

BK 69 pg 7105

PLAT OF SPURWING SUBDIVISION A PORTION OF SECTION 22 & 23, T.4N., R.1W., B.M. ADA COUNTY, IDAHO

ALMADEN ACRES SUBDIVISION 1995

BRANDT SUBDIVISION

BLOCK 2

BLOCK 1

BLOCK 1

BLOCK 1

BLOCK 1

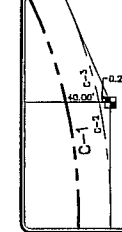
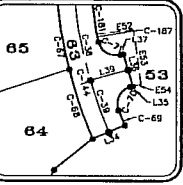
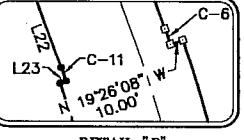
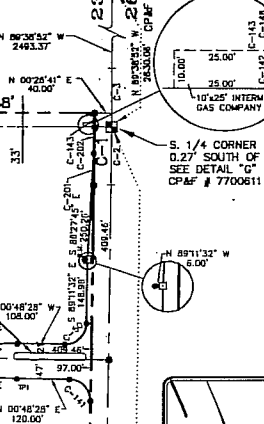
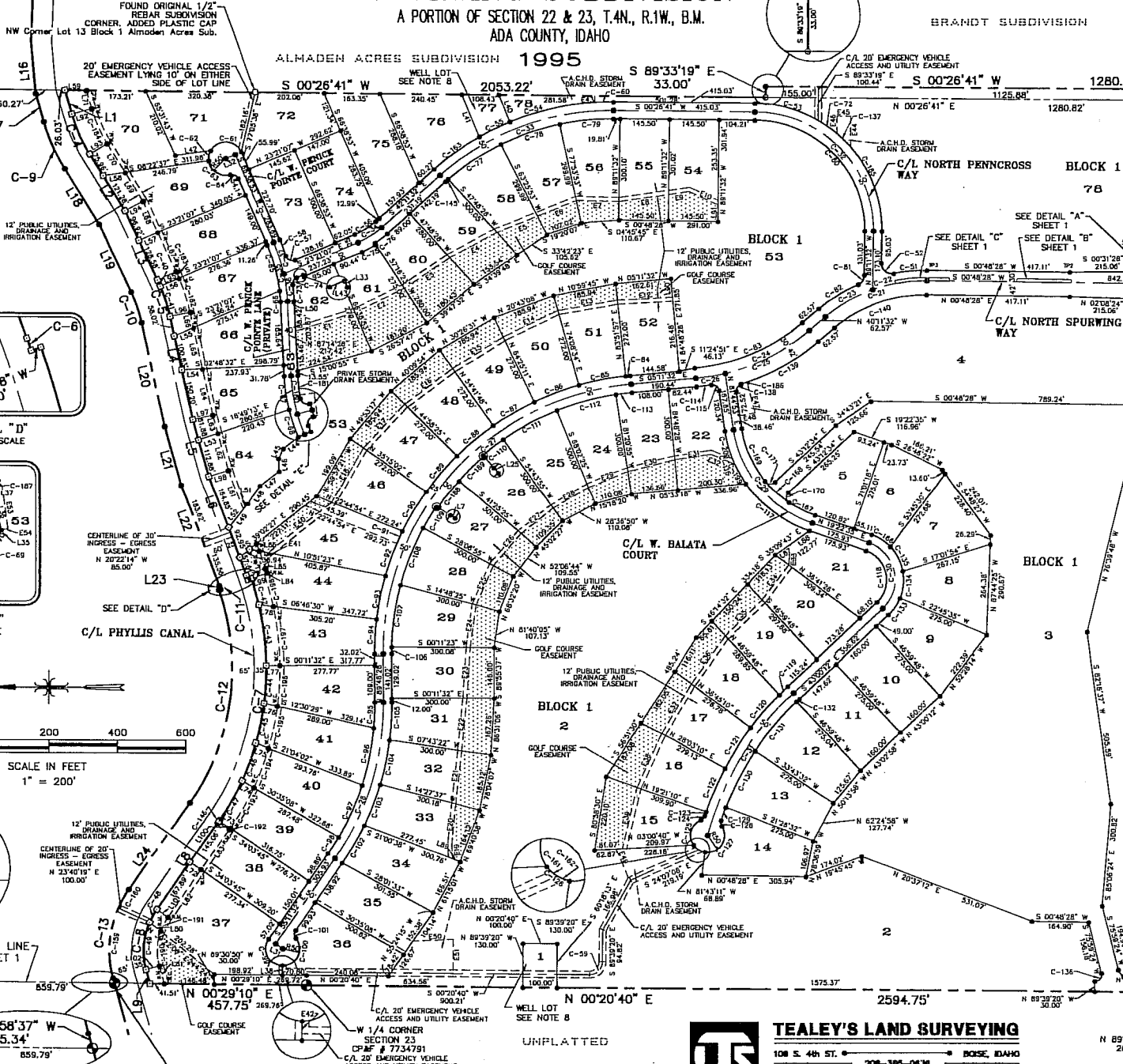
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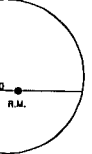
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Government Lot
CTR N 1/16 CORNER
SECTION 23

$S 00^{\circ}26'41'' W$
 $1317.37'$
 $2630.26'$
 $2631.23'$
 $N 85^{\circ}30'42'' W$
 $S 89^{\circ}31'56'' E$
 $N 00^{\circ}29'10'' E$
 $3417.64'$
 $S 74^{\circ}58'37'' W$
 $15.34'$



SCALE IN FEET
1" = 200'



REAL POINT OF BEGINNING
SET BRASS CAP IN 6" X 24" CONC.

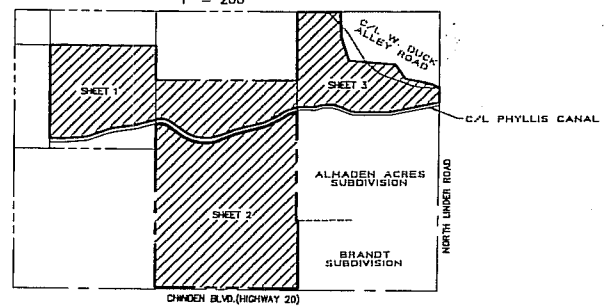
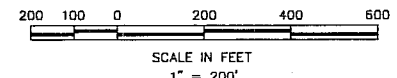
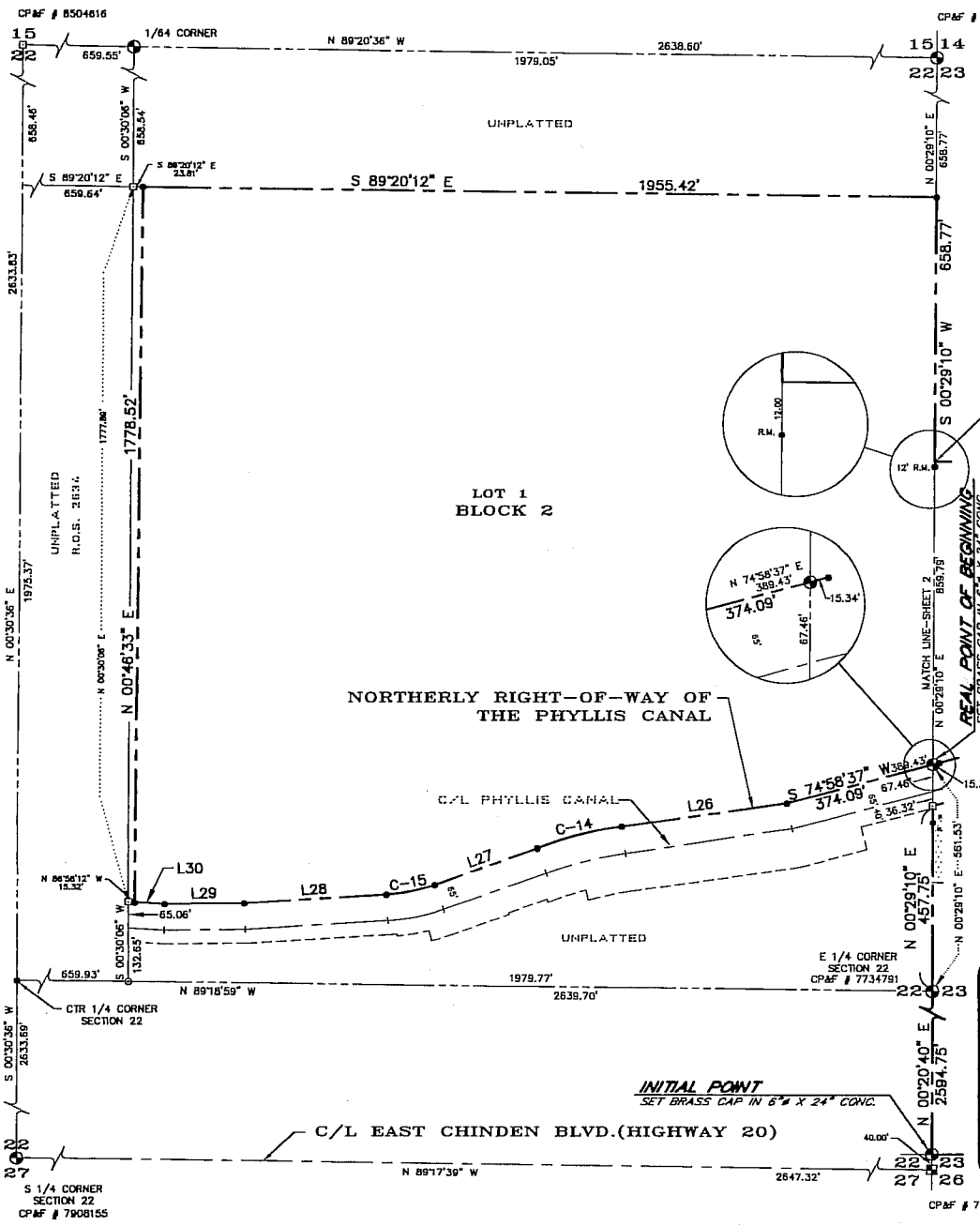
TEALEY'S LAND SURVEYING
108 S. 4th ST. BOISE, IDAHO 208-388-0638
Project No. 1136 Sheet 2 of 5



Surveying jurisdiction in force under Title 50, Chapter 13, Idaho Code.

PLAT OF SPURWING SUBDIVISION

A PORTION OF SECTION 22 & 23,
T.4N., R.1W., B.M.,
ADA COUNTY, IDAHO
1995



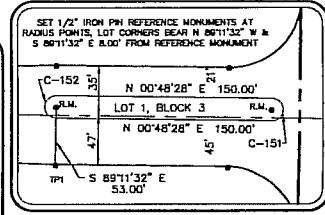
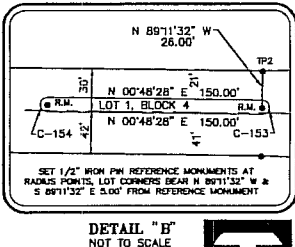
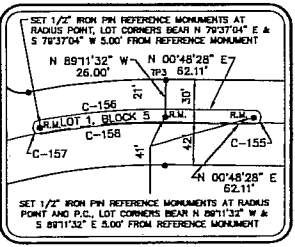
NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT OVER THE TWELVE (12) FEET ADJACENT TO ANY STREET THAT IS DEDICATED TO THE USE OF THE PUBLIC OR PRIVATE USE. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
4. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A TWELVE (12) FOOT PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT ADJACENT TO THE EXTERIOR BOUNDARY LINE, EXCEPT LOTS 2, 13-33, 45-82, BLOCK 1 (SEE SHEET 2 OF 5).
5. SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3808 OF THE IDAHO CODE.
6. A TWELVE (12) FOOT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT IS HEREBY RESERVED LYING SIX (6) FEET ON BOTH SIDES OF EACH COMMON INTERIOR LOT LINE, EXCEPT IN THE GOLF COURSE EASEMENT, NO PUBLIC UTILITIES SHALL BE ALLOWED IN THE GOLF COURSE EASEMENT.
7. LOTS 2, 3, 4, 53, 76, OF BLOCK 1, LOTS 1 & 2 OF BLOCK 2, LOT 1, BLOCK 6 AND LOT 1, BLOCK 7 ARE DEED RESTRICTED LOTS AND MAY ONLY BE USED FOR OPEN SPACE AS DEFINED IN THE NON-FARM DEVELOPMENT SECTION OF THE ADA COUNTY CODE, SECTION 8-48-7 AND IN TITLE 8 CHAPTER 9. THE DEED RESTRICTED LOTS MUST ALSO ONLY BE USED IN THE MANNER SPECIFIED IN THE CONDITIONS OF APPROVAL ISSUED BY THE ADA COUNTY'S DEPARTMENT OF DEVELOPMENT SERVICES. THIS LOT MUST BE USED IN APPROPRIATE MANNER FOR A PERIOD NO LESS THAN FIFTEEN (15) YEARS FROM THE RECORDING DATE OF THIS PLAT. ONE AGRICULTURAL BUILDING, NOT EXCEED 7,000 SQ.FT., WILL BE PERMITTED ON EACH LOT.
8. LOTS 1 & 77 BLOCK 1 ARE DESIGNATED AS WELL LOTS, AND NO SEWAGE DISPOSAL IS PERMITTED WITHIN 100 FEET OF THE WELL.
9. NO BUILDINGS, FENCES, TREES OR SHRUBS SHALL BE ALLOWED WITHIN THE NOTED A.C.H.D. STORM DRAINAGE EASEMENTS.
10. LOT 1, BLOCK 3, LOT 1, BLOCK 4 & LOT 1, BLOCK 5 ARE OPEN SPACE LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. THE REAR YARD SETBACK FOR LOTS 70, 71, 72, 75 & 76, BLOCK 1 IS ESTABLISHED AT 50'. THE EAST 30' OF THIS AREA SHALL BE DEDICATED AS A LANDSCAPE EASEMENT.

INDEX MAP NOT TO SCALE

LEGEND

---	BOUNDARY LINE
--- ---	EASEMENT BOUNDARY
---	CENTER LINE
---	SECTION LINE
⊙	FOUND BRASS CAP
⊠	FOUND ALUMINUM CAP
○	FOUND 5/8" IRON PIN
⊙	FOUND 1/2" IRON PIN
●	SET 5/8" X 30" IRON PIN W/CAP
●	SET 1/2" X 24" IRON PIN W/CAP
W.C.	WITNESS CORNER
R.M.	REFERENCE MONUMENT
⊠	CALCULATED POINT NOT SET
[Hatched Box]	GOLF COURSE EASEMENT
TP1	TIE POINT (No. 1)



DETAIL "A"
NOT TO SCALE

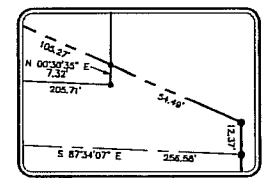
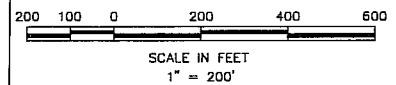
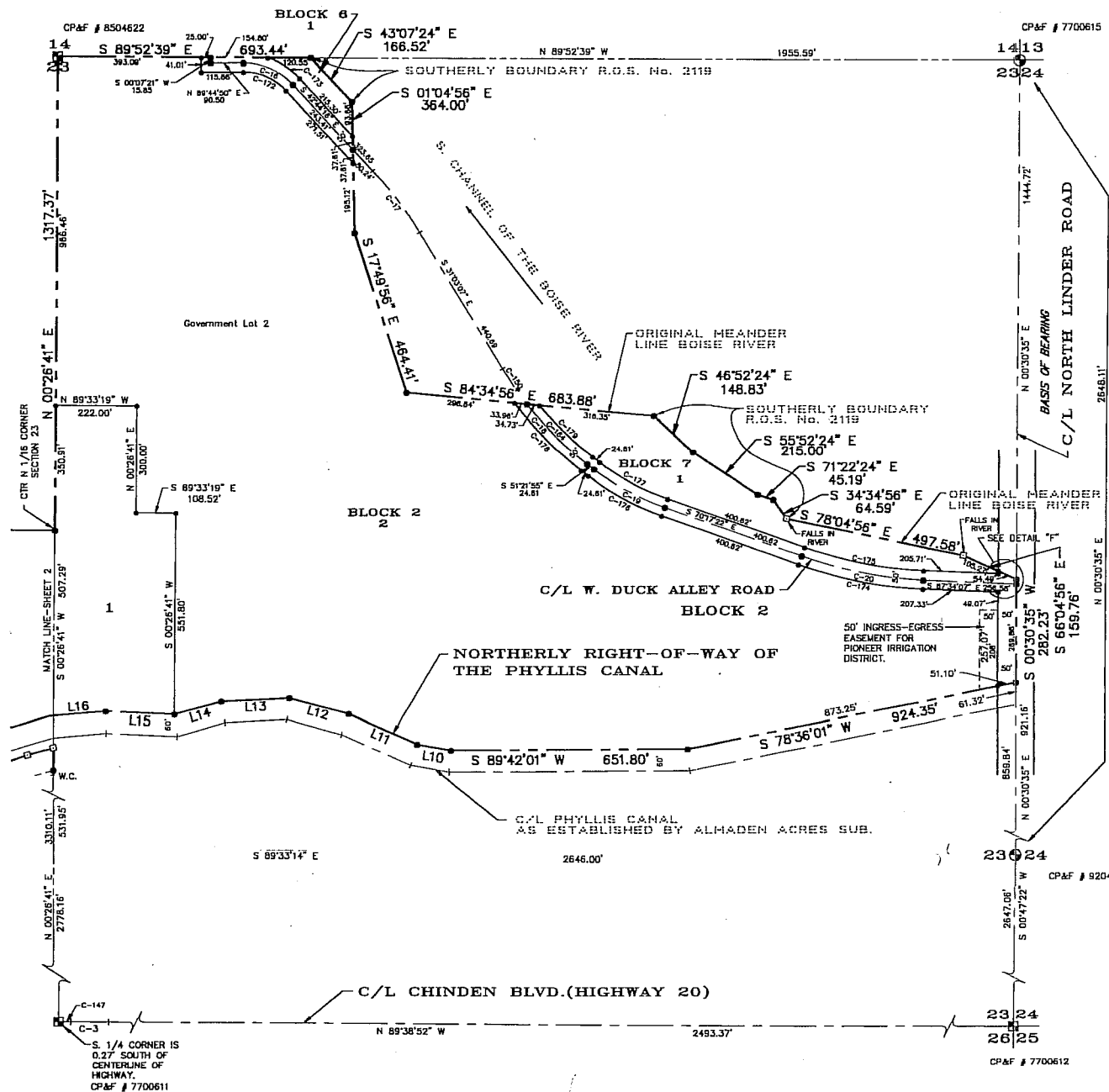
DETAIL "B"
NOT TO SCALE

TEALEY'S LAND SURVEYING
108 S. 4th ST. • 208-385-0638 • BOISE, IDAHO

Sanitary restriction in force under Title 50, Chapter 13, Idaho Code.

PLAT OF SPURWING SUBDIVISION.

A PORTION OF SECTION 22 & 23,
T.4N., R.1W., B.M.,
ADA COUNTY, IDAHO
1995



TEALEY'S LAND SURVEYING
108 S. 4th ST. • 206-365-0838 • BOISE, IDAHO
Project No. 1136 Sheet 3 of 5

95045764
Sealey Land Surveying
ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID
1889000360

'95 JUL 6 PM 1 14
FEE 159.00 DEF *J. Navarro*
RECORDED AT THE REQUEST OF

MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

FOR

SPURWING SUBDIVISION

Dated: July 6, 1995.

MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

FOR

SPURWING SUBDIVISION

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MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

FOR

SPURWING SUBDIVISION

THIS MASTER Declaration of Covenants, Conditions & Restrictions ("Declaration") is made and entered into as of the ____ day of July, 1995, by SPURWING LIMITED PARTNERSHIP, an Idaho limited partnership, its successors and assigns ("Declarant").

WHEREAS, Declarant is the record owner of certain real property in Ada County, Idaho, hereinafter referred to as "Parcel," and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to submit and subject the Parcel and each and every Lot and portion thereof and all common area easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which comprise a part of the "Property" as hereinafter defined) to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein; and

WHEREAS, Declarant desires that the Property be developed in accordance with a master plan and general scheme of development, as from time to time amended and altered by Declarant, as an attractive, exclusive residential development, together with a golf course, and other related facilities, to be collectively known as "Spurwing" ("Project"); and

WHEREAS, Declarant deems it desirable to establish covenants, conditions and restrictions upon the Property and each and every portion thereof and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within the Property; and

WHEREAS, it is desirable for the efficient management of the Project to create an owners association to which should be delegated and assigned the powers of managing, maintaining and administering the Common Areas within the Project and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter created and to perform such other acts as are herein provided or which generally benefit its members, the Project and the owners of any interests therein; and

WHEREAS, Spurwing Homeowners Association, Inc., a non-profit corporation ("Association"), has been incorporated under the laws of the State of Idaho for the purpose of exercising such powers and functions; and

WHEREAS, Declarant desires and intends that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the Project.

NOW, THEREFORE, Declarant, for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title or interest in or to the Property, or any part thereof, irrespective of whether or not referenced in a deed or other applicable instrument of conveyance, and shall inure to the benefit of Declarant, each owner thereof, the Association and each member of the Association.

1. DEFINITIONS. Unless the context clearly requires otherwise, the following terms used in this Declaration shall apply throughout this Declaration. Defined terms appear throughout this Declaration with the initial letter of the term capitalized.

1.1 "Annexation Property" means any additional real property which is annexed to the Property, thereby becoming a part thereof and subject to this Declaration, in accordance with ¶15.

1.2 "Articles" means the Articles of Incorporation of the Association, as such may be amended from time to time, or of any successor to the Association.

1.3 "Assessments" shall include the following:

1.3-1 "Regular Assessments" means the amount which is to be paid by each Member of the Association as such Member's Proportionate Share of the Common Expenses of the Association, as provided in ¶6.3.

1.3-2 "Special Assessment" means a charge against a particular Member or Lot directly attributable to such Member or Lot to reimburse the Association for costs incurred in bringing the Member or the Lot into compliance with the provisions of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, or any other charge designated as a Special Assessment in this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, together with attorneys' fees and other charges payable by such Member pursuant to the provisions of this Declaration, as provided in ¶6.4

1.3-3 "Reconstruction Assessment" means the amount which is to be paid by each Member representing such member's Proportionate Share of the cost to the Association for reconstruction of any portion of the Common Areas, as provided in ¶8.

1.3-4 "Capital Improvement Assessment" means the amount which is to be paid by each Member representing such Member's Proportionate Share of the cost to the Association for the installation or construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize pursuant to the provisions of ¶6.5.

1.4 "Association" means Spurwing Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns.

1.5 "Association Rules" means the rules and regulations adopted by the Association pursuant to ¶4.8.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Building Envelope" means that area which has been designated on each Lot to be used for custom homes approved by the Design Review Committee within which the residential dwelling unit, garages, structures and other improvements may be constructed by an Owner.

1.8 "By-Laws" means the By-Laws of the Association adopted in accordance with the Articles, as such By-Laws may be amended from time to time.

1.9 "Clubhouse Facilities" means the clubhouse and other related facilities which are privately owned by Spurwing Country Club, Inc., or Declarant and operated in conjunction with Spurwing Golf Course.

1.10 "Common Areas" means all real property, easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, if any, and the improvements thereon, which may from time to time be owned or leased by the Association or made available by Declarant expressly for the common use and enjoyment of the

Members or Owners. The Common Areas include, but are not limited to, the Private Roads, if any. Any real property and improvements or amenities thereon, which are described as Common Areas in a Supplemental Declaration shall be deemed to be Common Areas as that term is defined herein for the common use and enjoyment of the Members or Owners, as may be provided, and shall, for all purposes, be integrated into and be deemed to be a part of the Common Areas subject to this Declaration. No part of the Golf Club Facilities are Common Areas.

