners, and the Board shall determine whether such maintenance, repair and/or replacement is or was necessary to meet the applicable rules and standards, as determined by the Board in its reasonable discretion. If the Board determines such maintenance, repair and/or replacement is or was necessary, and an Owner who undertakes and pays for the maintenance, repair and/or replacement at reasonable cost and does not receive reimbursement from a benefitted Owner, the Board may, in its sole discretion, levy a Limited Assessment for the benefit of the paying Owner(s) for such amount not paid using the process described in Section 4.13(h), and/or revoke privileges and/or assess fines until such payment is made. If the Board receives payment to release the Limited Assessment, the Board shall transmit such payment to the paying Owner. Additionally, the paying Owners shall have all remedies under this Master Declaration, including injunctive relief, and any and all remedies at law or in equity. This Section is in addition to, not in lieu of, the Master Association's right to enforce this Master Declaration with respect to the Common Driveways.

Section 4.17 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

Section 4.18 Exterior Materials and Colors. All exterior materials, finishes and colors shall be approved by the applicable ACC.

Section 4.19 Vehicles. The use of Automobiles and Vehicles and Equipment shall be subject to the Master Association rules and standards, which may prohibit or limit the use thereof within

the Subdivision, provide parking regulations and other rules regulating the same.

Section 4.20 Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the applicable ACC, except for heat pumps or similar appliances shown on the plans approved by the governing ACC.

Section 4.21 Mailboxes. The US Postmaster and the Master Association shall have the right to approve mailbox locations and design.

Section 4.22 Signs. No signs shall be displayed by an Owner to the public view on or from any Lot or in the Common Area except as provided herein. Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat, "For Sale" sign of not more than five (5) square feet thereon. Signs for temporary personal political endorsement are allowed during election years. Signs advertising the name of the builder may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purpose are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Subdivision shall be permitted, provided the same is approved by the Master Association prior to installation.

Section 4.23 Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Master Association; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the Master Association therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose shall not be deemed to be subdividing of a Lot within the prohibition contained herein.

Section 4.24 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. The type, design, material and finish of all privacy fences shall be as specified in the ACC rules and standards, it being the intent of the Master Association that all such privacy fencing shall present, to the extent reasonably practicable, a uniform appearance throughout a portion of the Subdivision covered by the applicable ACC rules. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Meridian, Idaho, applicable to the Subdivision.

Section 4.25 Landscaping. The following provisions shall govern the landscaping of Lots within the Subdivision:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the applicable ACC. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with

the approved plan;

- (b) Each Owner shall be required to landscape the Street Landscape Buffer (as defined in Section 4.13(b), above), unless prohibited by a governmental authority, which landscaping shall be included in the landscape plan to be submitted to and approved by the applicable ACC. Notwithstanding the foregoing, the Master Association shall have the right, if deemed necessary by the Master Association to assure uniformity in and/or compatibility of the landscaping within the Street Landscape Buffer, to adopt its own rules and standards which shall specify the nature, type, extent and design of the landscaping therein, and, if so adopted, the rules and standards shall be binding upon the Owners;
- (c) All required landscaping on a Lot shall be installed within thirty (30) days after “substantial completion” of the Building on the Lot, with a reasonable extension allowed for weather. As used herein, “substantial completion” of the Building shall mean the Building meets the requirements to obtain a certificate temporary occupancy, regardless of whether such certificate is actually obtained; and
- (d) Each ACC shall set forth the initial minimum landscaping required on each Lot.

Section 4.26 ACHD Storm Water Drainage System. The following provisions shall govern storm water drainage within the Subdivision:

- (a) **Master Easement**. Lot 1, in Blocks 1, 2, 8, 9, 11, 15, 18 and 20, and Lot 12, Block 12 of Jayker Subdivision, Phase 1 are servient and contain the Ada County Highway District (“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, and that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259, official records of Ada County, and incorporated herein by this reference as 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. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.
- (b) **Established Drainage**. There shall be no interference with the established drainage pattern over any portion of the Subdivision, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable architectural committee and ACHD. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Subdivision is completed, or that drainage which is shown on any plans approved the applicable architectural committee and ACHD, which may include drainage from Common Area over any Lot in the Subdivision.

- (c) **Maintenance**. The storm water drainage system shall be maintained according to the Jayker Subdivision Storm Water Operation and Maintenance Manual published March 4, 2008, and revised March 11, 2008, recorded as Instrument No. 111058313 on July 21, 2011, as it may be amended from time-to-time. ACHD may: (i) make emergency repairs to the storm drainage system; and (ii) inspect the storm water drainage system for maintenance compliance from time-to-time. Except for emergency repairs for which ACHD will provide as much notice to the Master Association as practicable, ACHD may correct maintenance deficiencies and assess the reasonable cost of the same against real property within the Subdivision, provided that ACHD gives the Master Association written notice listing the specific maintenance deficiencies and thirty (30) days to cure such deficiencies from receipt of the notice.
- (d) **Amendments**. This Section 4.26 may not be materially altered or amended without ACHD's consent.

Section 4.27 Adoption of ACC Rules/ACC Rules and Standards. The Master Association shall have the power to create architectural control committees and rules and standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Subdivision deemed necessary or desirable by the Master Association to carry out the purposes of this Master Declaration. Any and all rules and standards created by the Master Association, and/or their committees, shall be consistent with the provisions of this Master Declaration. Consistent with Idaho Code § 55-115(4), the Master Association may create rules for the location where solar panels or solar collectors may be installed on roofs as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south; and such rules for the installation of solar panels or solar collectors consistent with an applicable building code or to require that panels or collectors be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material; or such other rules and restrictions as may be consistent with any future provision of Idaho law impacting the location and installation of solar panels or solar collectors.

ARTICLE V

SPURWING GREENS MASTER ASSOCIATION INC.

Section 5.01 Organization of Master Association. SpurWing Greens Master Association Inc. is organized as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration, as may be amended from time-to-time. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

Section 5.02 Members. Each Owner shall be a member of the Master Association. Membership in the Master Association shall be appurtenant to and inseparable from a Lot owned by an Owner. A membership or any interest in the Master Association shall not be transferred, assigned, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the

transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Master Association.

Section 5.03 Classes of Membership. The Master Association shall have one (1) class of membership. All Owners shall be Members of the Association. Each Lot, excluding Common Area, shall have one (1) vote associated with the Lot, which vote may be exercised by the Lot Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. Only an Owner that is current on all assessments and/or other fees shall be deemed in good standing and entitled to vote at any annual or special meeting.

Section 5.04 Board of Directors and Officers. The affairs of the Master Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time-to-time. Only an Owner that is current on all assessments and/or other fees shall be deemed in good standing and entitled to run for a Board director position.

Section 5.05 Powers of Master Association. The Master Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Master Declaration, and to do and perform any and all actions which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Master Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration;
- (b) **Right of Enforcement.** The power and authority from time-to-time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Master Declaration, Master Association rules and standards, or a Plat, and to enforce by mandatory injunction or otherwise, all provisions thereof;
- (c) **Delegation of Powers.** The authority to create and/or permit, and/or delegate its power and duties, to committees, and/or other types of sub-associations, its officers, employees, or to any person, firm or corporation to act as manager, and to pay to such

- manager such compensation as shall be reasonable, and to create rules and standards;
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Master Association shall be personally liable to any Member and/or Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Master Association, the Board, its officer, a manager or any other representative or employee of the Master Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct;
- (e) **Master Association Rules.** The powers to adopt, amend, and repeal such rules and regulations as the Master Association deems reasonable. Such rules shall govern application and interpretation of this Master Declaration and the use by Owners and Occupants or any other person of easements, public rights-of-way within the Subdivision, Common Area and other property owned or controlled by the Master Association; provided, however, Master Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Master Declaration. A copy of Master Association rules as they may from time-to-time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such delivery said Master Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between a Master Association rule or any provision of the Articles, By-Laws or this Master Declaration, the conflicting provisions of the Master Association rules shall be deemed superseded to the extent of any such inconsistency;
- (f) **Enforcement/Complaints.** The Master Association is empowered to inspect all Lots to determine whether an Owner is in compliance with this Master Declaration. The Master Association is empowered to receive from a Master Association committee or other Owners ("Complainant") complaints in writing involving alleged violations of the Master Declaration, the Articles, By-Laws and/or Master Association rules and standards. The Master Association, in its discretion, may use its powers to enforce a violation against an Owner.
- (g) **Emergency Powers.** The Master Association, or any person authorized by the Master Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Master Association unless said entry was necessitated by a condition caused by the Owner or Occupant;
- (h) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third

party such licenses, easements, rights-of-way or fee title in, on, though, under or of the Common Area and/or the Subdivision as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

(i) Underground lines, cables, wires, conduits and other devices for the transmissions of any utility or other service;

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

(iii) Any similar public or quasi-public improvements or facilities; and

- (i) **Fiscal Year**. The Board shall have the right to elect a fiscal year for the Master Association instead of a calendar year for budget, Assessment and accounting purposes.
- (j) **Imposing Fines**. Consistent with Idaho Code § 55-115(2), establish rules, schedules and procedures for imposing fines; or establish rules, schedule and procedures consistent with any future provision of Idaho law impacting the authority of the Master Association to impose fines.