1.11 "Common Expenses" means the actual and estimated costs incurred by the Association in administering, maintaining and operating the Project, including, but not strictly limited to, the following: maintenance, management, operation, repair and replacement of the Common Areas, including the Private Roads, if any, and all other areas on the Project which are maintained by the Association including street medians, ingress-egress easements, and signs; unpaid Assessments, costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees; the costs of utilities, including, but not limited to water, electricity, gas, sewer, trash pick-up and disposal, landscaping maintenance, CATV and other services which generally benefit and enhance the value and desirability of the Project and which may be provided by the Association; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas; the costs of any other insurance obtained by the Association; reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Association, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repairs and replacement of those Common Areas which must be maintained, repaired or replaced on a periodic basis; the costs of bonding the members of the Board, the President, any professional managing agent or any other person handling the funds of the Association; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof, costs incurred by the Design Review Committee; costs incurred by committees established by the Board or the President; costs of security guards, and operation of guard gates and/or key gates at entrances to the Project, if ever hereafter located in the Project, and any other security systems or services installed, operated or contracted for by the Association; other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas and any other item or items designed by, or to be provided or performed by the Association pursuant to this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

1.12 "Community" means a semi-autonomous and distinctive residential development within the Project which may hereafter be so designated by Declarant or which may be annexed as Annexation Property.

1.13 "Condominium Project" means a horizontal property regime established within the Project pursuant to Idaho law or a townhouse project as may be established pursuant to Idaho law.

1.14 "Condominium Unit" means any apartment, condominium or townhouse as defined in Idaho law, together with its appurtenant interest in the Common Elements located within a Condominium Project.

1.15 "Declarant" means the Spurwing Limited Partnership, its successors and assigns, or any person to whom the Declarant's rights hereunder are assigned by recorded instrument.

1.16 "Declaration" means this instrument, as from time to time amended.

1.17 "Default Rate of Interest" means an annual rate of interest equal to thirteen percent (13%). Notwithstanding anything herein to the contrary, if, during any periods, the highest lawful rate of interest which may be paid by the Person required to pay the Default Rate of Interest hereunder, despite the provisions hereof, is less than the rate provided above, the interest payable by such person during such periods shall be the highest lawful rate.

1.18 "Design Review Committee" means the committee provided for in ¶11.

1.19 "Guidelines" means the rules, regulations, restrictions, architectural standards and design guidelines from time to time adopted by the Design Review Committee pursuant to ¶11.2.

1.20 "Golf Club Facilities" means the golf course and related facilities, including the Clubhouse Facilities, constructed or to be constructed and all appurtenances thereto including buildings, vehicles and equipment associated therewith (also "Golf Course"). The Golf Club Facilities are privately owned by the Spurwing Country Club, Inc.

1.21 "Lot" means a subdivided lot, a Condominium Unit or a residential dwelling unit within the Property or any Community as shown on the Plat. A Lot shall not include any Common Areas. A Lot includes a residential dwelling unit, garages, structures and other improvements constructed thereon and, in the case of a Condominium Unit, includes the Common Elements of the Condominium Project appurtenant to the Condominium Unit.

1.22 "Majority of Members" means the Members holding more than fifty percent (50%) of the total votes entitled to be cast with respect to a given matter. Any specified fraction or percentage of the Members means the Members holding that fraction or percentage of the total votes entitled to be cast with respect to a given matter. A specified fraction or percentage "of all of the Members" means that fraction or percentage of the total votes of all Members other than Declarant. Unless otherwise specified, any provision herein requiring the approval of the Members means the approval of a Majority of Members.

1.23 "Member" means every Person who holds Membership in the Association pursuant to ¶3.

1.24 "Membership" means Membership in the Association by every Owner of a Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Only one (1) Membership shall exist based upon ownership of a single Lot.

1.25 "Mortgage" means any recorded, filed or otherwise perfected instrument given in good faith and for valuable consideration which is not a fraudulent conveyance under Idaho law as security for the performance of an obligation including, without limitation, a deed of trust, but shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. "Mortgagee" means the holder of a note secured by a Mortgage, including the trustee and beneficiary under any deed of trust. "Mortgagor" means the party executing a Mortgage or deed of trust. "First Mortgage" means a Mortgage which is the first and most senior of all Mortgages upon the same property. "First Mortgagee" means the holder of a First Mortgage.

1.26 "Occupant" means any Person, other than an Owner, in rightful possession of a Lot, whether as a guest, tenant or otherwise.

1.27 "Owner" means one or more Persons who are alone or collectively the record owner of a fee simple title, whether or not subject to any Mortgage, to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. In the case of Lots, the fee simple title to which is vested in a deed of trust trustee pursuant to Idaho law, legal title shall be deemed to be in the trustor.

1.28 "Parcel" means that parcel of real property referred to in the recitals hereof and described in Exhibit "A" hereto.

1.29 "Person" means an individual, corporation, limited liability company, partnership, trustee or other entity capable of holding title to real property and their respective heirs, successors and assigns.

1.30 "Plat" means the plat of a subdivision of any portion of the Parcel or Property as may be recorded in Ada County, Idaho, and as thereafter from time to time amended or supplemented, together with all subsequent plats of subdivision for real property annexed to the Parcel.

1.31 "President" means the duly elected or appointed president of the Association.

1.32 "Private Roads" and "Private Streets" are synonymous and mean any street, roadway, drive, sidewalk, walkway, path or other right-of way within the Project which has not expressly been dedicated to the public use, including by way of illustration Penick's Point road or street, but excluding any of the foregoing which are a part of, or appurtenant to, the Golf Club Facilities.

1.33 "Project" means the master planned development of the Property, as described in the recitals hereof, to be called "Spurwing."

1.34 "Property" means the Parcel and any additional real property made subject to this Declaration by annexation pursuant to ¶15, together with all buildings, improvements and other permanent fixtures of whatever kind, now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

1.35 "Record" or "Recording" means an instrument of record in, or the act of recording an instrument with, the office of the County Recorder for Ada County, Idaho.

1.36 "Supplemental Declaration" means a declaration of covenants, conditions and restrictions, or similar instrument, annexing additional real property to the Property and subjecting such real property to this Declaration as provided in ¶15.

1.37 "Setback - Single Story" means an area shown on the Building Envelope plan or map where structures cannot exceed fifteen (15) feet in height to the top of the roof of the dwelling or structure.

2. RIGHTS OF ENJOYMENT.

2.1 **Members' Right of Enjoyment.** Every Member shall have a non-exclusive easement for use and enjoyment in and to the Common Areas, which right shall be appurtenant to and shall pass with such Member's membership as herein provided, and subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration including, without limitation, the following provisions:

2.1-1 The right of the Association to limit the number of guests of Members and to limit the use of the Common Areas by Persons who are not Members, but who are in possession of a Lot or own a portion of, or less than the entire ownership interest of, a Lot.

2.1-2 The right of the Association to establish reasonable rules and regulations pertaining to or restricting the use of the Common Areas by Members or other Persons.

2.1-3 The right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Common Areas or adding new Common Areas and, in aid thereof, to mortgage such property, provided that the rights of the lender thereunder shall be subordinated to the rights of the Members.

2.1-4 The rights of the Association to suspend the right of a Member or any Person to use the Common Areas or any designated portion thereof during any time in which any Assessment respecting such Member remains unpaid and delinquent, or for a period not to exceed sixty (60) days for any single infraction of the Association Rules or breach of this Declaration, and up to one (1) year for any subsequent violation of the same or

similar provision of the Association Rules or this Declaration, provided that any suspension of such right to use the Common Areas, except for failure to pay Assessments, shall be made only by the President, the Board or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Property or private Roads necessary for such member to gain access to his or her Lot.

2.2 **Delegation of Use.** No Member may delegate his or her right of use and enjoyment of the Common Areas to any Person, except to the members of the Member's immediate family as provided in ¶3, or to such Member's guests as permitted by the Association Rules.

2.3 **Waiver of Use.** No Member shall be exempt from personal liability for Assessments or release any Lot owned by such Member from the liens, charges and other provisions of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines by voluntary waiver of or suspension or restriction of such Member's right to the use and enjoyment of the Common Areas, or the abandonment of such Member's Lot or Membership.

3. MEMBERSHIP.

3.1 **Transfer of Memberships.** The rights and obligations of an Owner and a Membership in the Association shall not be assigned, transferred, pledged or alienated in any way, except upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a Mortgage or other legal process transferring fee simple title to such Lot. Any attempt to make a prohibited transfer shall be void.

3.2 **Voting Rights.** The Association shall have two (2) classes of voting Memberships:

Class A — Class A Members shall be all Owners except Declarant and, except as hereinafter provided in the case of election of directors, shall be entitled to one (1) vote for each Lot subject to assessment as hereinafter provided in which they hold the interest required for Membership. When more than one person owns a portion of the interest required for Membership, the vote for each Lot shall be exercised as such co-owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B — The Class B Member shall be the Declarant and shall be entitled to the number of votes which, when added to the total number of votes outstanding from time to time for all Class A Memberships, shall equal fifty-one percent (51%) of the total votes outstanding for the Class A and Class B Memberships.

3.2-1 The Class B Membership shall cease upon the conveyance to an Owner other than Declarant of the last Lot owned by Declarant in the Property, or at such earlier time when Declarant, by a recorded declaration, expressly relinquishes such Class B Membership.

3.2-2 If and so long as any Class B Membership is outstanding, the Class A Memberships shall not be entitled to cast any vote with respect to the election of directors.

3.3 **Articles and By-Laws.** Each Member shall have such other rights, duties and obligations as are set forth in the Articles and By-Laws of the Association.

4. ASSOCIATION.

4.1 **Purpose of Association.** The Association has been incorporated as a non-profit corporation to serve as the governing body for all of the Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Project, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds and other matters as provided in this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners and Members in accordance with the provisions of this Declaration, the Articles and the By-Laws.

4.2 **Membership in the Association.** Each Owner shall be a Member of the Association so long as he or she shall be a Member of the Association as provided in ¶3, and such Membership shall automatically terminate when he or she ceases to be a Member. Any attempt to make a prohibited transfer of a Membership in the Association is void and will not be recognized or reflected upon the books and records of the Association. In the event any Member fails or refuses to transfer or surrender the Membership registered in his or her name as herein required, the Association shall have the right to record a transfer upon the books of the Association and issue a new Membership as appropriate, and thereupon the old Membership outstanding in the name of such Member shall be null and void as though the same had been surrendered.

4.3 **Pledge of Voting Rights.** Notwithstanding the foregoing, in the event that an Owner has granted an irrevocable proxy, or otherwise pledged the voting right appurtenant to the Membership with respect to his or her Lot, to a Mortgagee as additional security, only the vote of such Mortgagee will be recognized if a copy of such proxy or other instrument pledging such vote has been filed with the Association. In the event that more than one such instrument has been filed, the Association shall recognize the rights of the first Mortgagee to so file with the Association, regardless of the priority of the Mortgages themselves.

4.4 **Assignment of Declarant's Voting Rights.** If any lender to whom Declarant has assigned, or hereafter assigns, as security all or substantially all of its rights under this Declaration succeeds to the interests of Declarant by virtue of such assignment, the absolute voting rights of Declarant as provided in ¶4.15 shall not be terminated thereby, and such lender shall hold Declarant's Memberships and voting rights on the same terms as they were held by Declarant pursuant hereto.

4.5 **Board of Directors.**

4.5-1 The affairs of the Association shall be conducted by the Board of Directors as herein provided and in accordance with the Articles and By-Laws. Except for directors elected by Declarant, each director shall be a Member or the spouse of a Member. If a director shall cease to meet such qualifications during his or her term, he or she will thereupon cease to be a director and the Member's place on the Board shall be deemed vacant.

4.5-2 Declarant shall have the absolute power and right to appoint and remove the members of the Board until its Class B Membership terminates as provided for herein.

4.6 **Controlling Effect of this Declaration.** In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of this Declaration, the Articles or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Owners.

4.7 **Additional Provisions in Articles and By-Laws.** The Articles and By-Laws may contain any provision relating to the conduct of the affairs of the Association and the rights and powers of its directors, officers, employees, agents and members not inconsistent with law and this Declaration.

4.8 **Association Rules.** The Board shall be empowered to adopt, amend or repeal such rules and regulations as it deems reasonable and appropriate ("Association Rules"), binding upon all Persons subject to this Declaration and governing the use and occupancy of the Common Areas or any other part of the Project. The Association Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments. The Association Rules shall govern such matters in furtherance of the purposes of the Association including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among Owners and Members except as expressly provided or permitted herein, and shall not be inconsistent with this Declaration, the Articles, By-Laws or Design Guidelines. A copy of the Association Rules as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the Association Rule's may be delivered to each Owner and Member in the same manner established in this Declaration for the delivery of notices. The Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners, Members and all other Persons having any interest in, or making any use of, the Property. The Association Rules, as adopted, amended or repealed, may be available at the principal office of the Association to each Owner, Member or other Person reasonably entitled thereto, upon request. In the event of any conflict between any provision of the Association Rules and any provision of this Declaration, or the Articles, By-Laws or Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, By-Laws or Design Guidelines to the extent of any such conflict.

4.9 **Indemnification.** To the fullest extent permitted by law, every director and every officer of the Association, the members of the Design Review Committee and Declarant (to the extent a claim may be brought against the Declarant by reason of its appointment, removal or control over members of the Board or the Design Review Committee) shall be indemnified by the Association, and every other person serving as an employee or direct agent of the Association, or on behalf of the Association as a member of a committee or otherwise may, in the discretion of the Board, be indemnified by the Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such Member in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of such Member being or having served in such capacity on behalf of the Association (or in the case of Declarant, by reason of having appointed, removed or controlled or failed to control members of the Board or the Design Review Committee), or any settlement thereof, whether or not he or she is a director, officer or member of the Design Review Committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, member of the Design Review Committee or other person, or Declarant, did not act, fail to act or refuse to act willfully or with gross negligence or fraudulent or criminal intent. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

4.10 **Non-Liability of Officials.** To the fullest extent permitted by law, neither Declarant, the Board, the Design Review Committee or any other committees of the Association nor any member thereof, nor any directors or officers of the Association shall be liable to any Member, Owner, Occupant, the Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, the Board or such committees or persons reasonably believed to be within the scope of their respective duties.

4.11 **Easements.** In addition to the blanket easements granted in ¶5.1, the Association is authorized and empowered to grant upon, across or under real property owned or controlled by the Association such permits, licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable and other similar public or private utility purposes, roadways or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and welfare of the Owners and Members, provided that any damage to a Lot resulting from such grant shall be repaired by the Association at its expense.

4.12 **Accounting.** The Association, at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and shall have available after reasonable notification in writing for the inspection of all Owners and Members at reasonable times during regular business hours, such books which shall specify in reasonable detail all expenses incurred and funds accumulated from assessments or otherwise.

4.13 **Records.** The Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Member the books, records and financial statements of the Association together with current copies, as amended from time to time, of this Declaration and the Articles, By-Laws, Association Rules and Design Guidelines. The Declarant shall be under no obligation to make its own books and records available for inspection by any Owner, Member or other person.

4.14 **Managing Agent.** All powers, duties and rights of the Association or the Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Association of its obligation to perform any such delegated duty.

4.15 **Declarant's Control of Association.** Notwithstanding anything in this Declaration to the contrary, Declarant may maintain absolute control over the Association, including appointment of the members of the Board and the members of the Design Review Committee, until conveyance to an Owner other than Declarant of the last Lot owned by Declarant in the Property.

4.16 **Domestic Water System.** The Declarant will provide water to each lot for domestic household use. It shall be responsibility of each Lot Owner, at Owner's cost, to hook up to the domestic water system. The Declarant will then transfer the management and control of the domestic water system to the Association when all lots have been sold, or earlier at Declarant's prerogative.

4.16-1 The Association shall then maintain, or contract for management, operation and maintenance of the domestic water system. Initially, a contractual arrangement will be made with the Spurwing Country Club, or other qualified party, to operate the Spurwing Subdivision domestic water system, along with operation of the Spurwing Subdivision Irrigation Sprinkling System, and the Golf Course Irrigation System, greens, fairways, lawns, landscaping, etc.

4.16-2 The Association shall be legally responsible for maintaining the system in compliance with water standards prescribed by the Idaho Department of Health and Welfare.

4.16-3 The Association will establish charges to each Lot Owner for their usage of water and their proportionate amount of maintenance of the system. Delinquent assessments shall become a lien against the delinquent lot. Billings may be made by the Spurwing Country Club, or other appointed party, on behalf of the Association.

4.16-4 Delinquent assessments shall become a lien against the delinquent lot.

4.16-5 Easements for installation and maintenance of utilities, drainage, water and irrigation facilities are reserved as shown on the recorded plat, this Declaration, and other recorded instruments. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water or drainage channels in the easements or which may obstruct or retard the flow of water.

4.16-6 The easement area of each lot and all improvements shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or a utility company is responsible.

4.16-7 No obstructions, fences, bridges, trees, etc., or rubbish, grass clipping, shrub trimmings, etc., shall be placed on or within the right-of-way easements, except as specifically approved by written recorded document, approved and executed by the Design Review Committee.

4.16-8 The purchaser of each lot is hereby notified that he or she will not be required to submit acceptable water tests, as required by the Idaho Department of Health and Welfare, prior to house occupancy.

4.17 **Irrigation Sprinkler System.** The Declarant will provide irrigation sprinkling water service to each lot in the subdivision. It shall be the responsibility of each Lot Owner, at his or her cost, to hook up to the irrigation sprinkler system. The Declarant will then transfer the management and control of the irrigation sprinkling water system to the Association when all lots have been sold, or earlier at the Declarant's prerogative.

4.17-1 The Association shall then maintain, or contract for management, operation and maintenance of the irrigation sprinkler system. Initially, a contractual arrangement will be made with the Spurwing Country Club, or other qualified party, to operate the Spurwing Subdivision irrigation sprinkler system, along with operation of Spurwing domestic water system, golf course, and related landscaped areas, etc., to standards prescribed by Idaho Department of Health and Welfare's and Idaho Department of Water Resources' water rights, permits and licenses.

4.17-2 The Association will establish charges to each Lot Owner for their usage of irrigation water and their proportionate amount of maintenance of the system. Delinquent assessments shall become a lien against the delinquent lot. Billings may be made by the Spurwing Country Club, or other appointed party, on behalf of the Association.

4.17-3 Delinquent assessments shall become a lien against the delinquent lot.

4.17-4 Easements for installation and maintenance of utilities, drainage, water and irrigation facilities are reserved as shown on the recorded plat, this Declaration, and other recorded instruments. Within these easements, no structure, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water or drainage channels in the easements or which may obstruct or retard the flow of water.

4.17-5 The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a utility company is responsible.

4.17-6 No obstructions, fences, bridges, trees, etc., or rubbish, grass clippings, shrub trimmings, etc., shall be placed on or within the right-of-way easements, except as specifically approved by written recorded document, approved and executed by the Design Review Committee.

4.18 **Water System Responsibilities.**

4.18-1 The Spurwing Subdivision Water System is a Public Water System (PWS) and is regulated by the Idaho Department of Health and Welfare, Division of Environmental Quality (DEQ), and the U.S. Environmental Protection Agency (EPA).

4.18-2 The wells, production equipment, water mains, fire lines, hydrants, etc., are under common management and control of the Association. Maintenance and operation of this system is the responsibility of the Association. (The service lines, however, are private property and are the sole responsibility of the Owner.)

4.18-3 In addition to normal operation and maintenance, Members should be aware of:

- a. There are monitoring requirements that are not inexpensive, and those results must be reported to DEQ.
- b. There are inherent liabilities for failure to operate the system as required by State and Federal law.
- c. These requirements are generally described in the "Idaho Rules for Public Drinking Water Systems". It is recommended that the Association obtain a copy of the Rules by calling 334-3100; a fee of approximately \$21.00 will be charged. Specific questions can be directed to the Division of Environmental Quality, Southwest Idaho Regional Office, 334-0550.

4.18-4 The Association shall designate a person or person who will ensure that all responsibilities are met.

4.18-5 The Association shall develop a sinking fund to pay for anticipated operation, repair, monitoring, and replacement costs.

5. EASEMENTS.

5.1 **Utility Easements.** There is hereby created a blanket utility easement upon, across, over and under all interior lot lines of the Spurwing Subdivision having a dimension of twenty (20) feet with ten (10) feet lying on either side of said lot lines for installing, constructing, replacing, repairing, maintaining and operating all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, television cable, security systems, and communication lines and systems to be installed by any public or private utility or which may be installed by Declarant, its successors or assigns, for the purpose of providing utility service to Lots within the Spurwing Subdivision, Spurwing Golf Course, or other real property owned or being developed by Declarant, either inside the Spurwing Subdivision or outside thereof. All roadways and streets designated on the Plat for the Spurwing Subdivision shall be used for emergency vehicle access. Any and all damage done to the Property caused by the installing, repairing and maintaining of any utility service or line as herein contemplated, shall be repaired by the utility company or other entity causing such damage.

5.2 **Use of Common Areas.** Each Owner and Member shall have the non-exclusive right to use the Common Areas in common with all other Owners and Members as required for the purposes of access and ingress and egress to (and use, occupancy and enjoyment of) any Lot owned by such Owner or Member or other Common Areas available for the use of such Owner or Member. Such right to use the Common Areas for purposes of access and ingress and egress shall, subject to the Association Rules, extend to each Owner, Member, Occupant and the agents, servants, tenants, family members and invitees of each Owner or Member. Such right to use the Common Areas shall be perpetual and appurtenant to each respective Lot, subject to and governed by the provisions of this Declaration, the Articles, By-Laws and Association Rules and such reasonable limitations and restrictions as may from time to time be contained therein.

5.3 **Building Envelopes.** No building, structure or other improvement of any nature shall be constructed outside each Lot's Building Envelope unless approved by the Design Review Committee. Building Envelope areas will be subject to a setback - single story restriction.

5.4 **Maintenance Easement.** There is hereby reserved a blanket easement upon, over, across and under all Common Areas for the purpose of access, ingress to and egress from any portion of the Property for the purpose of performing any maintenance or other function which the Association is empowered and obligated to perform under this Declaration.

5.5 Golf Course Easements.

5.5-1 There is hereby created an easement ("Golf Course Easement") in favor of Declarant and Spurwing Country Club, Inc., and the invitees, members and social guests of Spurwing Country Club, Inc., or their assignees, upon, over, across and through the Golf Course Easement area, as designated on the Plat of the Spurwing Subdivision. The holder of this Golf Course Easement shall be allowed to make full and complete use of the easement area, including permitting members and invitees of the Golf Course to play golf thereon, retrieve balls therefrom, as well as to drive golf carts thereon, and make such other uses of the Golf Course Easement area as are incidental and necessary and proper to the enjoyment of the Golf Course Easement area for Golf Course uses and purposes. No Owner or Member shall, at any time, construct any improvement or in any way landscape any area lying within the Golf Course Easement, it being the intention of Declarant that all improvements of any nature, including all landscape improvements, be installed and maintained by Spurwing Country Club, Inc., for the purpose of maintaining the integrity of the Golf Course Easement area. There is hereby reserved a further easement in favor of Declarant and Spurwing Country Club, Inc., upon, over, across and through the Common Areas for the purpose of operating, maintaining, planting, replanting and repairing the Golf Course Facilities.

5.5-2 The Lots and any Common Areas immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course, as well as for any chemicals, fertilizers, insecticides and other substances which may be applied to the Golf Course but which may impact the Lots and any Common Areas. Under no circumstances shall the Association or the owners of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

5.5-3 The owner of the Golf Course, its respective successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from the Golf Course.

5.5-4 Every Lot and the Common Areas shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property and the Golf Course; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property.