Section 5.06 Duties of Master Association. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Master Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties, unless otherwise delegated to another party as permitted herein:

- (a) **Operation and Maintenance of Common Area**. The Master Association shall operate, maintain, repair and replace the pressurized irrigation system serving the Common Area. The Master Association shall also perform, or provide for the performance of, the operation, maintenance and management of the Common Area, if any, owned or controlled by the Master Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, and the maintenance, management, repair or replacement all other property owned or controlled by the Master Association, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Subdivision, whether recorded or unrecorded;
- (b) **Taxes and Assessments**. Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Master Association or against the Master Association and/or any property owned by the Master Association. Such taxes and assessments may be contested or compromised by the Master Association; provided, however, that they are paid or a bond insuring payment is

posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Master Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Master Association in the event that the Master Association is denied the status of a tax exempt corporation;

(c) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Master Association;

(d) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

(i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Master Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Master Association;

(ii) Comprehensive public liability insurance insuring the Master Association, the Board, officers and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Master Association or easement areas under the control of the Master Association. The limits of liability of such coverage shall be as determined by the Board of Directors;

(iii) If elected by the Board, full coverage directors and officer's liability insurance in an amount determined by the Board;

(iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Master Association's functions or to insure the Master Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Master Association funds or other property;

(v) The Master Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith; and

(vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Master Association.

- (e) **Administration Fees - Costs.** Pay to any entity managing the Subdivision as appointed by the Master Association, so long as the entity manages the Master Association, all actual out-of-pocket costs paid or incurred by the entity in the management and administration of the affairs of the Master Association plus an administrative fee equal to current market fees as are typically charged for such management and administration for similar properties in Meridian, Idaho, and which administrative fee shall be compensation to the entity for the services provided to the Master Association;
- (f) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same is located within or without the boundaries of the Subdivision;
- (g) **Rule Making.** Make, establish, create, amend and repeal Master Association rules and standards;
- (h) **Architectural Control Committee.** Appoint and remove members of the ACC, all subject to the provisions of this Master Declaration; and
- (i) **Enforcement of Restrictions and Rules.** Perform such other reasonable acts, whether or not expressly authorized by this Master Declaration, to enforce any of the provisions of this Master Declaration and the Master Association rules for which enforcement is desirable as determined by the Master Association.

Section 5.07 Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Improvements located on a Common Area, the drainage swales, if any, located thereon within the public right(s)-of-way within the Subdivision, or any other Improvement, property or facility required by this Master Declaration to be maintained, repaired or replaced by the Master Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Master Association from the funds of the Master Association obtained by Regular or Special Assessments against the Lots within the Subdivision which are served thereby. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Subdivision served thereby on an equal basis or as described in Article VII. The Master Association shall have the right to establish a reserve account to implement the purposes of this Master Declaration, and the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment shall be determined by the Board. The Board shall have the right to place all funds collected in an interest-bearing account in an appropriate financial institution. In the event the Master Association does not have adequate funds to pay the cost and expenses deemed by the Master Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

Section 5.08 Budgets and Financial Statements. Financial statements for the Master Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed at the Master Association's annual meeting; and
- (b) The Master Association, or its agent, shall cause to be prepared and delivered at the Master Association's annual meeting, a balance sheet as of the last day of the Master Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Master Association for that fiscal year.

ARTICLE VI
ASSOCIATION PROPERTY

Section 6.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (a) **Articles, etc.** The provisions of the Articles and By-Laws of the Master Association applicable to the Lot, this Master Declaration and the rules, regulations and rules and standards promulgated thereunder. Each Owner, in using the Master Association properties, shall comply with the same;
- (b) **Suspension of Rights.** The right of the Master Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Master Association or other violation of this Master Declaration;
- (c) **Dedication.** The right of the Master Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in the Subdivision;
- (d) **Conveyance of Common Area.** Except as provided in subsection (c), above, no portion of the Common Area shall be conveyed by the Master Association unless the Board of Directors of the Master Association determines that such conveyance is in the best interests of the Subdivision, which determination shall be made following a regular or special meeting of the Members of the Master Association at which meeting the proposed conveyance is presented by the Board of Directors and the Members have the opportunity to present testimony in support of or against such proposed conveyance;
- (e) **Mortgage of Common Area.** No portion of the Common Area shall be mortgaged by the Master Association without the prior approval of at least two-thirds (2/3rds) of the Members, which approval may be obtained in writing or by a vote of the Members at a meeting called for such purpose.

- (f) **Lifestyle Memberships**. Each Owner understands that the Lifestyle Memberships are governed by additional agreements with SCC, as may be supplemented by SCC from time-to-time, which such Owner will be required to meet to use such Lifestyle Membership, and that the duration of such use of the Lifestyle Memberships by the Owners may not be perpetual.

Section 6.02 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the Improvements located on the Subdivision, and/or Located thereon within the public right(s)-of-way within the Subdivision, or any other Improvement, property or facility required by this Master Declaration to be maintained, repaired or replaced by the Master Association, is performed by the Master Association as a result of the willful or negligent action or omission of an Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Master Association and/or the Master Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Master Declaration and may be collected as provided in Article VIII, below.

Section 6.03 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Master Association, insurance proceeds to compensate for damage and destruction shall be paid to the Master Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstructions shall be undertaken.

Section 6.04 Condemnation. If at any time any part of the Common Area or other property owned by the Master Association can be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Master Association. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Master Association; (ii) acquire and/or improve additional properties for the Master Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VII **ASSESSMENTS**

Section 7.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Master Association. All such Assessments, fines or charges, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Additionally, all such Assessments shall also be the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.

Section 7.02 Regular Assessments. Regular Assessments shall be made by the Master Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or controlled by the Master Association and for the performance by the Master 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 Master 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).

The Regular Assessment shall be set by the Board from time-to-time.

Section 7.03 Special Assessments. In addition to Regular Assessments, the Master Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Master Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Master Declaration; and/or
- (b) To cure a deficit in the common and ordinary expenses of the Master Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

Section 7.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Master Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Buffer (as defined in Section 4.13(b), above), and a Common Driveway (as defined in Section 4.13) if such maintenance and repair, completion or removal is necessary to protect the Common Area or any other portion of the Subdivision, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision and/or in violation of Section 4.13, as determined by the Board in its discretion, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of

the Lot owned by said Owner to pay for the cost of such maintenance and repair, completion and/or removal and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, completion, and/or removal and the Assessment therefore;

- (b) **Correction of Violations**. In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of this Master Declaration, shall have the power to enter upon and 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 and attorneys' fees shall be assessed and collected as set for in this Article VIII and Article X of this Master Declaration; and
- (c) **Limited Purpose**. The Master Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Master Association.

Section 7.05 Commencement of Regular Assessments. Regular Assessments of the Master Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner.

Section 7.06 Uniform Rate of Assessments. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Lot, except for those Lots in the Estates which shall pay an additional \$385.00 per year in Regular Assessments per Lot, unless amended by consent of the Members as provided in Section 11.02, herein.

Section 7.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. The Master Association shall bill each Owner directly. If no alternative billing address is provided to the Master Association, in writing, invoices may be sent to the common address of the Lot. Each installment of an Assessment shall be delinquent if not paid within twelve (12) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Regular, Special or Limited Assessments be paid in a lump sum instead of installments.

Section 7.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Master Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time-to-time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with the rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

Section 7.09 Estoppel Certificate. The Master Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Master Association and/or a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Master Association shall have the right to charge a reasonable fee for the certification herein provided.

Section 7.10 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Master Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 7.03, shall be sent to each Owner whose Lot is subject to the levy of such Special Assessment no less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of fifty-one percent (51%) of the Owners, who have voting rights in the Master Association, either in person or by proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of ten percent (10%) of the Owners who have voting rights in the Master Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required.

ARTICLE VIII

ENFORCEMENT OF ASSESSMENTS

Section 8.01 Right to Enforce. The right to collect and enforce payment of the Assessments, fines or charges made by the Master Association is vested in the Master Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments, fines or charges in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, fine or charge, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

Section 8.02 Creation of Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments, fines or charges levied against any and all Lots within the Subdivision pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens (including Mortgages) or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage duly recorded in Ada County, Idaho, including all unpaid obligator advances to be made pursuant thereto, in which the first Mortgagee has been given and made in

good faith and for value, which first Mortgage is of record as an encumbrance against such Lot prior to the recordation of an Assessment claim of lien; and (iii) labor or materialmen's liens, if the same are prior and superior by reason of applicable law. Except as expressly provided in this Section 8.02, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of an Owner for delinquent Assessments as provided for in this Master Declaration.

All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Master Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

Section 8.03 Notice of Assessment. If an Owner fails to pay an Assessment, fine or charge within thirty (30) days of its due date, the Master Association shall prepare a written notice setting forth the type of Assessment, fine or charge, the amount, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Master Association, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Master Association shall prepare and record a Notice of Satisfaction with respect thereto.

Section 8.04 Enforcement. Upon the failure of an Owner to pay an Assessment, fine or charge in accordance with its terms, the Master Association shall have the ability to initiate and conduct judicial and non-judicial foreclosure proceedings with the power of sale as exercised in Deeds of Trust, and all other remedies as permitted by Idaho law. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be charged or levied on it. The Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Owner shall also be required to pay to the Master Association any Assessments against the Lot which shall become due during the period of foreclosure.

Section 8.05 Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, fine or charge, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Master

Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

Section 8.06 Reporting. The Master Association shall provide a Mortgagee with a copy of a Notice of Default as required by Idaho law.

Section 8.07 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Master Association may pursue all other remedies available at law or in equity.

ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE

Section 9.01 Members of the Committee. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

Section 9.02 Appointment. All members of the ACC shall be appointed or removed by the Board. The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

Section 9.03 Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 9.07, below.

Section 9.04 Non-Liability. Neither the Board, ACC, or any member, partner, officer, employee, agent, successor or assign thereof, shall be liable to the Master Association, any Owner or any other person, for any claim, cost, loss, damage or injury arising out of or connected with the performance of the powers, duties and/or responsibilities in this Master Declaration, Articles, By-Laws, ACC Rules/ACC Standards, or actions and documents reasonably related thereto, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application, and/or determinations related to violations and enforcement of such the above described documents and action, including, but not limited to the ACC Rules/ACC Standards. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Master Association, the ACC, or any member thereof, or any officer, partner, employee, agent, successor or assign regarding the above.

Section 9.05 Approval Required. No construction, alteration, modification, removal or

destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Subdivision without the prior express written approval of the ACC.