5.5-5 The Declarant hereby further reserves for itself and for the benefit of the person or entity developing or owning the Golf Course, including Spurwing Country Club, Inc., which is located outside the Parcel, the following described easements:

5.5-5.1 All golf cart path easements, private roads and ingress and egress easements designated as such on a Plat or Plats of the Parcel which shall be used as golf cart paths, pedestrian walkways, maintenance and vehicle access, and unhindered access between the Property and the Golf Course. Nothing shall be placed or maintained in any golf cart path easement which shall interfere with utilization thereof as a playable part of the Golf Course.

5.5-5.2 The right to utilize areas of the Common Areas and Golf Course Easement areas for temporary, above-ground utility lines for use solely in conjunction with tournaments and special events on the Golf Course Facilities. Such use shall not interfere with or damage the primary use of the areas so affected and the utility lines and installations shall be removed by the Spurwing Country Club, Inc., and all damage repaired promptly upon conclusion of each such tournament and special event.

5.5-5.3 Declarant reserves the right to grant or deed such other easement rights to Spurwing Country Club, Inc., or the person or entity developing the Golf Course and to impose such additional restrictions on the Golf Course Easement areas at that time and from time to time as may be reasonably required to

effectuate the purposes of the foregoing easements. The reservation of the Golf Course Easement is made for the benefit of Declarant, Spurwing Country Club, Inc., the members and invited guests or any golf club associated with the Golf Course, and for associated maintenance and service personnel, for golf course and related recreational purposes.

5.6 Common Areas Easements. Declarant reserves to itself and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of the project for the best interest of all the Owners and the Association, in order to serve all the Owners within the project as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, rights of ingress and egress, and exclusions convenient or necessary for the use and operation of any other property of the Declarant, as long as it does not materially hamper the enjoyment of the Property, as built or expanded, by the Owners. In addition, Declarant reserves to it and its successors and assigns the right of ingress and egress through streets, Common Areas, easement areas, paths and walkways and for the purpose of construction, maintenance and operation of commercial or residential areas located inside or outside the Property including, but not limited to, offices, shopping centers, resort complexes and for the purpose of installation and maintenance of utilities to serve those projects.

5.7 Reference. All conveyances of Lots hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

5.8 Water. Declarant reserves the right to collect, use and appropriate all underground and percolating water, both tributary and nontributary, within and under the Property, together with easements to construct, maintain, replace and repair tiles, drains, lines and pipes at appropriate locations for collection and carrying underground or percolating water.

5.9 Declarant Easements. Declarant hereby reserves a blanket easement upon, over, across and under the Property (other than inside any Lot) for the purpose of ingress to and egress from any portion of the Property for the purpose of development and construction of improvements on any portion of the Property or Annexation Property and for the purpose of extending to or within any portion of the Property all utilities referred to in this ¶5 and for the purpose of developing, advertising and selling any Lot on the Property.

6. ASSESSMENTS.

6.1 Creation of Lien and Personal Obligation. Each Owner and Member, by acceptance of a deed or other conveyance of an interest in a Lot or by acceptance of his or her membership, is deemed to covenant and agree to pay to the Association the following: Regular Assessments, Special Assessments, Capital Improvement Assessments and Reconstruction Assessments, if applicable; such Assessments to be established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a continuing lien upon such Owner or Member's Lot against which the Assessments are made. Each Assessment, together with such interest and other costs, shall also be the personal obligation of the Member and/or Owner to whom such Assessment relates. The personal obligation for delinquent payments shall not pass to an Owner's or Member's successor in title unless expressly assumed by him. The obligation of a Member and the Owner of the Lot to which such membership appertains for the payment of Assessments shall be joint and several.

6.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and Members, to enhance the quality of life within the Project, to preserve the value of the Property, to pay the costs of administration of the Association and all other Common Expenses.

6.3 Regular Assessments.

6.3-1 Each Owner shall pay Regular Assessments and such Member's Proportionate Share of the Common Expenses. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Articles and By-Laws or as determined by the Association.

6.3-2 Not later than sixty (60) days prior to the beginning of each fiscal year of the Association, the Association may make available for review by each Owner and Member at the Association's office during reasonable times a pro forma operating statement or budget for the upcoming fiscal year which may, among other things, estimate the total Common Expenses to be incurred for such fiscal year. The Association shall at that time determine the amount of the Regular Assessment to be paid by each Member and notify the Member thereof. Each Member shall thereafter pay to the Association the Regular Assessment at such times as determined by the Association. Each such installment shall be due and payable on the date set forth in the written notice sent to Members, and if no date is included therein, then such installment is due upon receipt. Failure of the Association to fix Assessment amounts or rates or to deliver or mail each Member an Assessment notice, shall not be deemed a waiver, modification, or a release of any Member from the obligation to pay Assessments. In such event, each Member shall continue to pay the existing assessments on the same basis as for the last year, for which an Assessment was made, if any, until a new Assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

6.3-3 If the Association determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the Board shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Member for the balance of the year, and the date or dates when due. If the estimated total Regular Assessments for the current year proves to be excessive in light of the actual Common Expenses, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, reduce the amount of the Regular Assessments for the succeeding year or abate collection of Regular Assessments for such period as it deems appropriate in its unfettered discretion. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity or quality of services upon which the Common Expenses for the year in question are based.

6.4 Special Assessments. Special Assessments shall be levied by the Association against a Member and/or an Owner and his or her Lot to reimburse the Association for:

6.4-1 Costs incurred in bringing a Member or an Owner and the Lot into compliance with the provisions of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines;

6.4-2 Any other charge designated as a Special Assessment in this Declaration, the Articles, By-Laws or Association Rules;

6.4-3 Fines levied or fixed by the Board under ¶11.8 or as otherwise provided herein; and

6.4-4 Attorneys' fees, interest and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines.

In the event the Association undertakes to provide materials or services which benefit individual Members or Lots and which can be accepted or not by individual Members, such Members, in accepting such materials or services, agree that the costs thereof shall be a Special Assessment and paid by such Members as determined by the Special Assessment.

6.5 Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, any action or undertaking on behalf of the Association in connection with, or the cost of, any construction or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, to the extent the same is not covered by the provisions affecting Reconstruction Assessments in ¶8. Without the vote of a Majority of Members, the Association shall not impose a Capital Improvement Assessment in an amount which, in any one (1) year exceeds ten percent (10%) of the estimated annual Common Expenses. Any reserves collected by the Association for the future maintenance and repair of the Common Areas, or any portion thereof, shall not be included in determining the foregoing limitation on any annual Capital Improvement Assessment. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Association in a separate bank account to be held in trust for such purposes.

6.6 Uniform Assessment. The Regular Assessment and Capital Improvement Assessment for each Member shall be uniform.

6.7 Exempt Property. All Common Areas, utility easements and lines, and all properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments created herein.

6.8 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Member on the date of conveyance to the Owner of the Lot to which the Membership pertains.

6.9 Time and Manner of Payment; Late Charges and Interest. Assessments shall be due and payable by the Members in such manner and at such times as the Association shall designate. If not paid within thirty (30) days after its due date, each such Assessment shall have added to it a late charge equal to ten percent (10%) of the amount of Assessment and thereafter bear interest at the Default Rate of Interest until paid. The Association may, in its discretion and without waiving the imposition of a late charge for interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Member shall also be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action or arbitration proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the Court and included in any judgment or award rendered thereon. The delinquency of a Member shall be deemed to also constitute the delinquency of the Owner of the Lot to which such Membership appertains.

6.10 No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Association, the Board or the Declarant is not properly exercising its duties and powers as provided in this Declaration; (b) Assessments for any period exceed Common Expenses; or (c) a Member has made, and elects to make, no use of the Common Areas.

6.11 Homestead Waiver. Each Owner and Member, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Idaho now in effect, or in effect from time to time hereafter.

6.12 **Reserves.** The responsibility of the Board (whether while controlled by the Declarant or by the Members) shall be only to provide for such reserves as the Board in good faith deems reasonable and, neither the Declarant, the Board nor any Member thereof shall have any liability to any Owner or Member or to the Association if such reserves prove to be inadequate.

6.13 **Subordination of Lien.** Any lien which arises against a Lot by reason of the failure or refusal of an Owner or Member to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded First Mortgage on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of or acquires title to the Lot, whichever occurs first (together with any interest, costs, reasonable attorneys' fees and any late charges related thereto), and if any lien for unpaid Assessments prior to the date the First Mortgagee comes into possession of or acquires title to the Lot has not been extinguished by the process by which such First Mortgagee came into possession of or acquired title to the Lot, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request to the Association by such first Mortgagee, such lien shall be released in writing by the Association. Any unpaid Assessments which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent Owner and Member and may also be re-allocated by the Association among all Members as part of the Common Expenses.

6.14 **Certificate of Payment.** Any person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due, but unpaid, Assessments relating to such Lot, if any, and such person shall not be liable for, nor shall any lien attach to the Lot in excess of, the amount set forth in the certificate, except for Assessments which occur or become due after the date thereof and any interest, costs, attorneys' fees and any late charges related to such Assessments. Nothing herein shall be construed as requiring that the Association take any action required hereunder in any particular instance, but the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time or in a different instance.

6.15 **Enforcement of Lien.** The lien provided for in this ¶6 may be foreclosed by the Association in any manner provided or permitted for the foreclosure of realty mortgages or deeds of trust in the State of Idaho. All of the provisions of this ¶6 relating to the enforcement of the lien provided for herein (including, without limitation, the subordination provisions in ¶6.13 or the provisions of this ¶6.15) shall apply with equal force in each other instance provided for in this Declaration, the Association Rules or Design Guidelines wherein it is stated that payment of a particular Assessment, charge or other sum shall be secured by the line provided for in this ¶6. Nothing herein shall be construed as requiring that the Association take any action required hereunder in any particular instance, and the failure of the Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time or in a different instance.

6.16 **Pledge of Assessment Rights as Security.** The Association shall have the power to pledge the right to exercise its assessment powers and rights provided for in this Declaration as security for any obligation of the Association; provided, however, that any such pledge shall require the prior affirmative vote or written assent of a majority of all of the Members. The Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to, or which will become payable to, the Association, which assignment may then be presently effective but shall allow such Assessments to continue to be paid to the Association and used by the Association as set forth in this Declaration, unless and until the Association shall default on its obligations secured by the assignment.

6.17 **Exemption of Unsold Lots.** Notwithstanding anything in this ¶6 to the contrary, no Assessments shall be levied upon, or payable with respect to, any Lot owned by Declarant, or an affiliate or General Partner of Declarant or any limited partner (or such partner's successors, heirs or devisees) in the Declarant to whom the Lot has been distributed by Declarant (as distinguished from having been purchased by the partner in which event

assessments shall be paid for each lot so purchased) until such Lot has been conveyed by Declarant (or such affiliate, partner or trustee) to a nonaffiliated purchaser thereof.

7. INSURANCE.

7.1 **Authority to Purchase.** The Association may purchase and maintain certain insurance upon the Common Areas including, but not limited to, the insurance described in ¶7.3. Such policies, and endorsements thereon, or copies thereof shall be deposited with the Association. The Association may advise the Owners and Members of the coverage of such policies in order to permit the Owners and Members to determine which particular items are included within the coverage so that the Owners and Members may insure themselves as they see fit if certain items are not insured by the Association.

7.2 **Members' Responsibility.** It shall be each Owner's or Member's responsibility to provide his or her own insurance for all his or her additions and improvements on such Member's Lot, furnishings and personal property therein, his or her personal property stored elsewhere within the Project, his or her personal liability to the extent not covered by the public liability insurance obtained by the Association and such other insurance which is not carried by the Association as the Owner or Member desires. No Owner or Member shall maintain any insurance, whether on his or her Lot or otherwise, which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas.

7.3 **Coverage.** The Association may maintain and pay for policies of insurance as follows:

7.3-1 A multi-peril type policy covering all of the Common Areas providing, as a minimum, fire and extended coverage, and all other coverage in kinds and amounts customarily acquired or required for project similar in construction, location and use, including, without limitation, perils normally covered by an "all-risk" policy, in an amount determined by the Association.

7.3-2 A policy of comprehensive public liability insurance covering all of the Common Areas in an amount determined by the Association, but not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury or death and/or property damage. The scope of such coverage may include all other coverage in the kinds and amounts customarily acquired or required for projects similar in construction, location and use including, without limitation, liability for non-owned and hired automobiles, liability for property of others, liability arising in connection with the operation, maintenance or use of the Common Areas, liability assumed by contract or contractual liability and liability arising out of any employment contracts of the Association.

7.3-3 The Association may, at its election, obtain fidelity bond coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Association. If funds of the Association are handled by a management agent, then fidelity bond coverage may also be obtained for the officers, employees or agents thereof handling or responsible for Association funds. The fidelity bond or insurance must name the Association as the named insured.

7.3-4 A workmen's compensation policy, if necessary to meet the requirements of law.

7.3-5 A policy of "directors and officers" liability insurance, if the cost thereof is reasonable as determined by the Board.

7.3-6 Such other insurance, and in such amounts, as the Association may determine from time to time to be desirable.

7.4 Provisions. The insurance policies purchased by the Association may, to the extent reasonable and available, contain the following provisions:

7.4-1 The coverage afforded by such policies shall not be brought into contribution or proration with any insurance which may be purchased by any Owner, Member or First Mortgagee.

7.4-2 The conduct of any one or more Owners or Members shall not constitute grounds for avoiding liability on any such policies.

7.4-3 There should not be subrogation with respect to the Association, its agents or employees, Owners, Members or members of their households or families and employees, and each Mortgagee of all or any part of the Property or of any Lot, or the policy(ies) should name such persons as additional insureds; and, each policy should contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.

7.4-4 A "severability of interest" endorsement should be obtained which will preclude the insurer from denying the claim of an Owner or Member because of the conduct or negligent acts of the Association and its agents or other Owners or Members.

7.4-5 Any "no other insurance" clause should exclude insurance purchased by Owners, Members or First Mortgagees.

7.4-6 Coverage should not be prejudiced by (a) any act or neglect of Owners or Members when such act or neglect is not within the control of the Association, or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.

7.4-7 Coverage should not be cancelled or substantially modified without at least thirty (30) days' (or such lesser period as the Association may reasonably deem appropriate) prior written notice to the Association.

7.4-8 Any policy of property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement should provide that such election is not exercisable without the prior written approval of the Association.

7.4-9 Each insurance carrier must be specifically licensed or authorized by law to transact business within the State of Idaho.

7.5 Non-Liability of Association/Board/President. Neither the Association nor any Board Member nor the Declarant shall be liable to any Owner, Member, Mortgagee or other Person if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Member to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Member may desire.

7.6 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or its appurtenances, or of the Common Areas, by an Owner or Member, may be assessed against that particular Owner or Member.

7.7 Insurance Claims. The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing.

7.8 **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association shall be held or disposed of for the Association.

8. DAMAGE AND DESTRUCTION OF COMMON AREAS.

8.1 **Duty of Association.** In the event of partial or total destruction of the Common Areas, or any improvements thereon, it shall be the duty of the Association to restore and repair the same as promptly as practical pursuant to this ¶8. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by the policies.

8.2 **Automatic Reconstruction.** In the event that the amount available from the proceeds of any insurance policies for such restoration and repair, together with any uncommitted or unreserved capital of the Association, shall be at least seventy-five percent (75%) of the estimated cost of restoration and repair, a Reconstruction Assessment against each Member in its Proportionate Share, and/or the Owner of the Lot to which a Membership is appurtenant, may be levied by the Association to provide the necessary funds for such reconstruction in excess of the amount of the funds available for such purpose. The Association shall thereupon cause the damaged or destroyed Common Areas to be restored to substantially the condition the Common Areas were in prior to the destruction or damage.

8.3 **Vote of Members.** In the event that the amount available from the proceeds of any insurance policies for such restoration and repair, together with any uncommitted or unreserved capital of the Association, shall be less than seventy-five percent (75%) of the estimated cost of restoration and repair, the Common Areas shall be replaced or restored unless two-thirds (2/3) of the Members, at a special meeting held for such purpose, disapprove of such replacement or restoration. If the Members do not disapprove of such replacement or restoration, the Association shall levy a Reconstruction Assessment against each Member in its Proportionate Share, and/or the Owner of the Lot to which a Regular Membership is appurtenant, and cause the damaged or destroyed Common Areas to be restored as closely as practical to its former condition prior to the destruction or damage. If the Members disapprove of the repair or restoration of the damaged or destroyed improvements on the Common Areas as provided above, the Common Areas so damaged or destroyed shall be cleared and used as determined by the Association and the costs thereof shall be paid with the insurance proceeds.

8.4 **Excess Insurance Proceeds.** In the event any excess insurance proceeds remain after any reconstruction by the Association pursuant to this ¶8, the Association, in its sole discretion, may retain such sums in the general fund of the Association or may distribute all or a portion of such excess to the Members in their Proportionate Shares, subject to the prior rights of Mortgagees whose interest may be protected by the insurance policies carried by the Association. The rights of a Member, an Owner or the Mortgagee of a Lot as to such distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

8.5 **Use of Reconstruction Assessments.** All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this ¶8.

8.6 **Contract for Reconstruction.** In the event the Association undertakes the repair and restoration of the Common Areas, the Association shall contract with a licensed contractor or contractors who may be required to post a suitable performance or completion bond. The contract with such contractor or contractors shall provide for the payment of a specified sum for completion of the Work described therein and shall provide for periodic disbursements of funds, which shall be subject to the prior presentation of an architect's, engineer's or similar certificate containing such provisions as may be appropriate in the circumstances and deemed suitable by the Association.

9. EMINENT DOMAIN.

9.1 **Definition of Taking.** The term "taking" as used in this ¶9 shall mean condemnation by eminent domain or sale under threat of condemnation of all or any portion of the Common Areas.

9.2 **Representation in Condemnation Proceedings.** In the event of a threatened taking of all or any portion of the Common Areas, the Owners and Members hereby appoint the Association through such persons as the Board may delegate to represent all of the Owners and Members in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action.

9.3 **Award for Common Areas.** Any awards received by the Association on account of the taking of Common Areas shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners or Members as their interests may appear. The rights of an Owner and the Mortgagee of his or her Lot as to any distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

10. MAINTENANCE, REPAIRS AND REPLACEMENTS.

10.1 **Owner's Responsibility.** Each Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs and replacements within his or her own Lot, except to the extent otherwise provided for in a Community Declaration recorded in accordance with ¶17 hereof, including installing and maintaining landscaping in accordance with the standard set forth in ¶10.2 hereof. Each Owner shall also be responsible for keeping his or her Lot, prior to completion of any improvements thereon, free of all debris, weeds and other fire hazards of any kind. If debris, weeds or any fire hazard accumulates on any Lot, the Association may, at its option, clear and dispose of any such accumulation and charge such Owner for all expenses incurred thereby. The obligation to pay all such charges shall be a Special Assessment secured by the lien provided for in ¶6.

10.2 **Maintenance by Association.** Except as otherwise provided herein, the Association shall maintain the Common Areas at a level of general maintenance and landscaping excellence at least equal to the standard prevailing with respect to areas of a similar nature located in residential communities commonly and generally deemed to be of the highest quality, which obligation shall include the maintenance of quality landscaping comparable to that initially installed by the Declarant.

10.3 **Enforcement of Owner's Maintenance Obligations.** In the event that any Owner fails to maintain his Lot and all exterior areas referred to in ¶10.1 hereof in accordance with the standards set forth in ¶10.2 herein, then the Association may, at its option, cause such maintenance to be accomplished and charge such Owner for the complete cost thereof. If, due to the willful or negligent act of any Owner or Member, or a member of his or her family, invitee, guest or other person for whom such Owner may be responsible, or household pet, damage shall be caused to the Common Areas or to a Lot or Lots owned by others, or maintenance, repairs or replacements shall be required which would otherwise be Common Expense, then such Owner shall pay for such damage and for such maintenance, repairs and replacements as may be determined necessary or appropriate by the Association, to the extent not covered by the Association's insurance. The obligations set forth herein shall be a Special Assessment secured by the lien provided for in ¶6.

10.4 **Right of Access.** An authorized representative of the Association, and all contractors, repairmen or other agents employed or engaged by the Association, shall be entitled to reasonable access to each of the Lots as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Lots and the Common Areas, or to perform any of the Association's duties or responsibilities hereunder.

11. ARCHITECTURAL AND LANDSCAPE CONTROL.

11.1 **Appointment of Design Review Committee.** The Association shall have a Design Review Committee consisting of not less than three (3) nor more than seven (7) persons, as specified from time to time in the Design Guidelines by resolution of the Board. The Declarant shall initially appoint the members of the Design Review Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Design Review Committee until the Declarant's Class B Membership terminates. Thereafter, members of the Design Review Committee shall be appointed by the Board. Persons appointed to the Design Review Committee, other than those persons appointed by Declarant, must be Members or satisfy such other requirements as may be set forth in the Design Guidelines. The Declarant voluntarily may (but shall not be required to) permit the Members to appoint one or more members of the Design Review Committee at any time.

11.2 **Design Guidelines.** The Design Review Committee shall establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines (the "Design Guidelines") which the Design Review Committee may, from time to time in its sole discretion, amend, repeal or augment. The Design Guidelines are hereby incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Owners, Members or other Persons as if expressly set forth herein. A copy of the current Design Guidelines shall at all times be a part of the Association's records. The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

11.2-1 Time limitations for the completion, within specified periods after approval, which shall not exceed the time limitations set forth in ¶22 of the improvements for which approval is required pursuant to the Design Guidelines.

11.2-2 Designation of a Building Envelope within a Lot, thereby establishing the maximum area to be developed of the Lot.

11.2-3 Conformity of completed improvements to plans and specifications approved by the Design Review Committee; provided, however, as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or non-conformance identifying the violating Lot and specifying the reason for the notice, executed by the Design Review Committee, shall be recorded with the County Recorder of Ada County, Idaho, and given to the Owner of such Lot within one (1) year of the expiration of the time limitation described in ¶11.2-1 above, ¶22, or, if later, within one (1) year following completion of the improvement, or unless legal proceedings shall have been instituted to enforce compliance or completion within the one (1) year period, the completed improvements shall be deemed to be in compliance with plans and specifications approved by the Design Review Committee and in compliance with the architectural standards of the Association and this Declaration, but only with respect to purchasers and encumbrances in good faith and for value.

11.2-4 Such other limitations and restrictions as the Board or Design Review Committee in its reasonable discretion shall adopt, including, without limitation, the construction of uniform mailboxes for all Lots, the regulation of all landscaping (including without limitation absolute prohibitions of certain types of landscaping, trees and plants) and regulation of all construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color, surface texture and location of any such improvement.

11.3 **General Provisions.**

11.3-1 The Design Review Committee may assess a reasonable fee for its review of plans and specifications, and may require a construction deposit in connection with construction of all improvements on a Lot.

11.3-2 The Design Review Committee may delegate its plan review responsibilities to one or more of its members or architectural consultants retained by the Design Review Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Design Review Committee. Any Member of applicant aggrieved by the decision of the designee or consultant shall have ten (10) days from the rendering of a decision to appeal to the full Design Review Committee who shall hear any appeal thereof and make a decision on the appeal. The hearing before the Design Review Committee shall be *de novo*. Any party aggrieved by a decision of the Design Review Committee shall have ten (10) days from the rendering of such decision within which to appeal to the Board of the Association, and the Board shall have the right to hear such appeal *de novo*.

11.3-3 The address of the Design Review Committee shall be the address established for giving notice to the Association, unless otherwise specified in the Design Guidelines. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.

11.3-4 The establishment of the Design Review Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in this Declaration, the By-Laws or Association Rules.

11.3-5 The Design Review Committee or its designee shall approve or disapprove any plans and specifications submitted to it in accordance with the Design Guidelines within such period as may be specified in the Design Guidelines.