Section 9.06 Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC. The ACC may not authorize any other variances from compliance with the Master Declaration without the additional approval of the Master Association.

If a variance is granted as provided herein, no violation of this Master Declaration or ACC Rules/ACC Standards, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian, Idaho, application to the Subdivision.

Section 9.07 Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Subdivision, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called “plans and specifications”) prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan**. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all setbacks, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements;
- (b) **Building Plan**. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used;

- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, including the Street Landscape Buffer, which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways, and which will promote water efficient landscape practices in compliance with applicable ACC Rules/ACC Standards; and
- (d) **Evidence of Cost.** Such evidence of the cost of the Improvements as shall be satisfactory to the ACC to assure compliance with the requirements, if any, of the ACC Rules/ACC Standards.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

Section 9.08 Completion Security Deposit. At the time of the submission of the application under Section 9.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hereafter "Completion Deposit"), as such amount is determined by the ACC from time-to-time. The Completion Deposit shall be held by the ACC as security for the completion by the Owner of the Improvements on the Lot as approved by the ACC, as required by for the completion of Improvements, including landscaping. If an Owner meets the completion deadlines and requests return of the Completion Deposit in writing within sixty (60) days after such deadlines have passed, the Completion Deposit shall be returned to the Owner without interest. If the Owner fails to complete such Improvements, and/or fails to request return of such Completion Deposits within such designated periods stated above, the ACC shall have the right to: (a) deduct from such Completion Deposit the amount of any penalties, off-sets and costs as set forth in this Master Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Master Association or a third party to complete or remove such Improvements, as the case may be; and (b) deduct the Inspection Fee(s) payable by an Owner to the ACC from the Completion Deposit. Any remaining Completion Deposit shall be forfeited by Owner, and shall be retained for the Master Association's and/or the ACC's use for any purpose, free and clear of any interest of the Owner.

Section 9.09 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Subdivision as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC,

dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

Section 9.10 Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating the Master Declaration or the ACC Rules/ACC Standards or the approved plans and specifications. The ACC may bring a complaint as proved in Article X.

Section 9.11 Inspection Fee(s). The ACC shall have the right to charge an Owner an inspection fee (hereafter "Inspection Fee") as determined by the ACC from time-to-time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the ACC without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Master Declaration or the ACC Rules/ACC Standards or the approved plans and specifications, and an additional inspection (s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the ACC to an Owner shall be enforceable as a Limited Assessment.

ARTICLE X

ENFORCEMENT OF PROVISIONS

Section 10.01 Right to Enforce. Willful or negligent act or omission of a Member, Owner and/or Occupant to comply with this Master Declaration, or deviate from, or violate the Master Declaration and/or the rules and standards of the Master Association or a Master Association committee, shall subject such Member, Owner and/or Occupant to enforcement actions pursuant to this Master Declaration and as determined by the Master Association from time-to-time, including, but not limited to, the actions identified in Section 10.05. In the case of fines, and/or costs incurred by the Master Association to correct such Member, Owner and/or Occupant's acts or omissions, the Master Association may levy Limited Assessments against the Lots in proportionate amounts on behalf of the Lot associated with such Member, Owner and/or Occupant, based on the procedure provided herein for such Limited Assessments.

Section 10.02 Complaints. In the event the Board receives a written complaint of a violation or deviation from the Master Declaration, and/or Master Association rules and standards, from an Owner, or Master Association committee ("Complainant"), it shall do the following: (i) first confirm the alleged violation involves a Master Declaration issue; and (ii) if so confirmed, determine the validity of such complaint by inspection or otherwise. Should the Board determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof

to the party causing the complaint (“Subject Party”), and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Subject Party conform to either or both of the following directives:

- (a) The Subject Party shall immediately cease the activity which constitutes a deviation or violation; and
- (b) The Subject Party shall adhere to the corrective measures set for in the written notice.

Should the Board determine that there has been no deviation or violation, it shall promptly issue a notice of such determination to the alleged Subject Party and the Complainant.

Section 10.03 Hearing. A Subject Party served with a written notice of deviation or violation by the Board, or a Complainant, shall have the right to request and be heard at a hearing in front of the Board, as determined appropriate by the Board, for the purpose of presenting facts and information. Such hearing must be requested by such party within ten (10) days from the date the written notice of any decision by the Board, or the date of written notice of deviation or violation by the Board, is mailed to the Subject Party and Complainant as evidenced by the records of the Board. The hearing shall be held within ten (10) days following receipt by the Board of the request for a hearing, unless the Board shall extend said period of time because of the unavailability of the Board, as applicable. A hearing may be continued by the Board for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Board shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Board with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the Complainant unless a Subject Party is found to be in violation after such hearing, in which event such Subject Party shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.05, below.

Section 10.04 Appeal. Either a Subject Party or a Complainant shall have the right to appeal to the Board a decision of the Board on an application with respect to the conditions imposed thereon or a denial thereof, reached following a hearing held pursuant to Section 10.03, above, provided, however, that neither a Subject Party nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Subject Party or Complainant has participated in the hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the Board. Said notice of appeal shall be dated and shall contain the name of the Subject Party and the Complainant, if any, and a copy of the written decision or determination of the Board. The failure of a Subject Party or Complainant to appeal a decision of the Board in the manner and within the time herein provided shall terminate all rights of said Subject Party or Complainant to appeal said decision and it shall

be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Board.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly which such a request shall entitle the Board to deny the appeal, in which event the decision by the Board shall be considered final and not subject to further appeal.

At the hearing the Subject Party, and Complainant, if any, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Subject Party and the Complainant, if any, shall have the opportunity to question and cross-examine witnesses presented by the other. The Subject Party and the Complainant, if any, will have the opportunity to present final argument consistent with the rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Subject Party and the Complainant, if any, shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the prior decision of the Board, in which event such costs shall be paid by the Master Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.05, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

Notwithstanding anything to the contrary herein, any informal decisions, actions, or investigations by the Board on a verbal complaint shall be within the sole discretion of the Board, and such decisions, actions or investigations shall not waive any and all processes provided herein by the Board, a Subject Party, or a Complainant, or supersede any requirements for a written complaint herein.

Section 10.05 Enforcement. The Master Association shall have all powers granted to it by the Articles of Incorporation, Bylaws, this Master Declaration and Idaho law to enforce these covenants and restrictions by actions in law or equity brought in the name of the Master Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record liens, foreclose liens by power of sale or otherwise, and initiate other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Idaho law.

(a) The Master Association shall have the exclusive right to initiate enforcement actions in the name of the Master Association. The Master Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Master Association shall have the authority to initiate and compromise claims and litigation on behalf of the Master Association resulting from the enforcement of the Articles of Incorporation, Bylaws, and this Master Declaration and Idaho law. In the event that the Association initiates legal action against a specific Owner or Owners to enforce the same, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessments in any manner authorized in the Articles of Incorporation, Bylaws, this Master Declaration and Idaho law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Articles of Incorporation, Bylaws, this Master Declaration and Idaho law; or when and how to settle or compromise claims.

Section 10.06 Additional Damages. In addition to the costs and expenses to be reimbursed by the Subject Party or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Master Association to correct the same shall be assessed as a Limited Assessment against the Subject Party, and the Lot owned by or associated with the Subject Party and/or the complaint, or the Complainant and/or the Lot owned by associated with the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article VIII, above.

Section 10.07 Non-Exclusive Remedy. The right of the Master Association to levy a Limited Assessment as described above, shall not be deemed to be an exclusive remedy of the Master Association and it may, in its sole discretion, without waiver of any other legal or equitable

remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

Section 10.08 Private Rights. The Master Association shall not mediate or litigate a “private dispute” between Owners. As used herein, a “private dispute” shall mean a dispute to which either of the following apply: (i) the Master Association has determined that there is no violation of this Master Declaration, or other Subdivision or Master Association documents; and/or (ii) in the sole discretion of the Board, the Board determines that neither the interests of the Master Association or a substantial number of the Owners would be benefitted by the Board and/or the Master Association’s mediation and/or litigation of such dispute.

Section 10.09 Inspection Fee(s). The Board shall have the right to charge an Owner an inspection fee (hereafter “Inspection Fee”) as determined by the Board from time-to-time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the Board without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Master Declaration, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the Board to an Owner shall be enforceable as a Limited Assessment.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2040, unless amended as hereafter provided. After December 31, 2040, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

Section 11.02 Amendment. This Master Declaration may be amended as follows:

- (a) **By Members.** The provisions of this Master Declaration, other than this Section 11.02(a) and Section 7.06 Uniform Rate of Assessments, may be amended by an instrument in writing, approved by at least 50% of the total of the votes cast by the Members either in person or by proxy at a meeting of the Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Any amendment to this Section 11.02(a) and Section 7.06 Uniform Rate of Assessments shall require approval by at least 66.67% and 80%, respectively, of the total of the votes cast by the Members either in person or by proxy at a meeting of the Members duly held for such purpose, as certified by the President and Secretary of the Master Association. Amendments complying with this Section 11.02 shall be effective upon recordation with the Ada County Recorder.
- (b) **By Necessity.** The Board shall have the exclusive right, power and authority to amend

this Master Declaration, or any of the Subdivision documents, at any time in its sole discretion, if such amendment is: (i) necessary to bring any provision into compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Subdivision; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

- (c) **Books and Records.** All financial accounting books and records, and meeting minutes of the Board and Master Association, and any other records determined by the Board in its sole discretion, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Master Association, or at such other place and time as the Board shall prescribe.

Section 11.03 Non-Waiver. The failure of the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect. Likewise the grant of a variance by the Board or the ACC shall not create a precedent for future variance requests, and shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

Section 11.04 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

Section 11.05 Indemnification of Board Members. Each member of the Board shall be indemnified by the Members and Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board, or any settlement thereof, whether or not said person is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Master Association, Members or Owners.