11.4 Approval and Conformity of Plans.

11.4-1 No excavation, fill or other alteration of the topography or drainage of any Lot shall be begun and no building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained upon the Property, nor shall there be any addition to or change to the exterior or roof of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefor which have been submitted to and approved by the Design Review Committee.

11.4-2 The Design Review Committee shall have the right to refuse to approve any grading plans or plans and specifications which are not suitable or desirable, in its sole opinion, for aesthetic or other reasons, and in passing upon such grading plans, plans and specifications, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement or landscaping, in light of Declarant's development plan for the Spurwing Subdivision as an exclusive residential development, the color, texture and materials, the harmony of external design and location in relation to surrounding structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such grading plans and plans and specifications once approved shall be made without the prior written approval of the Design Review Committee.

11.5 Non-Liability for Approval of Plans. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications, neither the Design Review Committee, the members thereof, the Association, any Member, the Board nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, the Association, the Board or the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications,

(c) the development, or manner of development, of any property within the Spurwing Subdivision or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be, a representation or warranty that the plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

11.6 Inspection and Recording of Approval. Any member or authorized consultant of the Design Review Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice as provided herein to the Owner in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the Design Guidelines and this Declaration. The Design Review Committee may cause such an inspection to be undertaken within thirty (30) days of a request therefor from any Owner as to his or her Lot, and if such inspection reveals that the improvements located on such Lot have been completed in compliance with this ¶11 and the Design Guidelines, the Design Review Committee may, upon request, provide to such Owner a notice of such approval in recordable form which, when recorded, shall be conclusive evidence of compliance with the provisions of this ¶11 and the Design Guidelines as to the improvements described in such recorded notice, but as to such improvements only.

11.7 Reconstruction of Common Areas. The reconstruction by the Association or Declarant after destruction by casualty or otherwise of any Common Areas which is accomplished in substantial compliance with "as-built" plans for such Common Areas shall not require compliance with the provisions of this ¶11 or the Design Guidelines.

11.8 Additional Powers of the Board. The Board may promulgate as a part of the Design Guidelines such additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. **WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE BOARD MAY FIX A FINE OF UP TO TEN THOUSAND DOLLARS (\$10,000.00) FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE.**

11.9 Varying Standards. The provisions of the Design Guidelines for Condominium Projects, townhouses and patio homes may differ from those applicable to custom residences. The Design Review Committee may, at any time, upon unanimous vote, authorize variances from compliance with the requirements of any conditions, restrictions or requirements contained in this Declaration or any of the Design Guidelines including, but not limited to, varying restrictions upon the height, size, floor area, construction cost or placement of structures or any other restriction whatsoever. If such a variance is granted, no violation of this Declaration, Design Guidelines or other applicable requirements shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance or variances shall not operate to waive any of the terms and provisions hereof except as to the particular subject matter of the variance thereof and the specific lot covered thereby.

12. USE AND OCCUPANCY RESTRICTIONS.

12.1 Residential Use. Each Lot shall be used, improved and devoted exclusively for single family residential use and none other. No business or commercial building may be erected on any Lot and no gainful occupation, profession, trade or commercial enterprise or other non-residential use may be conducted on any part thereof. Notwithstanding the foregoing, certain Lot and Blocks as designated on the Plat of the Subdivision may be used as private roadways and ingress and egress paths as may be designated thereon. The foregoing residential use restriction shall have no application whatsoever to the real property from time to time owned by the Spurwing Country Club, Inc., or the Golf Club Facilities, and any other real property which may be designated on the Plat as reserved for future development. All such real property which may be designated for future development may or may not be actually developed by Declarant or, if developed, may be developed for any use or purpose whatsoever,

including the construction and development of single family dwellings, condominiums, townhouses, apartments, commercial enterprises, shopping centers, equestrian centers and related uses.

12.2 **Violation of Law or Insurance.** No Owner or Member shall permit anything to be done or kept in or on his or her Lot or in or upon any Common Areas which will result in the cancellation of insurance thereon or which would be in violation of any law, regulation or ordinance.

12.3 **Signs.** No sign of any kind shall be displayed to the public view or from any Lot or any Common Areas without the approval of the Association or the Design Review Committee, except: (a) such signs as may be used by Declarant in connection with the development and sale of Lots in the Project or which advertise, identify or promote the Golf Club Facilities; (b) such signs as may be required by legal proceedings or the prohibition of which is precluded by law; (c) such signs as may be required for traffic control and regulation of Common Areas; or (d) "For Sale" or "Open House" signs in conformity with the requirements of the Design Guidelines.

12.4 **Animals.** No animals, birds, fowl, poultry, livestock or reptiles of any kind may be kept, bred or maintained in any Lot or in or upon any Common Areas, except a reasonable number of commonly accepted household pets in accordance with the Association Rules. No animals shall be kept, bred or raised within the Project for commercial purposes. In no event shall any domestic pet be allowed to run free away from its Owner's Lot without a leash, make an unreasonable amount of noise or create a nuisance. No outside dog runs shall be permitted on any Lot. An Owner shall be liable for any and all damage to property and injury to persons and other animals caused by his or her household pets. Each Owner shall be responsible for cleaning up any pet or animal feces deposited by a pet or animal owned or in the possession or control of any Owner or Member. Upon written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether any animal as described herein is a nuisance and require the removal of such household pet. Any decision rendered by the Association shall be enforceable as are other restrictions contained herein. No animals shall be allowed on the Golf Course.

12.5 **Nuisances.** No Owner or Member shall permit or suffer anything to be done or kept about or within his or her Lot, or on or about the Property, which will obstruct or interfere with the rights of other Owners, Members, Occupants or Persons authorized to use and enjoy the Common Areas, or annoy them by unreasonable noises or otherwise, nor will he or she commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner or Member shall comply with the Association Rules, the requirements of all health authorities and other governmental authorities having jurisdiction over the Property.

12.6 **Temporary Occupancy.** No boat, truck, mobile home, trailer, camper, recreational vehicle, tent, shack, barn or similar thing and no temporary building or structure of any kind may be erected, placed or maintained on any Lot or used at any time for a residence, whether temporarily or permanently, on any portion of the Property except as expressly permitted by, and in compliance with, the Association Rules or Design Guidelines.

12.7 **Boats and Motor Vehicles.** Except as specifically permitted by the Association Rules or Design Guidelines, (a) no boats, trailers, buses, motor homes, campers or other vehicles shall be parked or stored in or upon the Common Areas or upon a Lot except within an enclosed garage as permitted by the Design Guidelines; (b) no vehicle shall be repaired or rebuilt in any Lot or upon the Common Areas; (c) nothing shall be parked on the Private Streets except in such parking areas as may be designated by the Association; and (d) all vehicles owned by an Owner shall be parked in the Owner's garage. To the fullest extent practicable, all garage doors shall be kept closed when the garage is not being used. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner thereof in any manner consistent with law.

12.8 **Lights.** No spotlights, flood lights or other high intensity lights shall be placed or utilized on any Lot which in any manner will allow light to be directed or reflected on the Common Areas, Golf Club Facilities,

or any part thereof, or any other Lots, except as may be expressly permitted by the Association Rules or the Design Guidelines.

12.9 Antennas. No radio, television or other antennas of any kind or nature, including satellite dishes, or device for the reception or transmission of television, radio, microwave or other similar signals, shall be placed or maintained upon any Lot except as may be expressly authorized by the Association Rules or the Design Guidelines.

12.10 Garbage. No garbage, trash or debris shall be kept, maintained or contained in any Lot so as to be visible from another Lot, the Golf Club Facilities, or the Common Areas. No incinerators shall be kept or maintained on any Lot and no trash, garbage or debris shall be burned by open fire or otherwise on any portion of the Property. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot.

12.11 Exterior Coverings. No exterior screening or shade materials of any type including, but not limited to, awnings, shutters, screens and coverings affecting the exterior appearance of any Lot shall be permitted except as expressly authorized by the Association Rules or in accordance with the Design Guidelines.

12.12 Mining. No portion of the Property shall be used in any manner to explore for or remove any waste, oil or other hydrocarbons or minerals of any kind or other earth substance of any kind.

12.13 Safe Condition. Without limiting any other provision in this ¶12, each Owner shall maintain and keep his or her Lot at all times in a safe, sound, sanitary and repaired condition and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners or Members of their respective Lots or the Common Areas.

12.14 Fires. Other than barbecues, in properly constructed barbecue pits or grills, and firepits in compliance with the Association Rules and the Design Guidelines, or as otherwise expressly permitted in the Association Rules, no open fires shall be permitted on the Lots nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Common Areas or for other Owners.

12.15 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on each Lot.

12.16 No Further Subdivision. No Lot shall be divided or subdivided by any Owner, except the Declarant or its successors, and no portion less than all of any Lot nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Association.

12.17 No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designated on a Plat, or other binding document, outside the Building Envelope.

12.18 Rental of Lots. No owner shall lease his or her Lot except in accordance with the following terms and conditions: (a) All leases must be in writing for a minimum duration of one (1) year; (b) The entire Lot must be leased (i.e., a guest house may not be leased separately from the main residential dwelling); (c) A Lot may be leased only to a single family unit; and, (d) A copy of any lease must be delivered to the Association upon execution. An Owner who leases his or her Lot to any Person shall be responsible for assuring compliance by his or her lessee with all of the provisions of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by the lessee thereof.

12.19 **Enforcement.** The Association or its authorized agents may enter any Lot in which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. In addition to, but not in exclusion to its other remedies set forth in this Declaration, the Association shall be empowered to levy fines upon the Owner of such Lot in an amount of up to Fifty Dollars (\$50.00) per day for each such violation during the continuance thereof. Such expenses, and such fines as may be imposed pursuant to the By-Laws, Association Rules or Design Guidelines shall be a Special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of ¶6 hereof. All remedies described in ¶18 hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, Member, Occupant or other Person of any provision of this ¶12.

12.20 **Modification.** The Board may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Property and the Lots by reasonable rules and regulations of general application adopted by the Board from time to time which shall be incorporated into the Association Rules or the Design Guidelines.

13. **MORTGAGE PROTECTION CLAUSE.** In addition to the rights of Mortgagees provided in ¶6.13, no breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any such lienholder in possession of a Lot and any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

14. **PARTY WALLS.** The rights and duties of the Owners of Lots with respect to party walls, if any, shall be as follows:

14.1 **Original Construction.** Each wall, including patio, terrace or carport and garage walls, which is constructed as part of the original construction of any structure any part of which is placed on the dividing line between separate Lots shall constitute a party wall. With respect to any such party wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants. In addition, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied.

14.2 **Damage or Destruction.** In the event any party wall is damaged or destroyed through the act of the Owner of one adjoining Lot, or any of his or her guests, tenants, licensees, agents or members of his or her family or other person for whom such Owner is responsible (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Lot of the full use and enjoyment of such party wall, then the Owner responsible for such damage shall forthwith at his or her sole expense proceed to rebuild or repair the same in as good condition as formerly existed.

14.3 **Exposure to Elements.** Any Owner who by his or her negligent or willful act or by the negligent or willful act of any guest, tenant, licensee, agent or member of his or her family or other persons for whom such Owner is responsible, causes any party wall to be exposed to the elements shall at his or her sole expense furnish the necessary protection against such elements.

14.4 **Successors in Title.** The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to the successors in title of each such Owner.

14.5 **Alterations.** In addition to satisfying the other requirements of this Declaration, any Owner proposing to modify, make additions to or rebuild his or her Lot in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the Design Review Committee and any adjoining Owner and shall complete such alterations in accordance with the provisions of any building code or similar regulations or ordinances.

14.6 **Disputes.** In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be decided by the Design Review Committee, whose determination shall be final and binding on the Owners.

14.7 **Covenants Binding.** These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission of a previous Owner except as herein expressly provided.

15. **ANNEXATION OF ADDITIONAL PROPERTY.** Additional real property may be annexed to and become subject to this Declaration as hereinafter set forth in this ¶15.

15.1 **Development of the Project.** The Declarant may develop the Project on a phased basis; however, the Declarant may elect not to develop all or any part of additional real property owned by Declarant, whether or not contiguous to the Parcel. Moreover, Declarant reserves the right to subject all or any portion of such property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions which subjects the property to the jurisdiction and powers of a homeowner association or other entity with powers and obligations similar to the Association and which is not subject to the provisions of this Declaration. Although Declarant shall have the ability to annex additional property as provided in this ¶15, Declarant shall not be obligated to annex any property, and such property shall not become subject to this Declaration unless and until a Supplemental Declaration shall have been recorded as herein provided.

15.2 **Supplemental Declarations.** A Supplemental Declaration shall be a writing in recordable form which annexes additional real property (the "Annexation Property") to the plan of this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration and shall contain such other provisions as are set forth in this Declaration relating to Supplemental Declarations. Supplemental Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexation Property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Property already subject to this Declaration.

15.3 **Annexation Without Approval of Association.** The Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, lenders of record or any other Person, provided that a Supplemental Declaration covering the Annexation Property shall be recorded by Declarant. The recordation of the Supplemental Declaration shall constitute and effectuate the annexation of the Annexation Property described therein, making the real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter the Annexation Property shall be part of the Property for all intents and purposes of this Declaration and all of the Owners of Lots in the Annexation Property shall automatically be Owners or Members in accordance with ¶3.

15.4 **Withdrawal.** Declarant reserves the unilateral right to withdraw any Lot or other real property from the Declaration at any time prior to the sale or conveyance or sale of that Lot or real property by the Declarant to a Member. Such withdrawal shall be accomplished by recording a Declaration of Withdrawal in the records of the Ada County Recorder, describing the real property to be withdrawn, and providing for the readjustment of voting rights and assessment allocations provided for herein. Such Declaration of Withdrawal shall not require the consent of any Member, Owner, or the Association. Any such withdrawal shall be effective upon the filing for record of such Declaration of Withdrawal. The withdrawal may be accomplished in stages by successive declarations, or in one Declaration of Withdrawal.

16. EXEMPTION OF DECLARANT FROM RESTRICTIONS. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots, Common Areas or the Property.

17. COMMUNITY ASSOCIATIONS. Certain portions of the Property may be developed by Declarant or others as semi-autonomous and distinctive residential developments integrated within the Project (herein called a "Community"), including, for example, a Condominium Project, patio homes or custom homes. Each residential dwelling unit within the Community shall be a Lot. Declarant may record a declaration of covenants, conditions and restrictions (a "Community Declaration") governing the use and occupancy of Lots and the common areas within the Community. In the event of any conflict between this Declaration and any provision of a Community Declaration, this Declaration shall in all cases control. Every Community Declaration shall expressly state that it is subordinate and subject to this Declaration. The Community Association may, pursuant to the Community Declaration, adopt such rules and regulations as it deems appropriate; provided, however, that any such rule or regulation inconsistent or in conflict with this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines shall be deemed void to the extent of such inconsistency or conflict. The determination of the Board as to the existence of any conflict or inconsistency between this Declaration and a Community Declaration, or any rules or regulations adopted pursuant thereto, shall be final and binding on all Persons. The common areas or amenities within a Community may, if so provided in the Community Declaration, be restricted to the use of the Owners of Lots within such Community and the guests thereof. A Community Declaration may provide for the establishment of a homeowners association (the "Community Association") to maintain and administer the Community subject in all instances to the rights of the Association under this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines. Pursuant to the Community Declaration, the Community Association may impose assessments upon the Lots subject thereto. Such assessments shall be in addition to the Assessments provided herein. Any lien rights of the Community Association for the collection of such assessments as provided in a Community Declaration shall automatically be subordinate to the lien rights provided in ¶6 of this Declaration, regardless of the recording priority of the Community Association's lien or its Community Declaration.

18. REMEDIES.

18.1 General Remedies. In the event of any default by any Owner, Member, Occupant or other Person under the provisions of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, the Declarant and the Association shall have each and all of the rights and remedies which may be provided for in this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, or which may be available at law or equity, and may prosecute any action or other proceedings against such defaulting Owner, Member, Occupant or other Persons for an injunction, whether affirmative or negative, or for enforcement or foreclosure of the lien herein provided and the appointment of a receiver for the Lot, or for damages, or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and to rent the Lot and apply the rents received to payment of unpaid Assessments and interest accrued thereon, and to sell the same, or for any combination of remedies or for any other relief, all without notice and without regard to the value of the Lot or the solvency of such Owner or Member. The proceeds of any such rental or sale shall first be paid to discharge court costs, other litigation costs, including, without limitation, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner or Member in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid Assessments hereunder or any liens shall be paid to the Owner or Member. Upon the confirmation of the sale, the purchasers thereupon shall be entitled to a deed to the Lot and to immediate possession of the Lot and may apply to the court for a writ of restitution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchasers shall take the interest in the property sold subject to this Declaration.

18.2 Expense of Enforcement. All expenses of the Association or the Declarant in connection with any action or proceeding described or permitted by this paragraph, including court costs and reasonable attorneys'

fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon until paid at the Default Rate of Interest, shall be charged to and assessed against such defaulting Owner or Member or other Person and shall be a Special Assessment against such Owner or Member or other Person and the Association shall have a lien as provided in ¶6 therefor. In the event of any such default by any Owner, Member or other Person the Association and Declarant, and the manager or managing agent of the Association, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner, Member or other Person as a Special Assessment, which shall constitute a lien against the defaulting Owner's or Member's Lot as provided in ¶6. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Declarant.

18.3 Legal Action. In addition to any other remedies available under this ¶18, if any Owner or Member (either by his or her conduct or by the conduct of any Occupant of his or her Lot or family member, guest, invitee or agent) shall violate any of the provisions of this Declaration, or the Articles, By-Laws, Association Rules or Design Guidelines, as then in effect, then the Association, the Declarant, or any affected or aggrieved Owner or Member shall have the power to file an action against the defaulting Owner or Member for a judgment or injunction against the Owner or Member or such other Person requiring the defaulting Owner, Member or other Person to comply with the provisions of this Declaration, or the Articles, By-Laws, Association Rules or Design Guidelines, and granting other appropriate relief, including money damages.

18.4 Limitation on the Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed that the Declarant (including without limitation any assignee of the interest of the Declarant hereunder) shall not have any personal liability to the Association, or any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration, except in the case of the Declarant (or its assignee) to the extent of its interest in the Property, and, in the case of a general partner in the Declarant (or in any such assignee), his or her interest in the Declarant (or such assignee), and, in the event of a judgment against the Declarant (or any general partner or assignee thereof), no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, of the judgment debtor.

19. AMENDMENT.

19.1 Amendment to Declaration. Amendments to this Declaration may be made by an instrument in writing entitled "Amendment To Declaration" or variation thereof, which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Members. Amendments may be adopted at a meeting of the Members upon the approval thereof of two-thirds of all of the Members or without any meeting if all Members have been duly notified and if two-thirds of all of the Members consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the president of the Association and shall be attested to by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording of the Amendment To Declaration in the Ada County Recorder's Office. All amendments may be consolidated into an amended and restated Declaration as may be determined desirable from time to time in the Board's discretion.

19.2 Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration or the Plat, unless otherwise specifically provided in the section being amended or the amendment itself.

19.3 Amendment of Plat. Declarant may amend the Plat at any time subject to the provisions of ¶19.5. Subsequent to the termination of the Declarant's Class B Membership, except as otherwise provided herein,

21.3 **Golf Course.** Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Golf Course. The owner of the Golf Course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

21.4 **Golf Course Layout.** Neither the Declarant, the Association nor the owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. The owner of the Golf Course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tress, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

21.5 **Approval.** In recognition of the fact that the provisions of these paragraphs are for the benefit of the owner of the Golf Course, no amendment to this section, and no amendment in derogation of any rights reserved or granted to the owner of the Golf Course by other provisions of this Declaration may be made without the written approval of the owner of the Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

21.6 **Cooperation.** It is Declarant's intention that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Parcel and the Golf Course. Each shall reasonably assist the other in upholding the high quality of the overall project. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course.

22. CONSTRUCTION COMMENCEMENT DATE.

22.1 **Commencement Date.** Each Owner of a Lot in the subdivision covenants and agrees that such Owner shall promptly commence construction of a residence on his or her Lot within one (1) calendar year from the date that such Owner obtains an equitable or legal ownership in such real property. The failure to commence construction and thereafter diligently pursue completion of the residence shall be deemed a violation of these Covenants.

22.2 **Remedies.** If any Owner fails to commence construction of a residence upon a Lot purchased by such Owner with the one (1) year period commencing with the date of a conveyance from Declarant to Owner, Declarant shall have the right to repurchase the Lot at any time within 180 days after the expiration of the one year period upon giving 15 days' prior written notice of its intention to repurchase to Owner. The repurchase price shall be 90% of the price paid by Owner for the Lot when purchased from Declarant plus reimbursement for any real property taxes and assessments paid by Owner relating to the Lot. The provisions of this section shall be specifically enforceable. If Declarant fails to give written notice exercising its right of repurchase within the 180-day period, the right of repurchase shall be deemed waived. "Commencement of construction of a residence" as mentioned above, means that the Owner of the Lot has (1) obtained approval of the Design Review Committee, (2) obtained building permits from the appropriate governmental authorities authorizing construction of a residence and improvements as approved by the Design Review Committee, (3) entered into a construction contract with a contractor licensed to do business in Idaho for construction of a residence, (4) expended at least the sum of Five Thousand Dollars (\$5,000.00)

the Plat may be amended by revised versions or revised portions thereof referred to and described as to effect an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Plat shall be made available for the examination of every Member at the offices of the Association during reasonable times. Such amendment to the Plat shall be effective, once properly adopted, upon recordation in the Ada County Recorder's Office in conjunction with the Declaration amendment.

19.4 Required Approvals. Notwithstanding the provisions of the foregoing subparagraphs of this ¶19:

19.4-1 If this Declaration or any applicable provision of law requires the consent or agreement of all Members, Owners, lienholders, trustees and beneficiaries under trust deeds, or a specified percentage thereof, for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all of the Members, lienholders, trustees and beneficiaries under trust deeds, or the specified percentage thereof, as required by this Declaration or by such law.

19.4-2 Until the Declarant's Class B Membership terminates, this Declaration may not be amended by the Members pursuant to ¶19.1 without the written consent of Declarant, which may be withheld for any reason.

19.5 Declarant's Right to Amend. Notwithstanding any other provision of this ¶19, until Declarant's Class B Membership terminates, the Declarant reserves the right to amend this Declaration without the approval of the Board or the Members; provided, however, that no such amendment shall have the effect of changing the plat of an Owner's individual Lot without the consent of the Owner.

20. GENERAL PROVISIONS.

20.1 Notices. Notices provided for in this Declaration, or the By-Laws, Association Rules or Design Guidelines, shall be in writing and shall be addressed to the Association at the address specified in the By-Laws. The Association may designate a different address or addresses for notice by giving written notice of such change of address to all Owners and Members at such time. All notices to Owners shall be to their respective Lot(s) or to the last address shown on the records of the Association and to other Members at the last address shown on the records of the Association. Any Member may designate a different address or addresses for notices to such member by giving written notice of his or her change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

20.2 Captions and Exhibits; Construction. Captions given to various sections herein and the Table of Contents for this Declaration are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein are incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property as hereinabove set forth.

20.3 Severability. If any provision of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines shall be construed as if such invalid part were never included therein.

20.4 Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall

continue until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States and the Governor of the State of Idaho.

20.5 Mortgage of Lots. Each Owner shall have the right, subject to the provisions hereof, to make separate Mortgages for his or her respective Lot. No Member shall have the right or authority to make or create or cause to be made or created any Mortgage, or other lien or security interest, on or affecting the Property or any part thereof, except only to the extent of his or her Lot.