Section 11.06 Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either electronically, personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

Section 11.07 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate the provisions of Article III and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

Section 11.08 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 11.09 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners.

Section 11.10 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an Occupant, unless otherwise expressly provided herein.

Section 11.11 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Master Declaration, the Master Association and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Master Declaration or provided by law.

Section 11.12 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Master Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 11.13 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any

such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

Section 11.14 Force Majeure. The period of time provided in this Master Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

Section 11.15 Mediation. The Master Association or Members may, but shall not be required to, submit to mediation or other binding or non-binding dispute resolution process as may be appropriate under the circumstances.

Section 11.16 Water Rights Appurtenant to Subdivision Lands. The Master Association reserves unto itself any and all water rights appurtenant to the Subdivision, and accordingly, Owners of any and all Lots shall have no right, title or interest in any of said water or water rights.

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SpurWing Greens Master Association, Inc.

[Signature]
By: Ricky E Howe
Its: President



STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13 day of October, 2020, personally appeared before me Ricky E Howe who being by me duly sworn, did say that he is a Board Member and President of SpurWing Greens Master Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

SpurWing Greens Master Association, Inc.

[Signature]
By: Ray Betta
Its: Secretary



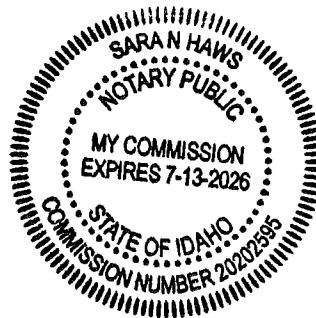
STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13th day of October, 2020, personally appeared before me Ray Betta who being by me duly sworn, did say that he is a Board Member and Secretary of SpurWing Greens Master Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

SpurWing Greens Orchard/Grove Sub-Association, Inc.

[Signature]
By: Ricky E Howe
Its: President



STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13 day of October, 2020, personally appeared before me Ricky E Howe who being by me duly sworn, did say that he is a Board Member and President of SpurWing Greens Orchard/Grove Sub-Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

SpurWing Greens Orchard/Grove Sub-Association, Inc.

[Signature]
By: GARY L. PECKHAM
Its: Secretary



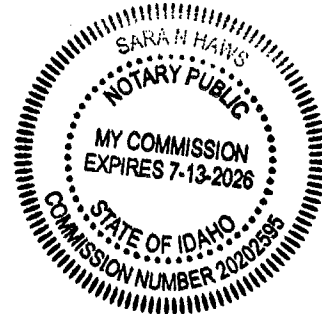
STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13 day of October, 2020, personally appeared before me Gary Peckham who being by me duly sworn, did say that he is a Board Member and Secretary of SpurWing Greens Orchard/Grove Sub-Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

Estates at SpurWing Greens Homeowners' Association, Inc.

Kevin E. Denison
By: KEVIN E. DENISON
Its: President



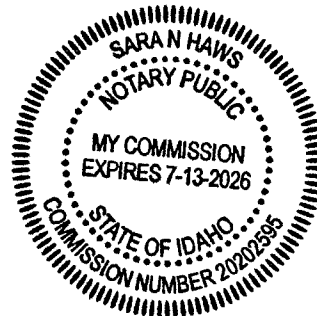
STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13 day of October, 2020, personally appeared before me Kevin Denison who being by me duly sworn, did say that he is a Board Member and President of Estates at SpurWing Greens Homeowners' Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Sara Hawes
Notary Public

Estates at SpurWing Greens Homeowners' Association, Inc.

Ray Beffa
By: Ray Beffa
Its: Secretary



STATE OF IDAHO)
 : ss
COUNTY OF ADA)

On this 13 day of October, 2020, personally appeared before me Ray Beffa who being by me duly sworn, did say that he is a Board Member and Secretary of Estates at SpurWing Greens Homeowners' Association, Inc., an Idaho non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Sara Hawes
Notary Public

EXHIBIT "A"
Legal Description

All Lots and Blocks on the Plat Map depicting Jayker Subdivision – Phase 1, recorded in the Ada County Recorder's Office as Instrument No. 2008-108098133 on August 29, 2008.

All Lots and Blocks on the Plat Map depicting SpurWing Greens Subdivision No. 1 recorded in the Ada County Recorder's Office as Instrument No. 2011-111065808 on August 15, 2011.

All Lots and Blocks on the Plat Map depicting SpurWing Orchard Subdivision No. 1 recorded in the Ada County Recorder's Office as Instrument No. 2011-111069338 on August 26, 2011.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 1 recorded in the Ada County Recorder's Office as Instrument No. 2011-111077681 on September 27, 2011.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 2 recorded in the Ada County Recorder's Office as Instrument No. 2011-111088101 on October 28, 2011.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 3 recorded in the Ada County Recorder's Office as Instrument No. 2012-112055104 on June 8, 2012.

All Lots and Blocks on the Plat Map depicting SpurWing Greens Subdivision No. 2 recorded in the Ada County Recorder's Office as Instrument No. 2012-112131476 on December 13, 2012.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 4 recorded in the Ada County Recorder's Office as Instrument No. 2012-112137259 on December 28, 2012.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 5 recorded in the Ada County Recorder's Office as Instrument No. 2013-113084781 on July 26, 2013.

All Lots and Blocks on the Plat Map depicting SpurWing Grove Subdivision No. 6 recorded in the Ada County Recorder's Office as Instrument No. 2013-113112258 on October 4, 2013.

All Lots and Blocks on the Plat Map depicting SpurWing Orchard Subdivision No. 2 recorded in the Ada County Recorder's Office as Instrument No. 2013-113127382 on November 22, 2013.

All Lots and Blocks on the Plat Map depicting SpurWing Rim Subdivision recorded in the Ada County Recorder's Office as Instrument No. 2014-114054244 on July 9, 2014.

All Lots and Blocks on the Plat Map depicting SpurWing Orchard Subdivision No. 3 recorded in the Ada County Recorder's Office as Instrument No. 2014-063691 on August 7, 2014.

All Lots and Blocks on the Plat Map depicting Center Community Subdivision recorded in the Ada County Recorder's Office as Instrument No. 2014-090571 on November 6, 2014.

All Lots and Blocks on the Plat Map depicting Oak Leaf Subdivision No. 2 recorded in the Ada County Recorder's Office as Instrument No. 2015-090712 on September 30, 2015.

EXHIBIT "B"

AMENDED AND RESTATED BYLAWS FOR SPURWING GREENS MASTER ASSOCIATION, INC.

The following are the Amended and Restated Bylaws of SpurWing Greens Master Association, Inc. ("Bylaws"), an Idaho non-profit corporation ("Master Association"). These Bylaws replace supersede all former bylaws and amendments thereto. Upon passage by the members the Bylaws are binding upon the Master Association and all present and future Owners and/or occupants.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended and Restated Declaration of Covenants, Conditions & Restrictions for SpurWing Greens Subdivision, of even date and recorded in the Official Records of the Ada County Recorder's Office (hereinafter "Declaration"), and as the same may be amended from time to time as therein provided.

ARTICLE II - MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board"). The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least ten percent (10%) of the total eligible votes of the membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Master Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least fifteen (15) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Master Association, or upon the written request by the Master Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Master Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Master Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide additional requirements and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Master Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Master Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Master Association shall accept written ballots. Following this period, the Master Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. All Owners shall be Members of the Association. Each Lot, excluding Common Area, shall have one (1) vote associated with the Lot, which vote may be exercised by the Lot Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. The Master Association shall honor the vote of: a duly authorized trustee or successor trustee of a trust that is an Owner; the duly authorized representative of a legal entity that is an Owner; and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner as though such vote were the vote of the Owner.

ARTICLE III - BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Master Association shall be managed by a Board of Directors composed of no less than four (4) individuals and no more than eight (8). The term of Directors shall be for two (2) years. For the purpose of creating staggered terms, at the first election after the effective date of these Bylaws, one half (1/2) of the Directors receiving the most votes shall serve for two years, and the other half (1/2) shall serve one year terms. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Qualification of Directors. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible to serve as a Director.

Section 3.3 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Dwelling. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.4 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Master Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.5 Compensation. No Director shall receive compensation for any service he may render to the Master Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of his duties.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV - NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors shall be by vote or written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V - MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five

(5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Master Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Master Association in accordance with the provisions of the Governing Documents and Idaho law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Master Association shall be a president, secretary, and treasurer, as designated by the Board.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period,

have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT

Section 8.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Master Association, and such authority may be general or confined to specific instances.

Section 8.2 Loans. Any loan entered into by the Master Association must be in accordance with the Declaration.

Section 8.3 Deposits & Investments. Master Association funds may only be deposited into institutions that are federally insured. The Board may deposit Master Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible votes of the membership prior to the investment.

ARTICLE IX - COMMITTEES

Section 9.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE X - MISCELLANEOUS

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting and the issue upon which the objection was based was perceptible and no objection to the particular procedural issue was made at the meeting.

- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting.
- (c) If the objecting person was not in attendance at a meeting and had actual notice of the meeting before it occurred.
- (d) If the objecting person who was not in attendance at the meeting and did not have proper or actual notice fails to assert the objection within 30 days of receiving notice of the circumstances giving rise to their objection.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Idaho law.

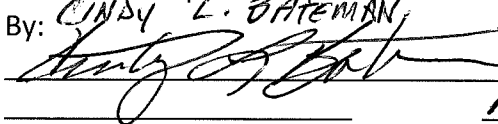
Section 10.4 Fiscal Year. The fiscal year of the Master Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 10.5 Amendment. These Bylaws may be amended by Owners holding at least fifty-one percent (51%) of the total eligible votes of the membership, or by the Board of Directors.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Ada County Recorder, State of Idaho.

SPURWING GREENS MASTER ASSOCIATION, INC.

an Idaho non-profit corporation

By: CINDY L. BATEMAN


Its: President

10/16/2020
Date