20.6 Power of Attorney. Unless otherwise specifically restricted by the provisions of this Declaration, wherever the Association is empowered to take any action or do any act, including, but not limited to, action or acts in connection with the Common Areas or sale thereof, which may at any time be deemed to require the act of an Owner or Member, the Owners and Members and each of them hereby constitute and appoint the Association as their attorney-in-fact, as may be appropriate, for the purposes of taking such action or doing such acts including but not limited to executing, acknowledging and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is durable as defined by Idaho law, irrevocable and coupled with an interest and by becoming a Member of the Association or by the acceptance of a deed for a Lot or by signing a contract for purchase of a Lot or by succeeding in any other manner to the ownership of the Lot, or any interest therein, or a membership in the Association, each Owner and Member shall be deemed and construed to have ratified and expressly granted the above power-of-attorney.

21. GOLF COURSE AND CLUBHOUSE FACILITIES.

21.1 Disclaimer. ALL PRESENT AND FUTURE OWNERS, OCCUPANTS AND OTHER PERSONS AT ANY TIME PRESENT UPON OR HOLDING ANY INTEREST IN THE PROPERTY OR ANY PORTION OR LOT THEREOF HEREBY ACKNOWLEDGE AND AGREE THAT THEY ARE FULLY AWARE OF THE FACT THAT THE ACQUISITION OF PROPERTY ADJACENT TO OR IN THE VICINITY OF A GOLF COURSE HAS CERTAIN RISKS, INCLUDING THE RISK THAT FROM TIME TO TIME GOLF BALLS FROM THE GOLF COURSE MAY ENTER UPON OTHER PORTIONS OF THE PROPERTY AND DO DAMAGE TO PERSONS AND PROPERTY. ALL SUCH PERSONS ARE HEREBY ADVISED THAT THE GOLF COURSE HAS BEEN DESIGNED WITH LIMITED BUFFERS BETWEEN PLAYING AREAS AND ADJOINING ROADWAYS AND RESIDENTIAL PROPERTIES, AND ALL SUCH PERSONS HEREBY EXPRESSLY ASSUME SUCH RISK AND ACKNOWLEDGE AND AGREE THAT NO CLAIM FOR ANY HARM, DAMAGE OR INJURY OF ANY KIND CAUSED OR OCCASIONED BY GOLF BALLS OR ANY OTHER HAZARD ASSOCIATED WITH THE MAINTENANCE, OPERATION AND USE OF THE GOLF COURSE OR TO ENJOIN THE SAME SHALL BE MADE AGAINST THE DECLARANT, SPURWING COUNTRY CLUB, INC., THE DESIGNERS, THE OWNER OR OPERATOR OF SUCH GOLF COURSE, OR ANY PLAYERS THEREON OR MEMBERS, THEIR INVITED GUESTS OR ANY OTHER OWNER OR OTHER PERSON.

21.2 No Warranties. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other Person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to a "public play" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees, or independent contractors of the Declarant; and (d) the cessation of the use of the Golf Course Facilities as a functioning golf course and its conversion to a different use. No consent of the Association or any Owners shall be required to effectuate such transfer or conversion.

21.3 **Golf Course.** Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Golf Course. The owner of the Golf Course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

21.4 **Golf Course Layout.** Neither the Declarant, the Association nor the owner or operator of the Golf Course guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. The owner of the Golf Course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the tress, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

21.5 **Approval.** In recognition of the fact that the provisions of these paragraphs are for the benefit of the owner of the Golf Course, no amendment to this section, and no amendment in derogation of any rights reserved or granted to the owner of the Golf Course by other provisions of this Declaration may be made without the written approval of the owner of the Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

21.6 **Cooperation.** It is Declarant's intention that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Parcel and the Golf Course. Each shall reasonably assist the other in upholding the high quality of the overall project. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Golf Course.

22. CONSTRUCTION COMMENCEMENT DATE.

22.1 **Commencement Date.** Each Owner of a Lot in the subdivision covenants and agrees that such Owner shall promptly commence construction of a residence on his or her Lot within one (1) calendar year from the date that such Owner obtains an equitable or legal ownership in such real property. The failure to commence construction and thereafter diligently pursue completion of the residence shall be deemed a violation of these Covenants.

22.2 **Remedies.** If any Owner fails to commence construction of a residence upon a Lot purchased by such Owner with the one (1) year period commencing with the date of a conveyance from Declarant to Owner, Declarant shall have the right to repurchase the Lot at any time within 180 days after the expiration of the one year period upon giving 15 days' prior written notice of its intention to repurchase to Owner. The repurchase price shall be 90% of the price paid by Owner for the Lot when purchased from Declarant plus reimbursement for any real property taxes and assessments paid by Owner relating to the Lot. The provisions of this section shall be specifically enforceable. If Declarant fails to give written notice exercising its right of repurchase within the 180-day period, the right of repurchase shall be deemed waived. "Commencement of construction of a residence" as mentioned above, means that the Owner of the Lot has (1) obtained approval of the Design Review Committee, (2) obtained building permits from the appropriate governmental authorities authorizing construction of a residence and improvements as approved by the Design Review Committee, (3) entered into a construction contract with a contractor licensed to do business in Idaho for construction of a residence, (4) expended at least the sum of Five Thousand Dollars (\$5,000.00)

pursuant to such construction contract for on-site construction work, and (5) is proceeding toward the completion of the residence.

If an Owner provides Declarant with an affidavit certifying compliance with items (1), (2), (3), (4), and (5) of the preceding paragraph, Declarant shall provide a Quit Claim Deed in recordable form and a certificate of compliance with this Article thereby clearing title to any Lot with respect to the provisions of this Article.

22.3 **Completion.** All improvements commenced on any Lot shall be prosecuted diligently to completion and the exterior of any dwelling unit shall be completed within 12 months of commencement, unless an exception is granted in writing by the Design Review Committee. If an improvement is commenced and construction is then abandoned for more than 90 days or construction of the exterior of any dwelling unit is not completed within the required 12-month period, and after notice and hearing, then the Association may impose a fine of not less than \$500.00 per day on the Owner of the Lot until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment is clear circumstances beyond the Owner's control. Such charges shall be an assessment and lien as provided in this Declaration.

23. **RIGHTS AND OBLIGATIONS.** Each grantee of Declarant by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, or each purchaser under any agreement of sale, or each Person acquiring a membership in the Association, and the heirs, successors and assigns of the foregoing Persons, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any Person having at any time any interest or estate in such land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract or instrument evidencing or creating such interest.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed.

SPURWING LIMITED PARTNERSHIP,
an Idaho limited partnership

By Spurwing Corporation
General Partner

By 
Its President

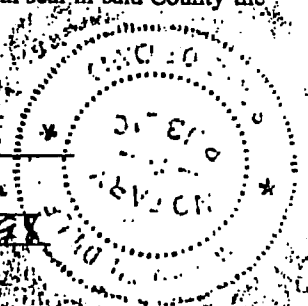
1889000399

STATE OF IDAHO)
) ss
County of Ada)

On this 6 day of July, 1995, before me, the undersigned, personally appeared John W. Hewitt, known or identified to me to be the President of *Spurwing Corporation*, the general partner in the limited partnership of *Spurwing Limited Partnership*, and the general partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that it executed the same in said partnership name.

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

A. Hill
Notary Public
Residing at: *Boonville*
Commission Expires: *7/15/98*



**DESCRIPTION FOR
SPURWING SUBDIVISION (NON-GOLF COURSE PROPERTY)**

A parcel of land being a portions of the West 1/2 and the SE 1/4 of Sections 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence along the Westerly boundary of the said Section 23

North 00°20'40" East 40.00 feet to an iron pin on the Northerly right-of-way line of State Highway 20(F.A.P. No. F-3021(5)), also said point being the **REAL POINT OF BEGINNING**; thence continuing

North 00°20'40" East 2594.75 feet to a brass cap marking the West 1/4 corner of the said Section 23; thence continuing

North 00°29'10" East 457.75 feet to an iron pin on the Southerly right-of-way line of Phyllis Canal; thence along the said Southerly right-of-way line

North 74°58'37" East 43.09 feet to an iron pin marking a point of curve; thence continuing along a curve to the right 187.86 feet, said curve having a central angle of 50°03'46", a radius of 215.00 feet and a long chord bearing

South 79°59'30" East 181.94 feet to an iron pin marking a point of tangent; thence continuing

South 54°57'38" East 312.98 feet to an iron pin marking a point of curve; thence continuing along a curve to the left 746.36 feet, said curve having a central angle of 54°28'31", a radius of 785.00 feet and a long chord bearing

South 82°11'53" East 718.56 feet to an iron pin marking a point of ending of curve; thence continuing

North 19°26'08" West 10.00 feet to an iron pin marking a point of beginning of curve; thence continuing along a curve to the left 12.65 feet, said curve having a central angle of 00°56'06", a radius of 775.00 feet and a long chord bearing

North 70°05'49" East 12.65 feet to an iron pin marking a point of tangent; thence continuing

North 69°37'46" East 315.41 feet to an iron pin; thence continuing

North 74°42'14" East 174.76 feet to an iron pin; thence continuing

North 77°31'41" East 309.07 feet to an iron pin marking a point of curve; thence continuing along a curve to the left 114.07 feet, said curve having a central angle of 12°26'55", a radius of 525.00 feet and a long chord bearing

North 71°18'13" East 113.84 feet to an iron pin marking a point of tangent; thence continuing

North 65°04'46" East 225.50 feet to an iron pin; thence continuing

North 58°35'47" East 197.24 feet to an iron pin marking a point of curve; thence continuing along a curve to the right 129.89 feet, said curve having a central angle of 15°40'02", a radius of 475.00 feet and a long chord bearing

North 66°25'48" East 129.48 feet to an iron pin marking a point of tangent; thence continuing

North 74°15'48" East 73.67 feet to an iron pin on the Easterly boundary of the said West 1/2 of the said Section 23; thence along the said Easterly boundary

South 00°26'41" West 2053.22 feet to an iron pin; thence leaving the said Easterly boundary

South 89°33'19" East 33.00 feet to a brass cap; thence along a line 33.00 feet Easterly of and parallel with the said Easterly boundary of the W 1/2 of Section 23

South 00°26'41" West 1280.88 feet to an iron pin on the said Northerly right-of-way line of State Highway 20, also said point marking a point of beginning of curve; thence along the said Northerly right-of-way line along a curve to the right 169.45 feet, said curve having a central angle of 00°16'58", a radius of 34337.48 feet and a long chord bearing

North 89°20'01" West 169.45 feet to an iron pin marking a point of tangent; thence continuing

North 89°11'32" West 2491.26 feet to the **POINT OF BEGINNING**,

said parcel of land contains 179.24 acres, more or less.

AND:

A parcel of land being portions of Sections 22 and 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23, thence along the Westerly boundary of the said Section 23

North 00°20'40" East 2634.75 feet to a brass cap marking the West 1/4 of the said Section 23; thence continuing

North 00°29'10" East 561.53 feet to a brass cap on the Northerly right-of-way line of the Phyllis Canal, also said point being the **REAL POINT OF BEGINNING**; thence along the said Northerly right-of-way line

South 74°58'37" West 374.09 feet to an iron pin; thence continuing

South 81°56'22" West 411.51 feet to an iron pin marking a point of curve; thence continuing along a curve to the left 215.32 feet, said curve having a central angle of 11°35'03", a radius of 1065.00 feet and a long chord bearing

South 76°08'50" West 214.96 feet to an iron pin marking a point of tangent; thence continuing

South 70°21'19" West 268.76 feet to an iron pin marking a point of curve; thence continuing along a curve to the right 121.71 feet, said curve having a central angle of 16°01'49", a radius of 435.00 feet and a long chord bearing

South 78°22'14" West 121.31 feet to an iron pin marking a point of tangent; thence continuing

South 86°23'09" West 350.38 feet to an iron pin; thence continuing

South 89°28'06" West 195.35 feet to an iron pin; thence continuing

North 86°58'12" West 73.05 feet to an iron pin; thence continuing

North 00°46'33" East 1778.52 feet to an iron pin on the Northerly boundary of the South 1/2 of the NE 1/4 of the NE 1/4 of said Section 22; thence along the said Northerly boundary

South 89°20'12" East 1955.42 feet to an iron pin marking the Northeast corner of the said South 1/2 of the NE 1/4 of the NE 1/4 of Section 22; thence along the said Westerly boundary of the said Section 23

South 00°29'10" West 658.77 feet to a point marking the Northwest corner of the South 1/2 of the NW 1/4 of the said Section 23; thence along the Northerly boundary of the said South 1/2 of the NW 1/4 of Section 23

South 89°31'58" East 2631.23 feet to an iron pin marking the Northeast corner of the said South 1/2 of the NW 1/4 of Section 23; thence along the Easterly boundary of the said NW 1/4 of Section 23

North 00°26'41" East 1316.57 feet to a brass cap marking the North 1/4 corner of the said Section 23; thence along the Northerly boundary of the NE 1/4 of the said Section 23

South 89°52'39" East 805.00 feet to an iron pin on the Southerly original meander line of the Boise River; thence along the said Southerly original meander line

South 01°04'56" East 484.52 feet to an iron pin; thence continuing

South 17°49'56" East 464.41 feet to an iron pin; thence continuing

South 84°34'56" East 862.48 feet to an iron pin; thence continuing

South 34°34'56" East 331.72 feet to an iron pin; thence continuing

South 78°04'56" East 497.58 feet to an iron pin; thence continuing

South 66°04'56" East 159.76 feet to an iron pin on the Easterly boundary of the said NE 1/4 of Section 23; thence along the said Easterly boundary of the said NE 1/4 of Section 23

South 00°30'35" West 282.23 feet to an iron pin on the extended Northerly right of way line of the said Phyllis Canal; thence along the said extended and Northerly right of way line of the Phyllis Canal

South 78°36'01" West 924.35 feet to an iron pin; thence continuing

South 89°42'01" West 651.80 feet to an iron pin; thence continuing

North 79°48'10" West 94.86 feet to an iron pin; thence continuing

North 66°12'20" West 205.06 feet to an iron pin; thence continuing
North 74°30'32" West 169.26 feet to an iron pin; thence continuing
South 87°11'36" West 186.90 feet to an iron pin; thence continuing
South 73°58'51" West 133.78 feet to an iron pin; thence continuing
North 87°22'26" West 188.28 feet to an iron pin; thence continuing
South 85°00'24" West 154.38 feet to an iron pin; thence continuing
South 74°15'48" West 86.56 feet to an iron pin marking a point of curve; thence continuing
along a curve to the left 153.13 feet, said curve having a central angle of 15°40'02", a radius of
560.00 feet and a long chord bearing

South 66°25'43" West 152.65 feet to an iron pin marking a point of tangent; thence
continuing

South 58°35'47" West 192.43 feet to an iron pin; thence continuing

South 65°04'46" West 220.69 feet to an iron pin marking a point of curve; thence continuing
along a curve to the right 95.60 feet, said curve having a central angle of 12°26'55", a radius of
440.00 feet and a long chord bearing

South 71°18'13" West 95.41 feet to an iron pin marking a point of tangent; thence continuing

South 77°31'41" West 311.17 feet to an iron pin; thence continuing

South 74°42'14" West 180.62 feet to an iron pin; thence continuing

South 69°37'46" West 319.18 feet to an iron pin marking a point of curve; thence continuing
along a curve to the right 11.26 feet, said curve having a central angle of 00°56'06", a radius of
690.00 feet and a long chord bearing

South 70°05'49" West 11.26 feet to an iron pin marking a point of ending of curve; thence
continuing

North 19°26'08" West 5.00 feet to an iron pin marking a point of beginning of curve; thence
continuing along a curve to the right 651.28 feet, said curve having a central angle of 54°28'31", a
radius of 685.00 feet and a long chord bearing

North 82°11'53" West 627.02 feet to an iron pin marking a point of tangent; thence
continuing

North 54°57'38" West 312.98 feet to an iron pin marking a point of curve; thence continuing
along a curve to the left 275.23 feet, said curve having a central angle of 50°03'46", a radius of
315.00 feet and a long chord bearing

North 79°59'30" West 266.56 feet to an iron pin marking a point of tangent; thence continuing

South 74°58'37" West 15.34 feet to the POINT OF BEGINNING,

said parcel of land contains 191.94 acres, more or less.

the above described parcels have a combined acreage of 371.23 acres, more or less,

EXCEPT:

PARCEL I (Lot 2, Block 1)

A parcel of land being a portion of the SW 1/4 and the NW 1/4 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence along the Westerly boundary of the said SW 1/4 of Section 23

North 00°20'40" East 324.83 feet to a point, said point being the **REAL POINT OF BEGINNING**; thence continuing

North 00°20'40" East 1575.37 feet to a point; thence
South 89°39'20" East 130.00 feet to a point; thence
North 00°20'40" East 100.00 feet to a point; thence
North 89°39'20" West 130.00 feet to a point; thence
North 00°20'40" East 634.56 feet to a point marking the West 1/4 corner of the said Section 23; thence along the Westerly boundary of the said NW 1/4

North 00°29'10" East 269.76 feet to a point; thence leaving the said Westerly boundary
South 89°30'50" East 30.00 feet to a point; thence
South 00°29'10" West 269.72 feet to a point; thence
South 00°20'40" West 240.08 feet to a point; thence
South 55°24'15" East 230.80 feet to a point; thence
South 61°15'01" East 166.51 feet to a point; thence
South 69°40'38" East 164.12 feet to a point; thence
South 78°04'07" East 165.12 feet to a point; thence
South 86°31'06" East 167.26 feet to a point; thence
North 89°55'37" East 146.00 feet to a point; thence
South 81°40'05" East 107.13 feet to a point; thence
South 68°32'20" East 110.08 feet to a point; thence
South 55°13'50" East 110.08 feet to a point; thence
South 41°55'20" East 110.08 feet to a point; thence
South 28°36'50" East 110.08 feet to a point; thence
South 15°18'20" East 110.08 feet to a point; thence
South 05°33'18" East 336.96 feet to a point marking a point of beginning of curve; thence along a curve to the left 239.08 feet, said curve having a central angle of 36°31'45", a radius of

375.00 feet and a long chord bearing

South 37°38'28" West 235.05 feet to a point marking the point of ending of curve; thence

North 35°09'43" West 122.77 feet to a point; thence

North 46°14'32" West 334.17 feet to a point; thence

North 56°51'30" West 485.23 feet to a point; thence

North 80°58'30" West 220.10 feet to a point; thence

South 03°00'40" East 291.05 feet to a point marking the point of beginning of curve; thence along a curve to the left 40.14 feet, said curve having a central angle of 46°00'00", a radius of 50.00 feet and a long chord bearing

South 31°16'49" West 39.07 feet to a point marking a point of ending of curve; thence

North 81°43'11" West 68.89 feet to a point; thence

South 00°48'28" West 305.94 feet to a point; thence

South 19°45'45" East 174.02 feet to a point; thence

South 20°37'12" West 531.07 feet to a point; thence

South 00°48'28" West 164.90 feet to a point; thence

South 75°59'24" West 156.18 feet to a point of curve; thence along a curve to the right 36.43 feet, said curve having a central angle of 104°21'16", a radius of 20.00 feet and a long chord bearing

North 51°49'08" West 31.60 feet to a point of ending of curve; thence

North 89°39'20" West 30.00 feet to the POINT OF BEGINNING,

said parcel of land contains 28.27 acres, more or less,

EXCEPT:

PARCEL II (Lot 4, Block 1)

A parcel of land being a portion of the SW 1/4 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence along the Westerly boundary of the said SW 1/4 of Section 23

North 00°20'40" East 40.00 feet to a point on the Northerly right-of-way line of State Highway 20; thence along the said Northerly right-of-way line

South 89°11'32" East 69.84 feet to a point of beginning of curve, also said point being the REAL POINT OF BEGINNING; thence leaving the said Northerly right-of-way line along a curve to the right 31.25 feet, said curve having a central angle of 89°32'12", a radius of 20.00 feet and a long chord bearing

North 44°25'26" West 28.17 feet to a point of tangent; thence
North 00°20'40" East 177.61 feet to a point of curve; thence along a curve to the right 26.41
feet, said curve having a central angle of 75°38'44", a radius of 20.00 feet and a long chord bearing
North 38°10'02" East 24.53 feet to a point of tangent; thence
North 75°59'24" East 194.94 feet to a point; thence
South 85°06'24" East 300.82 feet to a point; thence
North 82°16'37" East 505.59 feet to a point; thence
South 76°39'48" East 691.47 feet to a point; thence
North 00°48'28" East 789.24 feet to a point; thence
North 34°43'21" West 125.66 feet to a point; thence
North 43°12'34" West 245.54 feet to a point of curve; thence along a curve to the right 33.00
feet, said curve having a central angle of 94°33'00", a radius of 20.00 feet and a long chord bearing
North 04°03'55" East 29.38 feet to a point marking a point of compound curve; thence
continuing along a curve to the right 172.48 feet, said curve having a central angle of 30°24'28", a
radius of 325.00 feet, and a long chord bearing
North 66°32'45" East 170.47 feet to a point marking a point of ending of curve; thence
North 81°44'53" East 123.12 feet to a point of curve; thence along a curve to the right 28.30
feet, said curve having a central angle of 81°04'18", a radius of 20.00 feet and a long chord bearing
South 57°42'58" East 26.00 feet to a point of reverse curve; thence along a curve to left
253.03 feet, said curve having a central angle of 23°00'43", a radius of 630.00 feet and a long chord
bearing
South 28°41'11" East 251.33 feet to a point of tangent; thence
South 40°11'32" East 62.57 feet to a point of curve; thence along a curve to the right 300.55
feet, said curve having a central angle of 41°00'00", a radius of 420.00 feet and a long chord bearing
South 19°41'32" East 294.17 feet to a point of tangent; thence
South 00°48'28" West 417.11 feet to a point; thence
South 02°08'24" West 215.06 feet to a point; thence
South 00°48'28" West 120.00 feet to a point of curve; thence along a curve to the right 78.54
feet, said curve having a central angle of 90°00'00", a radius of 50.00 feet and a long chord bearing

South 45°48'28" West 70.71 feet to a point of tangent on the said Northerly right-of-way line of State Highway 20; thence along the said Northerly right-of-way line
 North 89°11'32" West 1926.96 feet to the **POINT OF BEGINNING**,

said parcel of land contains 19.70 acres, more or less,

EXCEPT:

PARCEL III (Lot 78, Block 1)

A parcel of land being a portion of the South 1/2 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the South 1/4 corner of the said Section 23; thence along the Easterly boundary of the SW 1/4 of the said Section 23

North 00°26'41" East 40.27 feet to a point marking a point of beginning of curve on the Northerly right-of-way line of State Highway 20, also said point being the **REAL POINT OF BEGINNING**; thence along the said Northerly right-of-way line along a curve to the left 33.00 feet, said curve having a central angle of 00°03'18", a radius of 34337.48 feet and a long chord bearing

South 89°26'51" East 33.00 feet to a point of ending of curve; thence leaving the said Northerly right-of-way line

North 00°26'41" East 1280.88 feet to a brass cap; thence

North 89°33'19" West 33.00 feet to an iron pin; thence

North 00°26'41" East 782.86 feet to an iron pin; thence

South 67°42'31" West 86.51 feet to a point marking a point of beginning of curve; thence along a curve to the right 311.59 feet, said curve having a central angle of 23°02'08", a radius of 775.00 feet and a long chord bearing

South 11°04'23" East 309.49 to a point of tangent; thence

South 00°26'41" West 415.03 feet to a point of curve; thence along a curve to the right 591.42 feet, said curve having a central angle of 90°21'47", a radius of 375.00 feet and along chord bearing

South 45°37'34" West 532.01 feet to a point of tangent; thence

North 89°11'32" West 95.03 feet to a point of curve; thence along a curve to the left 53.20 feet, said curve having a central angle of 101°36'18", a radius of 30.00 feet and along chord bearing

South 40°00'19" West 46.50 feet to a point of reverse curve; thence along a curve to the right 97.22 feet, said curve having a central angle of 11°36'18", a radius of 480.00 feet and a long chord bearing

South 04°59'41" East 97.06 feet to a point of tangent; thence
 South 00°48'28" West 417.11 feet to a point; thence
 South 00°31'28" East 215.06 feet to a point, thence
 South 00°48'28" West 120.00 feet to a point of curve; thence along a curve to the left 78.54
 feet, said curve having a central angle of 90°00'00", a radius of 50.00 feet and a long chord bearing
 South 44°11'32" East 70.71 feet to a point of tangent on the said Northerly right-of-way line
 of State Highway 20; thence along the said Northerly right-of-way line
 South 89°11'32" East 324.46 feet to a point of curve; thence along a curve to the left 136.45
 feet, said curve having a central angle of 00°13'40", a radius of 34337.48 feet and long chord bearing
 South 89°18'22" East 136.45 feet to the POINT OF BEGINNING,

said parcel of land contains 13.27 acres more or less,

EXCEPT:**PARCEL IV (Lot 53, Block 1)**

A parcel of land being a portion of the SW 1/4 and the NW 1/4 of Section 23, T.4N., R.1W.,
 B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence
 along the Southerly boundary of the said Section 23

South 89°11'32" East 2627.62 feet to a brass cap marking the South 1/4 corner of the said
 Section 23; thence

North 20°35'26" West 1100.58 feet to a point, also said point being the REAL POINT OF
 BEGINNING; thence

North 89°11'32" West 131.03 feet to a point of curve; thence along a curve to the right 34.22
 feet, said curve having a central angle of 65°21'51", a radius of 30.00 feet and a long chord bearing

North 56°30'37" West 32.40 feet to a point of reverse curve; thence along a curve to the left
 137.09 feet, said curve having a central angle of 16°21'51", a radius of 480.00 feet and a long chord
 bearing

North 32°00'37" West 136.63 feet to a point of tangent; thence

North 40°11'32" West 62.57 feet to a point of curve; thence along a curve to the right 348.19
 feet, said curve having a central angle of 35°00'00", a radius of 570.00 feet and a long chord bearing

North 22°41'32" West 342.80 feet to a point of tangent; thence

North 11°24'51" West 46.13 feet to a point; thence

North 84°48'28" East 271.85 feet to a point; thence

North 05°11'32" West 162.61 feet to a point; thence
 North 10°59'45" West 185.94 feet to a point; thence
 North 20°43'08" West 185.94 feet to a point; thence
 North 30°26'31" West 185.94 feet to a point; thence
 North 40°09'54" West 185.94 feet to a point; thence
 North 49°53'17" West 185.94 feet to a point; thence
 North 59°57'21" West 199.09 feet to a point; thence
 North 39°02'27" West 290.45 feet to a point on the Southerly right-of-way line of the Phyllis
 Canal; thence along the said Southerly right-of-way line
 North 69°37'46" East 92.95 feet to a point; thence leaving the said Southerly right-of-way line.
 South 51°56'52" East 91.51 feet to a point; thence
 South 57°16'23" East 66.76 feet to a point; thence
 South 36°46'36" East 70.27 feet to a point; thence
 North 88°03'11" East 37.72 feet to a point; thence
 South 65°29'04" East 32.65 feet to a point; thence
 South 38°54'13" East 56.82 feet to a point; thence
 South 23°08'15" East 40.00 feet to a point marking the point of beginning of curve; thence
 along a curve to the right 19.05 feet, said curve having a central angle of 02°16'25", a radius 480.00
 feet and a long chord bearing
 North 67°59'58" East 19.05 feet to a point of compound curve; thence along a curve to the
 right 33.16 feet, said curve having a central of 94°59'19", a radius of 20.00 feet and a long chord
 bearing
 South 63°22'10" East 29.49 feet to a point of tangent; thence
 South 15°52'31" East 3.26 feet to a point; thence
 North 74°07'29" East 40.00 feet to a point; thence
 North 15°52'31" West 3.26 feet to a point of curve; thence along a curve to the right 33.16
 feet, said curve having a central angle of 94°59'19", a radius of 20.00 feet and a long chord bearing
 North 31°37'08" East 29.49 feet to a point of compound curve; thence along a curve to the
 right 68.09 feet, said curve having a central angle of 08°07'38", a radius of 480.00 feet and a long
 chord bearing
 North 83°10'37" East 68.03 feet to a point of tangent; thence
 North 87°14'26" East 13.55 feet to a point; thence
 South 16°01'40" East 223.99 feet to a point; thence
 South 25°41'58" East 181.00 feet to a point; thence
 South 39°47'32" East 180.43 feet to a point; thence
 South 34°39'48" East 153.54 feet to a point; thence

South 33°42'23" East 105.62 feet to a point; thence
 South 19°20'07" East 107.02 feet to a point; thence
 South 04°45'45" East 110.67 feet to a point; thence
 South 00°48'28" West 291.00 feet to a point; thence
 South 89°11'32" East 301.94 feet to a point; thence
 South 00°26'41" West 104.21 feet to a point of curve; thence along a curve to the right
 512.57 feet, said curve having a central angle of 90°21'47", a radius of 325.00 feet and a long chord
 bearing
 South 45°37'34" West 461.07 feet to the **POINT OF BEGINNING**,

said parcel of land contains 12.26 acres, more or less,

EXCEPT:

PARCEL V (Lot 1, Block 2)(REVISED: 8/30/94)

A parcel of land being a portion of the NE 1/4 of Section 22 and a portions of the NW 1/4 and the NE 1/4 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the East 1/4 corner of the said Section 22; thence along the Easterly boundary of the said NE 1/4 of Section 22

North 00°29'10" East 561.53 feet to a point on the Northerly right-of-way line of the Phyllis Canal, also said point being the **REAL POINT OF BEGINNING**; thence along the said Northerly right-of-way line

South 74°58'37" West 374.09 feet to a point; thence continuing

South 81°56'22" West 411.51 feet to a point of curve; thence along a curve to the left 215.32 feet, said curve having a central angle of 11°35'03", a radius of 1065.00 feet and a long chord bearing

South 76°08'50" West 214.96 feet to a point of tangent; thence continuing

South 70°21'19" West 268.76 feet to a point of curve; thence along a curve to the right 121.71 feet, said curve having a central angle of 16°01'49", a radius of 435.00 feet and a long chord bearing

South 78°22'14" West 121.31 feet to a point of tangent; thence continuing

South 86°23'09" West 350.38 feet to a point; thence continuing

South 89°28'06" West 195.35 feet to a point; thence continuing

North 86°58'12" West 73.05 feet to a point; thence leaving the said Northerly right-of-way line of the Phyllis Canal

North $00^{\circ}46'33''$ East 1778.52 feet to a point; thence
 South $89^{\circ}20'12''$ East 1955.42 feet to a point on the said Easterly boundary of the said NE
 1/4 of Section 22; thence along the said Easterly boundary of the said NE 1/4 of Section 22
 South $00^{\circ}29'12''$ West 658.77 feet to a point marking the Northwest corner of the South 1/2
 of said NW 1/4 of Section 23; thence along the Northerly boundary of the said South 1/2 of the NW
 1/4 of Section 23
 South $89^{\circ}31'58''$ East 2631.23 feet to a point marking the Northeast corner of the said South
 1/2 of the NW 1/4 of Section 23; thence along the Easterly boundary of the said NW 1/4
 North $00^{\circ}26'41''$ East 350.91 feet to a point; thence
 South $89^{\circ}33'19''$ East 200.00 feet to a point; thence
 South $00^{\circ}26'41''$ West 300.00 feet to a point; thence
 South $89^{\circ}33'19''$ East 72.98 feet to a point; thence
 South $00^{\circ}26'41''$ West 549.61 feet to a point on the said Northerly right-of-way line of the
 Phyllis Canal; thence along the said Northerly right-of-way line of the Phyllis Canal
 North $87^{\circ}22'26''$ West 130.70 feet to a point; thence continuing
 South $85^{\circ}00'24''$ West 154.38 feet to a point; thence continuing
 South $74^{\circ}15'48''$ West 86.56 feet to a point of curve; thence along a curve to the left 153.13
 feet, said curve having a central angle of $15^{\circ}40'02''$, a radius of 560.00 feet and a long chord bearing
 South $66^{\circ}25'48''$ West 152.65 feet to a point of tangent; thence continuing
 South $58^{\circ}35'47''$ West 192.43 feet to a point; thence continuing
 South $65^{\circ}04'46''$ West 220.69 feet to a point of curve; thence along a curve to the right 95.60
 feet, said curve having a central angle of $12^{\circ}26'55''$, a radius of 440.00 feet and a long chord bearing
 South $71^{\circ}18'13''$ West 95.41 feet to a point of tangent; thence continuing
 South $77^{\circ}31'41''$ West 311.17 feet to a point; thence continuing
 South $74^{\circ}42'14''$ West 180.62 feet to a point; thence continuing
 South $69^{\circ}37'46''$ West 319.18 feet to a point of curve; thence along a curve to the right 11.26
 feet, said curve having a central angle of $00^{\circ}56'06''$, a radius of 690.00 feet and a long chord bearing
 South $70^{\circ}05'49''$ West 11.26 feet to a point marking a point of ending of curve; thence
 continuing
 North $19^{\circ}26'08''$ West 5.00 feet to a point marking a point of beginning of curve; thence along
 a curve to the right 651.28 feet, said curve having a central angle of $54^{\circ}28'31''$, a radius of 685.00
 feet and a long chord bearing
 North $82^{\circ}11'53''$ West 627.02 feet to a point of tangent; thence continuing
 North $54^{\circ}57'38''$ West 312.98 feet to a point of curve; thence along a curve to the left 275.23

feet, said curve having a central angle of $50^{\circ}03'46''$, a radius of 315.00 feet and a long chord bearing
North $79^{\circ}59'30''$ West 266.56 feet to a point of tangent; thence continuing
South $74^{\circ}58'37''$ West 15.34 feet to the POINT OF BEGINNING,

said parcel of land contains 130.87 acres, more or less,

(The total acreage for the parcel described above is 166.86 acres, more or less.)



SUPPLEMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS

FOR

SPURWING SUBDIVISION

96072802

David Havarro
ADA CC. RECORDER
J. DAVID HAVARRO *etal*
BOISE ID

'96 AUG 29 PM 4 29

FEE *30.00*
RECORDED AT THE REQUEST OF *David Havarro*

Dated: August 29, 1996

**SUPPLEMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS**

FOR

SPURWING SUBDIVISION

THIS SUPPLEMENT to Master Declaration of Covenants, Conditions & Restrictions ("Declaration") is made and entered into this 29th day of August, 1996, by SPURWING LIMITED PARTNERSHIP, an Idaho limited partnership, its successors and assigns ("Declarant").

WHEREAS, Declarant has developed the Spurwing Subdivision in accordance with a master plan and general scheme of development as an attractive, exclusive residential development together with a golf course and other related facilities known collectively as Spurwing ("Project"); and

WHEREAS, Declarant deemed it desirable to establish covenants, conditions, and restrictions upon the Property and each and every portion thereof and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, including the creation of certain golf course easements and public utilities, irrigation, and drainage easements pertaining thereto as more fully set forth in the original Declaration recorded with the Ada County Recorder's Office on July 6, 1995, as Ada County Instrument No. 95045764, pertaining to the real property located in the Spurwing Subdivision as denoted in the plat filed with regard thereto on July 6, 1995, as Ada County Instrument No. 95045763; and

WHEREAS, Declarant desires to set forth an additional and supplemental golf course easement ("Golf Course Easement") and new twelve-foot (12') public utilities, irrigation, and drainage easement ("Public Utilities, Irrigation & Drainage Easement") pertaining to certain real property as hereinafter described.

NOW, THEREFORE, Declarant, for the purposes above set forth, declares that the real property as hereinafter described in Exhibits A and B ("Property") shall hereafter be sold, held, transferred, conveyed, leased, occupied, and used subject to the Golf Course Easement and Public Utilities, Irrigation & Drainage Easement as hereafter described, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any right, title, or interest in or to the Property, or any part thereof, irrespective of whether or not referenced in a deed or other applicable instrument of

conveyance, and shall inure to the benefit of Declarant, each owner thereof, the Association, and each member of the Association where applicable.

1. GOLF COURSE EASEMENT. The Golf Course Easement as described in Exhibit A shall be in favor of Declarant and Spurwing Country Club, Inc. and shall be as defined in paragraph 5.5 of the Declaration and shall encumber and bind the real property as set forth in the legal description denoted as Exhibits A-1 through A-3 attached hereto and incorporated herein by reference. The foregoing supplemental Golf Course Easement shall be in addition to the existing golf course easement as otherwise set forth in the plat filed with respect to the Property and the Project.

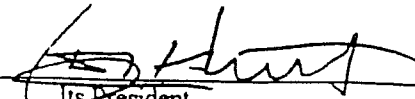
2. PUBLIC UTILITIES, IRRIGATION & DRAINAGE EASEMENT. The Public Utilities, Irrigation & Drainage Easement as hereinafter described shall be in favor of Declarant, those utility companies benefitted by such utility easements, and Spurwing Country Club, Inc. and shall be as defined in paragraph 5 of the Declaration and plat for the Project and shall encumber and bind the real property as set forth in the legal description thereof denoted as Exhibits B-1 through B-3 attached hereto and incorporated by reference. The foregoing Public Utilities, Irrigation & Drainage Easement shall be in addition to the utilities easement as may otherwise be set forth in the plat filed with respect to the Property and Project.

3. ORIGINAL DECLARATION. The original Declaration pertaining to the Property shall remain in full force and effect except as specifically supplemented by the Golf Course Easement and Public Utilities, Irrigation & Drainage Easement as set forth in Exhibits A and B attached.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed.

SPURWING LIMITED PARTNERSHIP,
an Idaho limited partnership

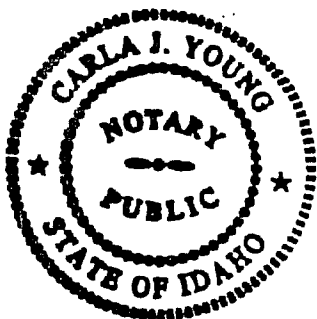
By Spurwing Corporation,
General Partner

By 
Its President

STATE OF IDAHO)
 ss.
County of Ada)

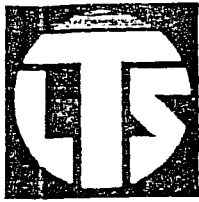
On this 29th day of August, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN W. HEWITT, known or identified to me to be the President of *SPURWING CORPORATION*, the general partner in the limited partnership of *SPURWING LIMITED PARTNERSHIP*, and the general partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that it executed the same in said partnership 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.



Carla J. Young

NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My commission expires: 11-30-99



**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702

(208) 385-0636

Fax (208) 385-0696

Project No. 1136-3-18

Date: May 20, 1996

**DESCRIPTION FOR
ADDITIONAL GOLF COURSE EASEMENT
LOTS 15 THRU 21, BLOCK 1, SPURWING SUBDIVISION**

A parcel of land being a portion of Lots 15 through 21 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

BEGINNING at an iron pin marking the Northeast corner of the said Lot 21; thence along the East boundary of the said Lot 21

South 19°22'35" West 25.88 feet to an iron pin; thence leaving the said East boundary

North 74°00'23" West 79.21 feet to an iron pin; thence

North 50°08'39" West 72.56 feet to an iron pin; thence

North 38°57'08" West 187.64 feet to an iron pin; thence

North 58°40'00" West 582.19 feet to an iron pin; thence

North 71°49'01" West 185.04 feet to an iron pin on the West boundary of the said Lot 15;

thence

South 76°28'33" East 186.66 feet to an iron pin; thence

South 64°59'30" East 172.14 feet to an iron pin; thence

South 59°26'31" East 172.31 feet to an iron pin; thence

South 54°07'41" East 170.84 feet to an iron pin; thence

South 44°15'22" East 150.04 feet to an iron pin; thence

South 52°43'00" East 128.60 feet to an iron pin; thence

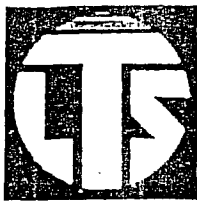
South 84°46'25" East 61.50 feet to an iron pin on the North boundary of the said Lot 21;

thence along the said North boundary

South 35°09'43" East 67.56 feet to the **POINT OF BEGINNING**,

said parcel of land contains 0.643 acre, more or less.





Project No. 1136-3-18

Date: May 20, 1996

**DESCRIPTION FOR
ADDITIONAL GOLF COURSE EASEMENT
LOT 22, BLOCK 1, SPURWING SUBDIVISION**

A parcel of land being a portion of Lot 22 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of the said Lot 22; thence along the North boundary of the said Lot 22

South 84°48'24" West 210.07 feet to an iron pin, also said point being the **REAL POINT OF BEGINNING**; thence leaving the said North boundary

South 36°13'25" East 76.49 feet to an iron pin; thence

South 50°44'53" East 41.02 feet to an iron pin; thence

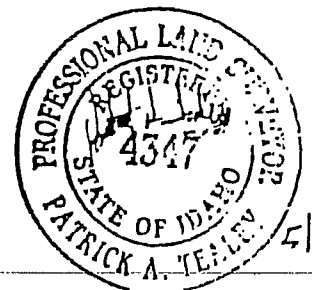
South 08°52'30" East 59.98 feet to an iron pin on the South boundary of the said Lot 22, also said point marking a point of curve; thence continuing along the said South boundary along a curve to the left 103.44' feet, said curve having a central angle of 15°51'19", a radius of 375.00 feet and a long chord bearing

South 73°49'13" West 103.77 feet to an iron pin marking a point of ending of curve; thence leaving the said South boundary

North 22°57'28" East 77.16 feet to an iron pin; thence

North 09°12'12" West 106.07 feet to the **POINT OF BEGINNING**,

said parcel of land contains 0.174 acre, more or less.





**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702

(208) 385-0636

Fax (208) 385-0696

Project No. 1136-3-18

Date: May 20, 1996

**DESCRIPTION FOR
ADDITIONAL GOLF COURSE EASEMENT
LOTS 29 THRU 31, BLOCK 1, SPURVING SUBDIVISION**

A parcel of land being a portion of Lots 29 through 31 of Block 1 of Spurving Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of the said Lot 29; thence along the East boundary of the said Lot 29

South 14°48'25" West 229.10 feet to an iron pin; thence leaving the said East boundary

North 82°11'14" West 22.23 feet to an iron pin, also said point being the **REAL POINT OF BEGINNING**; thence continuing

North 82°11'14" West 102.82 feet to an iron pin; thence

North 86°09'12" West 146.83 feet to an iron pin; thence

North 84°10'00" West 60.12 feet to an iron pin; thence

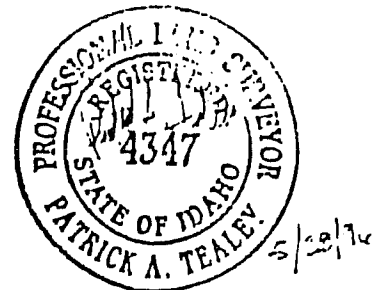
North 81°57'43" East 94.08 feet to an iron pin; thence

South 86°10'08" East 113.48 feet to an iron pin; thence

South 76°46'08" East 63.67 feet to an iron pin; thence

South 62°15'50" East 44.99 feet to the **POINT OF BEGINNING**,

said parcel of land contains 0.113 acre, more or less.





Project No. 1136-3
Date: July 9, 1996

**DESCRIPTION FOR
NEW 12' PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT
LOTS 15 THRU 21, BLOCK 1, SPURWING SUBDIVISION**

A parcel of land being a portion of Lots 15 through 21 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho lying 12.00 feet Southerly of and adjacent with the following described line:

Commencing at an iron pin marking the Northeast corner of the said Lot 21; thence along the East boundary of the said Lot 21

South 19°22'35" West 25.88 feet to an iron pin, also said point being the **REAL POINT OF BEGINNING**; thence leaving the said East boundary

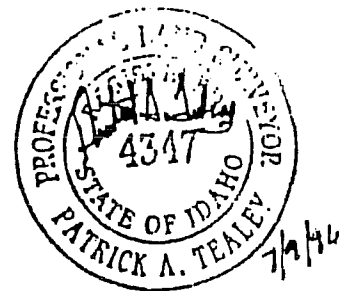
North 74°00'23" West 79.21 feet to an iron pin; thence

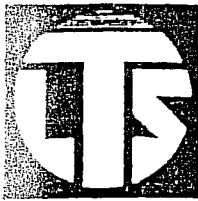
North 50°08'39" West 72.56 feet to an iron pin; thence

North 38°57'08" West 187.64 feet to an iron pin; thence

North 58°40'00" West 582.19 feet to an iron pin; thence

North 71°49'01" West 185.04 feet to an iron pin on the West boundary of the said Lot 15 marking the **POINT OF ENDING** of the above described line.





**TEALEY'S LAND
SURVEYING**

109 South 4th Street Boise, Idaho 83702

(208) 385-0636

Fax (208) 385-0696

Project No. 1136-3

Date: July 9, 1996

**DESCRIPTION FOR
NEW 12' PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT
LOT 22, BLOCK 1, SPURWING SUBDIVISION**

A parcel of land being a portion of Lot 22 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho lying 12.00 feet Easterly of and adjacent with the following described line::

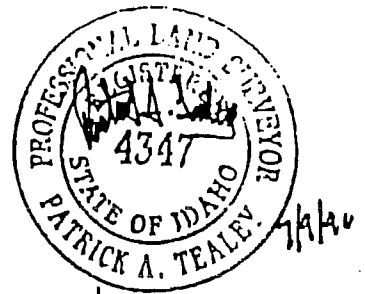
Commencing at an iron pin marking the Northeast corner of the said Lot 22; thence along the North boundary of the said Lot 22

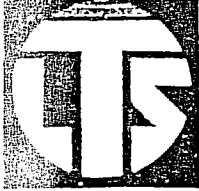
South 84°48'24" West 210.07 feet to an iron pin, also said point being the **REAL POINT OF BEGINNING**; thence leaving the said North boundary

South 36°13'25" East 76.49 feet to an iron pin; thence

South 50°44'53" East 41.02 feet to an iron pin; thence

South 08°52'30" East 59.98 feet to an iron pin on the South boundary of the said Lot 22 marking the **POINT OF ENDING** of the above described line.





Project No. 1136-3
Date: July 9, 1996

**DESCRIPTION FOR
NEW 12' PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT
LOTS 29 THRU 31, BLOCK 1, SPURWING SUBDIVISION**

A parcel of land being a portion of Lots 29 through 31 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 through 7108 lying in Section 23, T.4N., R.1W., B.M., Ada County, Idaho lying 12.00 feet Northerly of and adjacent with the following described line:

Commencing at an iron pin marking the Northeast corner of the said Lot 29; thence along the East boundary of the said Lot 29

South 14°48'25" West 229.10 feet to an iron pin; thence leaving the said East boundary

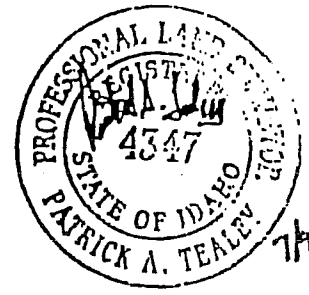
North 82°11'14" West 22.23 feet to an iron pin, also said point being the **REAL POINT OF BEGINNING**; thence

North 62°15'50" West 44.99 feet to a point; thence

North 76°46'08" West 63.67 feet to a point; thence

North 86°10'08" West 113.48 feet to a point; thence

South 81°57'43" West 94.08 feet to the **POINT OF ENDING** of the above described line.



ADA COUNTY RECORDER
 J. DAVID NAVARRO
 CLERK, BOARD

SPURWING HOMEOWNERS ASSOCIATION
 2002 SP 23 AM 11:15
RESOLUTION and AMENDMENT

FEE 9.5 DEPUTY mech

102108465

Spurwing HOA

Maintenance of Unimproved/Unbuilt Lots

Whereas the Spurwing Subdivision has a *Master Declaration of Covenants, Conditions & Restrictions* empowering the Spurwing Homeowners Association Board of Directors under Article 4, Section 8 to adopt rules and regulations that it deems reasonable and appropriate, and,

Whereas Article 11, Section 1 authorizes the Design Review Committee to establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines which the Committee may, from time to time in its sole discretion, amend, repeal or augment, and,

Whereas the Design Guidelines are incorporated into the *Master Declaration of Covenants, Conditions & Restrictions* and shall be deemed to be a part of the Declaration and shall be binding on all Owners, Members or other Persons as if expressly set forth therein,

Therefore the following shall be incorporated into those *Design Guidelines*, which are hereby amended as follows:

3.3.5. Landscaping of Unbuilt Lots. *It is the general community objective that landscape development be completed and expedited so that the development of landscapes follows closely in time to the sales of Lots in Spurwing. The desired aesthetic cannot be accomplished where Lots are held after sale but not improved. Therefore, within two years of such time as a Lot is sold for the first time by Spurwing Limited, then that Lot shall have landscaping improvements even in the instance that construction of the dwelling is not undertaken. Such improvements shall consist at a minimum of the following: 1. Ground shall be seeded with grass appropriate to and comparable to that of completed homes in the subdivision; 2. Lots shall have installed an underground sprinkler system; 3. Lots shall be kept green and mowed to a height not to exceed 4", and weeds shall be kept to a minimum.*

In the event that an owner fails to maintain his Lot in accordance with the standards set forth in the above paragraph, then the Association may, at its option, cause such maintenance to be accomplished and charge the Owner for the complete cost thereof, pursuant to Section 10.3 of the Master Declaration of Covenants, Conditions, and Restrictions for Spurwing Subdivision.

Now, therefore, be it resolved that the Association, by and through the Spurwing Homeowners Association Board of Directors and with the Spurwing Subdivision Design Review Committee, adopt the preceding amendment to the *Design Guidelines* for Spurwing Subdivision.

For Spurwing Homeowners Association Board of Directors

[Signature]

8/23/02

Patrick F. House

8/23/02

Carol Hoelzel

8/24/02

For the Spurwing Subdivision Design Review Committee

[Signature]

8-29-02

[Signature]

8-29-02

Wanda C. Eckhart
Managing Agent

8-29-02

PERSON ACKNOWLEDGING INSTRUMENT UNKNOWN TO
NOTARY BUT PROVEN TO BE SIGNER BY SATISFACTORY
IDENTIFICATION

State of Idaho)
S.S.
County of Ada)

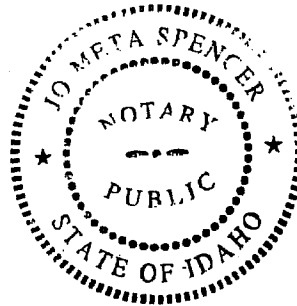
On this 23 day of Sept, in the year of 2002 before me
Jo Meta Spencer personally appeared Charles S. Everhart and
on the basis of satisfactory evidence to be the person(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged that he (she)
(they) executed the same.

S
E
A
L

Jo Meta Spencer

Notary Public

My Commission Expires on 9-1-06



ADA COUNTY RECORDER
J. DAVID NAVARRO
RECORDER

2002 SP 23 AM 11:17

RECORDED - REQUEST OF

FEE 33 DEPUTY *[Signature]*

102108466

Spurwing HOA

**DESIGN GUIDELINES OF SPURWING SUBDIVISION
(Amended August 29, 2002)**

DESIGN GUIDELINES OF SPURWING SUBDIVISION

The SPURWING Design Guidelines are made effective the 29th day of August 2002, pursuant to the Declaration of Covenants, Conditions and Restrictions for Spurwing Subdivision.

I. INTRODUCTION

These Guidelines are assembled to set a standard of quality for Spurwing, yet the intent is to encourage the owner, the home and landscape designer to use their creativity in order to give this development a sense of diversity within this designated level of design quality. The Design Review Committee is flexible and receptive to a wide variety of good design, and encourages early submittal of design concepts at a preliminary stage of development.

The primary goal of SPURWING is "Quality Design" which includes not only the actual buildings, but their relationship to the site, adjoining structures, existing amenities, the landscaping scheme with plant material selection and other proposed improvements. As the lots in Spurwing are large, and in many cases contiguous to either the golf course fairways or view rim, the Design Review Committee will not approve "facade architecture", wherein only the front (and sometimes the rear) elevations are emphasized and the remaining sides do not reflect the same quality of design. Integrity of design, quality materials, sensitive site planning, landscaping & site amenities, finish textures and colors will be reviewed. Establishment and protection of view corridors will be a basic consideration of the site plan and location of the proposed improvements. Special consideration will be given to the overall relationship of the adjoining developments to the one being reviewed.

II. SUBMITTAL PROCEDURES

2.1 Preliminary Submittal

2.1.1 Purpose: The preliminary submittal gives the Architectural Representative and the Design Review Committee a chance to comment on the design at an early stage prior to the applicant's commitment to a complete set of contract documents that might have a basic problems. Often the problem might not be inherent to the design itself, but its relationship to adjoining developments that might not be known to the applicant. This preliminary submittal will generally assist the later construction approval in expediting a "cleaner" issuance of a Construction Approval Letter. It is advisable for the applicant to telephone the Architectural Representative and discuss this phase of the submittal process.

2.1.2 On-Site Review: Prior to scheduling either this review or the final Construction Approval review, the proposed building footprint shall be accurately staked. The Builder/Owner shall then arrange for a joint on-site review with the Architectural Representative.

2.1.3 Appeal: At this preliminary submittal stage or at the final Construction Approval review, an applicant can appeal the decisions of the Architectural Representative by submitting the problem issue to the full Design Review Committee.

2.1.4 Form: Preliminary submittals shall include the following: Site plan, rough grading plan, floor plan, elevations indicating only the major details, landscape schematic plan with major plant materials identified. These should be submitted in duplicate as one copy will be retained in the project file and the other returned with appropriate markings indicating suggested modifications along with written review comments.

2.2 Construction Documents Approval

2.2.1 Purpose: The Owner must obtain a Construction Approval Letter from the Architectural Representative prior to making ANY improvements on any lot in SPURWING. The Construction Documents submittal shall include the completed and signed "Architectural Committee Submittal Form and Application", required fees, and the necessary construction documents. Drawings submitted to the Architectural Committee and their Architectural Representative shall be consistent with one another and accurately drawn exactly as the improvement is to be built. If, during construction, the owner desires to make exterior changes from the approved set of drawings, sufficient notification is required and prior approval by the Design Review Committee is mandatory prior to making the modification. Drawings of the proposed modifications will need to be submitted for review and approval.

2.2.2 Revisions: Conditional approval may be given in the Construction Approval Letter that requires modification, clarification, and resubmittal of several items. Rather than restraining the owner from starting construction, this procedure is implemented for the owner's benefit, responses from the owner are expected within twenty (20) days of the date of issuance of the Construction Approval Letter.

2.2.3 Fees: The submittal fee is _____, up to _____ of this fee is refundable following final inspection depending on the degree of compliance and completeness of the required submittals. A "standard level of expectation" consists of the following three steps: On-site review of the staked foot print layout and proposed grade changes, construction documents submittal (including landscape) and approval, and final inspection (including completed landscaping). Additional reviews required beyond these three steps such as the optional preliminary submittal, separate landscape submittal, separate review of contingent items, required additional site visits will be considered "non-standard" and will reduce the _____ refund as determined by the Architectural Representative.

2.2.4 Violations: Any improvement built in violation with the approved construction documents shall be considered a violation, whether or not the change is considered superior to the original proposal. The matter will automatically be transferred from the jurisdiction of the Design Review Committee to the disposition of The SPURWING Homeowner's Association for whatever action it deems necessary, including, but not limited to, the assessment of a fine as provided by the forgoing Association. Changes desired during construction to any exterior element of the project must be submitted to the Design Review Committee.

2.2.5 Construction Timing: All building construction must be completed within twelve (12)

months of commencement of construction. All landscaping including the sprinkler system must be completed prior to final inspection. Final inspections, including landscaping, shall be requested no later than ninety (90) days from occupancy. Legitimate requests for time extensions based on inclement weather will be considered on a case-by-case basis. Otherwise the Architectural Representative, following proper notification and clearance from the Design Review Committee, shall proceed with this inspection.

2.2.6 Content: The Design Review Committee is charged with the responsibility to the homeowners of SPURWING to approve specific installations and cannot approve such drawings when their deficiencies are apparent and the construction documents are not complete. All such documents shall be mailed or delivered to the Committee at _____. These drawings shall contain as a minimum the following:

2.2.6.1 Site Plan: The application must be accompanied by a complete site plan at a minimum scale of 1"=20'-0" that accurately indicates the boundary, required setbacks and easements, existing as well as the proposed topography, and site amenities information. The building footprint shall conform to the specific building envelope set backs provided for each lot in SPURWING. Delineate with a dashed line the proposed staging (storage of materials and equipment) areas. It is preferred that the roof plan indicating ridges, valleys, and overhangs be included on the site plan, however it can be presented on a separate drawing. A complex roof form may require the Architectural Representative to request an isometric or perspective drawing or model. Appropriate fine grading notes shall be included to contain any surface drainage on site at the side and rear yard property lines, and on the special set-back line at the fairways.

2.2.6.2 Landscape Plan: Within 30 days from the time of Construction Submittal, a complete landscape plan drawn at least to the same scale as the site plan must be submitted. This plan shall reflect comments and directions following the theme established in the Preliminary Submittal review. It should indicate location of all existing trees, water's edge, proposed sight improvements, plant material species by location, number and size at the time of planting. An automatic underground sprinkling system shall be part of this work.

2.2.6.3 Floor Plans: Floor plans shall be submitted at a scale of 1/4"=1'-0". Drawings that are reversed from the site plan footprint shall have an additional set of "reverse prints" of the floor plans and elevations.

2.2.6.4 Elevations: All exterior elevations shall be shown at a minimum scale of 1/8"=1'-0". Include all exterior patios, decks, and utility screens. Indicate type and size of finish materials, location and height of furnace flues, plumbing vents, location and detail of all attic venting. Metal roof vent caps are strongly discouraged; ridge, soffit, and dormer vent systems are required.

2.2.6.5 Exterior Finish Material and Colors: Finish exterior material samples with exact finish colors (paint or stain) shall be submitted. The Architectural Representative must be

informed not only of the proposed body, fascia and trim colors, but those of "factory finished" manufactured windows, garage doors, entry door, gutters and downspouts, flashings, vents, etc. All exterior metal shall be painted or have a factory finish.

2.2.7 Inspections: The Design Review Committee has the authority to make on-site inspections following the submission of preliminary or construction submittal documents. At completion of the project, and preferably prior to occupancy, the owner shall notify the Architectural Representative of completion and request a final inspection. The Architectural Representative will make an on-site inspection to verify compliance with the documents and contingencies from earlier reviews. The owner shall be notified of the action of the Design Review Committee within twenty (20) days following this inspection.

2.3 Alterations to Existing Improvements

2.3.1 Alteration Submittals: All alterations and modifications must be approved by the Design Review Committee. This includes but is not limited to painting and staining, reroofing, alterations and additions to the site of structures, addition of exterior mechanical equipment and devices, and landscape modifications. These changes shall be made with the "Design Review Committee Form and Application" with appropriate scaled drawings if applicable. The owner will be notified of this action of the Design Review Committee within twenty (20) days of submission. This alteration approval shall be valid for a period of six months. Repainting or restaining requests shall be accompanied by paint and stain color chips. Following approval, and upon completion of the project, the Architectural Representative shall be notified for a final inspection.

III DESIGN AND CONSTRUCTION GUIDELINES

Certain design and construction elements are fundamental to the establishment of SPURWING design level, and will assist the Owner in preparation of plans and proper control of the construction procedure. To achieve a high quality community image, both the overall building appearance and its details should convey a sense of solid, permanent construction. The Design Review Committee will discourage facade treatments that are associated with impermanent, hastily built, or obviously inexpensive construction materials or techniques. Major grading alterations are discouraged. Quality design on just the front elevation indicates tacked-on, veneer-type facade treatment and will be discouraged, as a continuity of excellent design will be required for the total building. A house design that attempts to show a statement of quality on the front elevation but abandons all pretense of design or quality on the other sides and rear will not be approved. Minimum single level house size is 2,800 s.f. excluding the garage. In an effort to create variety in roof planes, two-story houses have a limiting second floor size to not exceed 75% of the ground floor excluding the garage. Rim lots will have a rear yard set back from the rim edge of 40 ft. for single story houses and 60 feet for two story houses. The rim edge may be slightly rounded for the first 15 ft. maximum, however exact grading plans will need to be submitted and approved at the Preliminary Submittal. Period architectural design (Georgian, Tudor, etc.) is difficult to successfully execute since the materials and detailing necessary to achieve a quality image is very expensive. However, submittals imitating a "period" style are expected to be authentic representations of the original period styles and shall be

consistent with that style from all views.

The garage shall not be the major design statement of the house as viewed from the street. Special attention shall be given to emphasis on the main body of the house as the focal point with the garage element either not seen from the street or carefully screened. This basic consideration will be reviewed at the Preliminary Submittal. SPURWING encourages curving driveways with berming and landscaping to help screen the garage, and encourages consideration of side or rear entrance garages.

Exterior amenities such as decks, patio covers, trellises, gazebos, hot tubs etc. shall be designed and finished as extensions of the original house design theme.

Driveways using single curb cuts should be "paired" according to the SPURWING master driveway layout. The intent is again to create an "estate feel" of an expanse of broad rolling sodded areas broken only by the "paired" driveways and "paired" mailboxes with street numbers. However, two curb cuts per lot will be allowed for those desiring a circular drive-through.

3.1 Construction: Staging areas are required on each site plan to limit the impact of storage of materials and equipment on the surrounding parcels. Building materials and construction vehicles shall be kept completely on the construction site unless prior approval of the Design Review Committee is obtained. The owner shall monitor the construction procedure to see that the street is kept free of mud and debris, the trash hauled away from the site, the various trade crews' dogs will not be allowed to run loose on the site. In general the project shall be kept in a neat and tidy condition. Periodic water sprinkling may be required for dust control.

3.2 Construction Signage: All advertising signs shall be limited to twelve square feet and shall be subject to Design Review Committee approval as to design and color. No more than one (1) sign shall be permitted on any Building Lot at any one time and all signs shall be located at least twenty (20) feet back from the front property line. Streamers, flags and other like advertising are expressly prohibited.

3.3 Landscaping: The general community objectives for landscape development include creation of 1.-Smooth harmonious transitions from homesite to homesite, 2.-The feeling of spaciousness that comes from extending views beyond each homesite, 3.-A rich, diverse landscape that includes a mix of deciduous and evergreen trees, shrubs and groundcovers, flowering trees and shrubs and additional seasonal color from annuals and perennials. To expedite approval, it is recommended that the landscape design be prepared by a professional Landscape Architect. The desired aesthetic for Spurwing is an open spacious landscape with subtle berming that serves as a unifying element to soften and anchor to the earth a variety of homes. There will be an ever-present interest generated by the plant materials throughout the four seasons. This can be achieved by spring flowers and new foliage, summer shade and seasonal color from annuals and perennials, fall foliage and winter forms, persistent fruits and evergreen color. Certain plants and trees are common to this area and have been found to grow well. The Architectural Representative will furnish a suggested list upon request. The landscape designer must review existing adjacent landscape development to insure

smooth transition between homesites. Ninety percent (90%) of the ground area shall be planted in grass; the grass area shall be designed to form a continuous grass appearance along the property frontage from the back of the curb and to adjacent properties. All planter beds must be held back fifteen (15) feet from the front curb or sidewalks to create a flowing expanse of gently bermed sod. Extensive continuous screening (especially with evergreen materials) should be avoided along side property lines especially in front and rear yards. The total front yard (except the driveways and entry paving) is to be landscaped. Cinder, gravel, and other non-organic material are not allowed as a ground cover. Natural, native bark product ground cover mulches are recommended to hold moisture and add organic matter back to the soil. A minimum of one (1) tree shall be planted per 1000 square feet of front yard ground plane area and one (1) tree per 2000 square feet of rear yard area. They shall be a minimum of 2-1/2" caliper in size measured six inches (6") above the ground plane. Trees shall not be planted closer than 15 feet from the inside of the curb, and shall be located in an informal pattern with a minimum of ten feet (10') offset. All landscaping including weed control shall be maintained in a healthy and neat appearance, and irrigated with an automatic underground system. Landscaping that is not healthy or does not survive shall be immediately replaced.

3.3.1 Landscape of Lots Adjacent To Fairways: The landscape approach and grading of the rear yards facing the fairways is critical to the image and character of the total development, and will be reviewed at the Preliminary Submittal for applicable building lots. The visual appearance of the rear yard should reveal a harmonious transition of berms and landscape materials to the fairways and blend in with landscape development within adjoining properties. Every effort should be made between adjoining property owners to create and maintain landscapes that provide occasional views paralleling the fairways that extend beyond property lines. Do not landscape the fairway easement in the rear yard area.

3.3.2 Landscape of Lots on the Rim: In order to maintain continuity, the actual sloped portion of the rim shall be left in an existing natural condition with native growth encouraged. Slight rounding of the edge will be considered and shall be reviewed in the Preliminary Submittal. All shrubs and trees in these rear yard areas will be located with respect for the neighbors' views.

3.3.3 Landscape Related Items: Structured screening augmented by appropriate plant materials is required for utility meters, service yards, trash storage, firewood, bicycles, external mechanical equipment, and other utilitarian items that would detract from a quality development. All basket ball backstops and similar recreational equipment shall be located in the rear yard areas and not associated with the garage and driveway on the front of the house, and shall be appropriately screened. Screening for mechanical systems must be designed and insulated for noise control to protect adjoining properties. These screens shall be designed as an extension of the house design.

3.3.4 Landscape Scheduling: Landscape scheduling should be a part of the total project and scheduled to follow in sequence with the house construction. All landscaping shall be accomplished as soon as reasonably possible which is considered 60 days from occupancy unless there are valid weather constraints. Ideally it should be completed in connection with other improvements in the spirit of creating as little disturbance as possible to the neighboring homes. The Design Review

Committee may specify the timing for the commencement and completion of landscaping and other exterior improvements.

3.3.5. Landscaping of Unbuilt Lots: It is the general community objective that landscape development be completed and expedited so that the development of landscapes follows closely in time to the sales of Lots in Spurwing. The desired aesthetic cannot be accomplished where Lots are held after sale but not improved. Therefore, within two years of such time as a Lot is sold for the first time by Spurwing Limited, then that Lot shall have landscaping improvements even in the instance that construction of the dwelling is not undertaken. Such improvements shall consist at a minimum of the following: 1. Ground shall be seeded with grass appropriate to and comparable to that of completed homes in the subdivision; 2. Lots shall have installed an underground sprinkler system; 3. Lots shall be kept green and mowed to a height not to exceed 4", and weeds shall be kept to a minimum.

In the event that an owner fails to maintain his Lot in accordance with the standards set forth in the above paragraph, then the Association may, at its option, cause such maintenance to be accomplished and charge the Owner for the complete cost thereof, pursuant to Section 10.3 of the Master Declaration of Covenants, Conditions, and Restrictions for Spurwing Subdivision.

3.4 Accessory Buildings: Only temporary construction related buildings may be erected prior to construction of the actual house. Buildings such as dog houses, tool sheds, detached garages, covered hot-tubs, gazebos etc., which are intended for permanent use are not specifically prohibited but are subject to Architectural Committee approval and shall be a part of the Construction Submittal Documents.

3.5 Excavation: All excavation and related earthwork must be done in a manner to create a minimum disturbance on the site and surrounding properties. This will include street clean-up, dust abatement (water sprinkling), and on-site rock stock piling. All excess dirt and debris as a result of earthwork must be removed from SPURWING. Excess excavation at the rim shall not be pushed over the bank.

3.6 Building Height: Building height limitations may be imposed by the Design Review Committee in order to preserve views and to minimize the adverse impact of structures on other properties, but shall not exceed 35 ft. from finish grade to the average height of the roof ridge and eave.

3.7 Chimneys: All exterior chimneys must be of stucco, stone, or brick. The chimney cap shall be screened by a false cap ("enchanser" or "spark arrester") appropriate to the design of the house, and indicated on the drawings. In circumstances where a custom designed false cap is desired, it will require approval of the Design Review Committee. All exposed metals shall have a "factory finish" or be painted.

3.8 Exterior Lighting: Lighting exposed to the front street may be of the direct "decorative" type

such as an exposed bulb in a "carriage" type fixture, but in no case can it exceed 60 watts. The balance of exterior lighting on the other building elevations must not have a visible light source, which would dictate a "shielded" unit or recessed type fixture. Floor and spotlights mounted on the exterior of the house, on poles or in trees are prohibited. Ground-mounted floodlights for landscaping emphasis are allowed with proper shielding. Colored lights or colored light sources shall be prohibited, except on a temporary basis during the Christmas season. Catalog tear sheets of the proposed fixtures are required with the Construction Submittal Application. For continuity, "theme" street lighting shall be installed using the standard fixture required by SPURWING and located according to SPURWING's master plan. This will be reviewed at the Preliminary Submittal stage.

3.9 Utilities: All connections from trunk lines to individual structures shall be underground. Exposed plumbing and electrical lines are not allowed. Areas impacted by excavation for site utility hookups must be restored to their natural condition.

3.10 Roofs, Butters, & Downspouts: Split/sawn wood shakes, slate, concrete/clay tile, or other similar approved material shall be the only roof finish approved. Certain roof designs may incorporate areas that are almost flat and would require use of another material, these will be considered by the Design Review Committee only on the basis that this roof plane not be visible from existing or future neighboring view points. For roof longevity, it is preferred that wood shakes be laid over spaced 1x4 or 1x6 stripping in lieu of solid sheathing. All gutters and downspouts shall be designed as a part of the building structure, and shall blend in color with the surface to which they are attached.

3.11 Utility Items on the Roof: Roof plumbing vents shall be located on the roof faces other than the street side. Metal attic vents are discouraged; attic venting should be handled by a combination of soffit, dormer, and ridge vents. The elevation drawings shall contain a statement to this effect. Gas or other flues protruding through the roof in excess of two (2) feet in height measured from the low point of the roof protrusion will not be allowed unless a compatibly designed chase is provided. These flues shall be shown on all elevation drawings. Satellite saucer communication systems or other antennae shall not be on the roof, but in a totally screened area elsewhere on the site.

3.12 Exterior Appearance: Exterior materials and colors shall be continuous and consistent on all elevations in order to achieve a uniform and total architectural design rather than a "facade" type treatment. Lots in Spurwing are large, and all building elevations shall receive consistent design treatment not favoring one side over the other. Horizontal blank wall areas over twelve feet (12') without a break in plane, window, trim, or design feature are strongly discouraged; but will be reviewed on an individual basis. All reflective metals such as chimney stacks, flashing, exhaust vents and pipes must be painted or have a "factory finish" to match or blend with surrounding materials. All exterior materials and colors are required to be submitted to the Design Review Committee for review and approval.

3.13 Windows: Consistency in type, style, trim, proportion, and relationship to each other is a key

focus of quality design. Window treatment should be approached as a theme that can be repeated with variations rather than regarding each window as a separate requirement of the design and function of the floor plan.

3.14 Fencing: Perimeter fencing is not allowed at SPURWING. The intent of the development, with the wide large lots, is to create an open flowing landscape between the buildings. Privacy can be protected by use of screening and landscape massing at patio and deck areas with screened privacy fencing of key smaller areas. The owner is encouraged to treat these screened areas as extensions of the architectural theme of the house. Privacy fencing on the rear yards of rim lots shall not exceed three feet in height and must be located within the rear set back provided by the site building envelope. All privacy fencing shall conform to the Standard SPURWING wrought iron fence detail.

3.15 Parking: A minimum of three enclosed parking places and four exterior parking spaces shall be required for each building lot. These parking spaces must be in a garage and an approved exterior area adequately screened from the street and neighboring views. All recreational vehicle parking (trailer, motor homes, boats, snowmobiles etc.) shall be inside the garage structure. A maximum 8 ft. tall garage door is allowed unless it is not visible from the street, otherwise vehicles requiring additional height will need to be stored off-site and not in SPURWING. Driveways shall be paved; an enriched "banding" edge treatment is encouraged. No permanent parking will be allowed on the street.

ADOPTION AND APPROVAL

The SPURWING Design Review Committee guidelines dated effective the 29 day of August 2002 are hereby adopted and approved by the SPURWING Design Review Committee.

*Carol S. Sillars, Professional, Inc.
for Adirondack Association
Mandana West*

PERSON ACKNOWLEDGING INSTRUMENT UNKNOWN TO
NOTARY BUT PROVEN TO BE SIGNER BY SATISFACTORY
IDENTIFICATION

State of Idaho)

S.S.

County of Ada)

On this 23 day of Sept, in the year of 2002 before me
~~Jo Meta Spencer~~ personally appeared Carla S. Everhart proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is
(are) subscribed to the within instrument, and acknowledged that he (she)
(they) executed the same.

S
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A
L

Jo Meta Spencer
Notary Public

My Commission Expires on 9-1-06





GUEST HOUSE RESTRICTIVE COVENANT

THIS GUEST HOUSE RESTRICTIVE COVENANT is made this 30 day of September, 2004, by MORTON T. HARDWICK and KIMBERLY R. HARDWICK, husband and wife (hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, Steven E. Bolen and Nancy C. Bolen, husband and wife, and Randy J. Stewart and Terry D. Stewart, husband and wife, have sold to Owners the following described lots:

Lot 38 in Block 1 of SPURWING SUBDIVISION, according to the official plat thereof, filed in Book 69 of Plats at Page(s) 7104 through 7108, official records of Ada County, Idaho;

And

Lot 39, in Block 1 of Spurwing Subdivision, According to the official Plat thereof, filed in Book 69 of Plats at Page 7104 thru 7108, records of Ada County, Idaho; and

WHEREAS, Owners have agreed that if they elect to build a guest house (defined as a house with less than the minimum square footage required by the Covenants, Conditions & Restrictions applicable to the Spurwing Subdivision) as a separate but appurtenant structure to their primary single-family residence and it's approval by the Spurwing Homeowner's Association, that they shall be bound by the restrictions as set forth herein; and

WHEREAS, the parties desire to memorialize the foregoing arrangement with regard to the foregoing lots insofar as it relates to the use of Lot 39 and the construction of a guest house thereon.

NOW THEREFORE, in consideration of the agreements, conditions, and covenants herein set forth, the sale of Lots 38 and 39 to Owners, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Owners agree for themselves and their successors, assigns, and transferees, that Lot 39 as described above shall henceforth be and is hereby burdened with this restrictive covenant and requirement that in the event a guest house is ever constructed on the foregoing Lot 39 that such guest house shall at all times be a guest house used solely in conjunction with the single-family residence to be constructed by Owners on Lot 38 as described above and not as a free standing, single-family dwelling unless the

structure otherwise is in compliance with the Subdivision's requirements as a single-family dwelling. It is the purpose and intent of this restrictive covenant that the guest house shall at all times be an appurtenant use to the dwelling on Lot 38 and shall not be sold, transferred, or assigned separate from the owner of Lot 38, except as provided below.

2. Nothing herein shall in any way prevent Owners from altering the guest house to make it into a conforming single-family dwelling in compliance with the terms of the Declaration of Covenants, Conditions & Restrictions applicable to the subdivision and in accordance with the requirements of the Architectural Committee of the foregoing Association. Owners shall be permitted to sell Lot 39 as a guest house separate from Lot 38, but only after the Architectural Committee of the Association has approved of the plans and specifications for the alteration of the guest house to be a single-family residence in conformity with the then-existing requirements of the Declaration of Covenants, Conditions & Restrictions applicable to the Spurwing Subdivision.
3. This restrictive covenant may be enforced by Spurwing Homeowner's Association, Inc. and shall run with the land. In the event litigation is instituted to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorneys' fees.

IN WITNESS WHEREOF, the Owners have executed this Guest House Restrictive Covenant the day and year first above written.

OWNERS:



Morton T. Hardwick


Kimberly R. Hardwick

Kimberly R. Hardwick

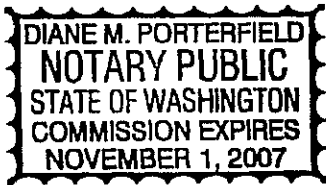
STATE OF WASHINGTON)

ss.

County of King)

On this day personally appeared before me MORTON T. HARDWICK and KIMBERLY R. HARDWICK to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 30th day of September, 2004.

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



Diane M. Porterfield
NOTARY PUBLIC FOR WASHINGTON
Residing at Federal Way Washington
Commission Expires: 11-1-07

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 04/08/09 03:51 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Davison Copple

AMOUNT 12.00 4



AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION

Dated this 7 day of April, 2009

**AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION**

THIS AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SPURWING SUBDIVISION (hereinafter referred to as "Amendment") is made this 7 day of April, 2009, by Spurwing Limited Partnership, an Idaho limited partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on or about July 6, 1995, Declarant made, executed, and recorded the Master Declaration Of Covenants, Conditions & Restrictions For Spurwing Subdivision recorded with the Ada County Recorder's Office as Ada County Instrument No. 95045764 (hereinafter referred to as "Declaration"); and

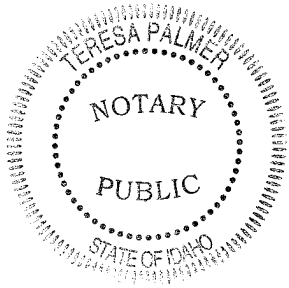
WHEREAS, Section 19.5 of the Declaration vests Declarant with the right to amend the Declaration from time to time without the approval of the Board of Directors or the Members of the Spurwing Homeowners' Association, Inc., an Idaho corporation; and

WHEREAS, Declarant still owns real property located within the Spurwing Subdivision and desires to amend the Declaration insofar as it pertains to the Design Review Committee for the foregoing Association.

NOW THEREFORE, Declarant hereby deletes in its entirety the existing Section 11.1 of the Declaration and in its place and stead, adopts the following Section 11.1:

11.1 Appointment of Design Review Committee. The Association shall have a Design Review Committee consisting of not less than two (2) nor more than seven (7) persons. The Declarant shall appoint the members of the Design Review Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Design Review Committee until the Declarant elects to waive such right in writing. Thereafter, members of the Design Review Committee shall be appointed by the Board. Persons appointed to the Design

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



Teresa Palmer

NOTARY PUBLIC FOR IDAHO

Residing at Bon, Idaho

My commission expires: **MY COMMISSION EXPIRES**
November 15, 2012

BONDED THRU NOTARY PUBLIC UNDERWRITERS



114054360

2014 AMENDMENT
TO MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION

Dated: July 9, 2014

**2014 AMENDMENT
TO MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION**

THIS 2014 AMENDMENT to Master Declaration of Covenants, Conditions & Restrictions ("Declaration") is made and entered into this 9th day of July, 2014, by SPURWING LIMITED PARTNERSHIP, an Idaho limited partnership, and for its successors and assigns ("Declarant").

WITNESSETH

WHEREAS, Declarant has developed the Spurwing Subdivision in accordance with a master plan and general scheme of development as an attractive, exclusive residential development together with a golf course and other related facilities known collectively as Spurwing ("Project") as defined in the Declaration; and

WHEREAS, Declarant deemed it desirable to establish covenants, conditions and restrictions upon the Property as defined in the Declaration and each and every portion thereof and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, including the creation of golf course easements and public utilities, irrigation, and drainage easements pertaining to the Project as more fully set forth in the original Declaration recorded with the Ada County Recorder's Office on July 6, 1995, as Ada County Instrument No. 95045764, pertaining to the real property located in the Spurwing Subdivision as denoted in the plat filed with regard thereto on July 6, 1995, as Ada County Instrument No. 95045763; and

WHEREAS, pursuant to Section 19.5 of the Declaration, Declarant has the right as the Class B Member to amend the Declaration; and

WHEREAS, Declarant is developing a condominium development known as the OliveTree at Spurwing Subdivision ("OliveTree") on that certain real property as described in Exhibit "A", attached hereto and incorporated herein by reference, adjacent to the Project; and

WHEREAS, the Spurwing Project currently has a pressurized-irrigation sprinkler system installed by Declarant which is providing irrigation sprinkler water service to the lots in the Spurwing Project and it is the desire and intention of the Declarant that the OliveTree development also receive service from such pressured-irrigation sprinkler system in the same manner as is now received by the Spurwing Project.

NOW, THEREFORE, Declarant, for the purposes above set forth, hereby declares that the Declaration be and is hereby amended, effective as of the above date, to provide a new section as follows:

4.17 **IRRIGATION SPRINKLER SYSTEM.**

* * *


4.17-7 The OliveTree development, as described in the attached exhibit as Attachment "A," be and is hereby entitled to connect to the irrigation sprinkler system currently existing with regard to the Spurwing Project and shall be entitled to receive all reasonable water service as may be necessary for the development of OliveTree. It shall be the responsibility of Declarant or any other associations created for OliveTree to share in the maintenance, repair and replacement costs of the irrigation sprinkler system based upon its pro rata share of usage as may be determined by Declarant, or if Declarant is no longer available, then as may be determined by the respective Board of Directors of the OliveTree Condominium Owners' Association and the Board of Directors of the Spurwing Homeowners' Association, Inc. Declarant and the OliveTree Condominium Owners' Association shall ensure that any usage by the condominium units shall not materially impair the water flow to existing lots in the Spurwing Project or otherwise materially reduce the pressure for the service to the lots in the Spurwing Project. The cost of the connection to the Spurwing irrigation system for the OliveTree development shall be paid by Declarant and not by the Spurwing Homeowners' Association, Inc. Declarant shall be entitled to connect the existing Spurwing Project irrigation sprinkler system at such points of the existing system as may be determined by Declarant.

Declarant hereby certifies that it owns a lot in the Spurwing Subdivision and is a Class B Member of the Spurwing Homeowners' Association, Inc. In all respects the existing Declaration, as amended, shall remain in full force and effect as written. This Amendment shall be binding upon the present owners in the Spurwing Project and all of their successors, assigns, grantees and owners of real property in the Spurwing Project and the OliveTree development as described in Attachment "A."

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed.

SPURWING LIMITED PARTNERSHIP,
an Idaho limited partnership

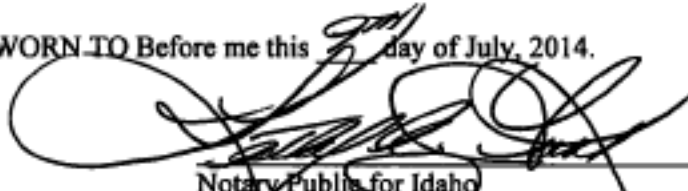
By Spurwing Corporation, Its General Partner

By: 
John W. Hewitt
Its President

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of July, 2014, before me the undersigned, personally appeared JOHN W. HEWITT, known or identified to me to be the President of Spurwing Corporation, an Idaho corporation, known to me to be the General Partner of Spurwing Limited Partnership, an Idaho limited partnership, that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

SUBSCRIBED AND SWORN TO Before me this 9th day of July, 2014.



Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: 12/31/17





**TEALEY'S LAND
SURVEYING**

187 E. 50th Street • Garden City, Idaho 83714
(208) 385-0636
Fax (208) 385-0696

Project No.: 2981
Date: May 12, 2006
Revised: January 15, 2008

**DESCRIPTION FOR
OLIVETREE AT SPURWING SUBDIVISION**

A parcel of land being a portion of Lots 2 and 4 and all of Lot 3 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 thru 7108, being Parcel B on Record of Survey No. 7826, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 107028842 lying in the SW 1/4 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence along the Westerly boundary of the said SW 1/4 of Section 23

North 00°20'40" East 40.00 feet to a brass cap marking the Southwest corner of said Lot 3 on the Northerly right-of-way line of State Highway 20, said point being the **POINT OF BEGINNING**; thence along the Westerly boundary of said Lot 3

North 00°20'40" East 284.83 feet to an iron pin; thence continuing

South 89°39'20" East 30.00 feet to an iron pin marking a point of curve; thence continuing along an arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 104°21'16", a length of 36.43 feet and a long chord bearing

South 51°49'58" East 31.60 feet to an iron pin marking a point of tangent; thence continuing

North 75°59'24" East 156.18 feet to an iron pin; thence continuing

North 00°48'28" East 164.90 feet to an iron pin; thence leaving said Westerly boundary

North 10°58'41" East 673.13 feet to an iron pin marking the Northwest corner of said Lot 3; thence along the Northerly boundary of said Lot 3

South 78°36'59" East 106.97 feet to an iron pin; thence continuing

South 62°24'58" East 127.74 feet to an iron pin; thence continuing

South 50°13'58" East 125.67 feet to an iron pin; thence continuing

South 43°02'58" East 160.00 feet to an iron pin; thence continuing

South 43°00'12" East 160.00 feet to an iron pin; thence continuing

South 52°28'14" East 222.39 feet to an iron pin; thence continuing

South 87°44'25" East 290.67 feet to an iron pin; thence continuing

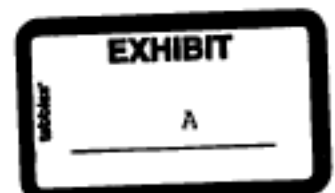
North 54°48'27" East 242.01 feet to an iron pin; thence continuing

North 26°46'22" East 166.21 feet to an iron pin; thence continuing

North 19°22'35" East 116.96 feet to an iron pin; thence continuing

North 43°12'34" West 265.25 feet to an iron pin marking a point of curve; thence continuing along an arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 102°27'35", a length of 35.77 feet and a long chord bearing

South 85°33'38" West 31.19 to an iron pin marking a point of curve on the South right-of-way line of West Balata Court; thence along said South right-of-way line along



Project No.: 2981
Date: May 12, 2006
Revised: January 15, 2008

Page 2

the arc of a curve to the right, said curve having a radius of 325.00 feet, a central angle of 20°47'29", a length of 117.94 feet and a long chord bearing

North 44°43'45" East 117.29 feet to an iron pin marking a point of ending of curve; thence leaving said South right-of-way line and the Northerly boundary of said Lot 4

South 05°57'22" West 30.26 feet to an iron pin; thence

South 43°12'34" East 266.19 feet to an iron pin marking a point of curve; thence along the arc of a curve to the right, said curve having a radius of 75.00 feet, a central angle of 24°20'33", a length of 31.86 feet and a long chord bearing

South 31°02'18" East 31.63 feet to an iron pin marking a point of tangent; thence

South 18°52'01" East 77.34 feet to an iron pin on the East boundary of said Lot 3; thence along said East boundary

South 00°48'28" West 789.24 feet to an iron pin marking the Southeast corner of said Lot 3; thence along the Southerly boundary of said Lot 3

North 76°39'48" West 691.47 feet to an iron pin; thence continuing

South 82°16'37" West 505.59 feet to an iron pin; thence continuing

North 85°06'24" West 300.82 feet to an iron pin; thence continuing

South 75°59'24" West 194.94 feet to an iron pin marking a point of curve; thence continuing along the arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 75°38'44", a length of 26.41 feet and a long chord bearing

South 38°10'02" West 24.53 feet to an iron pin marking a point of tangent; thence continuing

South 00°20'40" West 177.61 feet to an iron pin marking a point of curve; thence continuing along the arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 89°32'12", a length of 31.25 feet and a long chord bearing

South 44°25'26" East 28.17 feet to an iron pin marking a point of ending of curve on said North right-of-way line of State Highway 20; thence continuing

North 89°11'32" West 69.84 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 20.51 acres, more or less.



PLAT SHOWING
OLIVETREE AT SPURWING SUBDIVISION

A RESUBDIVISION OF LOT 3, AND PORTIONS OF LOTS 2 & 4, BLOCK 1, SPURWING SUBDIVISION
 LOCATED IN THE SW 1/4 OF SECTION 23, T.4N., R.1W., B.M.
 MERIDIAN, ADA COUNTY, IDAHO
 2010



LEGEND

- SUBDIVISION BOUNDARY
- - - SECTION LINE
- LOT-TO-LOT LINE
- SECTION
- LOT LINE
- FOR SETBACK LOT LINE TO USE OF LOT DIVISION
- EXISTING FENCE LINE
- EXISTING LOT LINE
- FENCE SETBACK AREA EXISTING LOT LINE TO NEW LOT
- POINT OF BEGINNING OF NEW LOTS
- POINT OF BEGINNING OF EXISTING LOTS
- POINT OF BEGINNING OF EXISTING LOTS
- EXISTING FENCE - NOT SET
- LOT NUMBER



SEE SHEET 2 OF 3 FOR CORNER AND LOT DATA AND NOTES



THESE INSTRUMENTS DESCRIBE THE RESUBDIVISION OF LOT 3, AND PORTIONS OF LOTS 2 & 4, BLOCK 1, SPURWING SUBDIVISION, AND ARE TO BE FILED WITH THIS PLAT.

SPURWING LTD PARTNERSHIP
 DEVELOPER
 BOOK D

ENGINEERING SOLUTIONS
 BOONVILLE, IDAHO

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 18877
 BOONVILLE, IDAHO



JOB NO 71001
 SHEET 1 OF 3
 10/20/10

OLIVETREE AT SPURWING SUBDIVISION

A RESUBDIVISION OF LOT 3, AND PORTIONS OF LOTS 2 & 4, BLOCK 1, SPURWING SUBDIVISION
LOCATED IN THE SW 1/4 OF SECTION 23, T.4N., R.1W., B.M.
MERIDIAN, ADA COUNTY, IDAHO

2010

GRADE TABLE

Table with 12 columns: STAKE, MARK, ELEV., AREA, WIDTH, GRADE, DISTANCE, MARK, ELEV., AREA, WIDTH, GRADE, DISTANCE. Contains 30 rows of data.

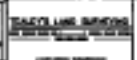
LINE TABLE

Table with 6 columns: LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE. Contains 16 rows of data.

NOTES

- 1. ALL LOTS ARE BOUND BY THE PLAT... 2. THE DISTANCE FROM THE CENTERLINE... 3. THE DISTANCE FROM THE CENTERLINE... 4. THE DISTANCE FROM THE CENTERLINE... 5. THE DISTANCE FROM THE CENTERLINE... 6. THE DISTANCE FROM THE CENTERLINE... 7. THE DISTANCE FROM THE CENTERLINE... 8. THE DISTANCE FROM THE CENTERLINE... 9. THE DISTANCE FROM THE CENTERLINE... 10. THE DISTANCE FROM THE CENTERLINE... 11. THE DISTANCE FROM THE CENTERLINE... 12. THE DISTANCE FROM THE CENTERLINE... 13. THE DISTANCE FROM THE CENTERLINE... 14. THE DISTANCE FROM THE CENTERLINE... 15. THE DISTANCE FROM THE CENTERLINE... 16. THE DISTANCE FROM THE CENTERLINE... 17. THE DISTANCE FROM THE CENTERLINE... 18. THE DISTANCE FROM THE CENTERLINE... 19. THE DISTANCE FROM THE CENTERLINE... 20. THE DISTANCE FROM THE CENTERLINE...

SPURWING LTD PARTNERSHIP DEVELOPER



JOB NO. 71011 SHEET 2 OF 3

OLIVETREE AT SPURRING SUBDIVISION

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS,

SUITE SPURRING LTD PARTNERSHIP BY SPURRING CORP., AN OHIO CORPORATION, AND PUBLIC UTILITIES, ALL AS SHOWN ABOVE LIABILITY COMPANY, ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF LOTS 3 AND 4 AND ALL OF LOT 3 OF BLOCK 1 OF SPURRING SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER BOOK 66 AND PAGE 89 OF PLATS AT PAGES FROM 1980 FROM BEING PARCELS 6 ON RECORD OF SURVEY AND BEING FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BEING CHANG UNDER INSTRUMENT NO. 18788842 LINES IN THE SW 1/4 OF SECTION 22, T.14N., R.10W., S.W., ADA COUNTY, OHIO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRIDGE CAP MARKING THE SOUTHWEST CORNER OF THE SAID SECTION 22 THENCE ALONG THE WESTERN BOUNDARY OF THE SAID SW 1/4 OF SECTION 22 NORTH 02°00'40" EAST 48.00 FEET TO A BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID LOT 3 ON THE NORTHERLY BOUNDARY OF STATE HIGHWAY 30, SAID POINT BEING THE POINT OF BEGINNING THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 3 NORTH 02°00'40" EAST 204.50 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 86°30'00" EAST 30.00 FEET TO AN IRON PIN MARKING A POINT OF CURVE, THENCE CONTINUING ALONG AN ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 104.0174°, A LENGTH OF 26.43 FEET AND A LONG CHORD BEARING SOUTH 41°40'24" EAST 31.80 FEET TO AN IRON PIN MARKING A POINT OF TANGENT, THENCE CONTINUING NORTH 75°29'24" EAST 136.10 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 02°45'20" EAST 184.50 FEET TO AN IRON PIN, THENCE LEAVING SAID WESTERLY BOUNDARY NORTH 32°38'47" EAST 873.13 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 3, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 3 SOUTH 72°38'37" EAST 158.57 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 84°39'50" EAST 127.74 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 30°17'38" EAST 128.87 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 42°58'30" EAST 160.50 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 42°58'30" EAST 221.50 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 87°44'22" EAST 282.87 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 34°48'27" EAST 242.01 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 38°18'22" EAST 186.22 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 18°27'27" EAST 108.58 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 42°12'14" WEST 262.23 FEET TO AN IRON PIN MARKING A POINT OF CURVE, THENCE CONTINUING ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 102.0731°, A LENGTH OF 25.17 FEET AND A LONG CHORD BEARING SOUTH 82°32'30" WEST 25.18 TO AN IRON PIN MARKING A POINT OF CURVE ON THE SOUTH BOUNDARY OF SAID SECTION 22, THENCE ALONG SAID SOUTH BOUNDARY-NORTH LINE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 204.7277°, A LENGTH OF 117.84 FEET AND A LONG CHORD BEARING NORTH 44°21'47" EAST 117.28 FEET TO AN IRON PIN MARKING A POINT OF CURVE OF CURVE, THENCE LEAVING SAID SOUTH BOUNDARY-NORTH LINE AND THE NORTHERLY BOUNDARY OF SAID LOT 4 SOUTH 89°17'07" WEST 58.58 FEET TO AN IRON PIN, THENCE SOUTH 42°12'24" EAST 268.18 FEET TO AN IRON PIN MARKING A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 24.2022°, A LENGTH OF 21.58 FEET AND A LONG CHORD BEARING SOUTH 27°27'18" EAST 21.62 FEET TO AN IRON PIN MARKING A POINT OF TANGENT, THENCE SOUTH 18°27'27" EAST 171.34 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF SAID LOT 3, THENCE ALONG SAID EAST BOUNDARY SOUTH 82°38'20" WEST 708.24 FEET TO AN IRON PIN MARKING THE SOUTHWEST CORNER OF SAID LOT 3, THENCE ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 3 NORTH 16°32'40" WEST 381.47 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 87°19'20" WEST 308.58 FEET TO AN IRON PIN, THENCE CONTINUING NORTH 82°58'34" WEST 308.58 FEET TO AN IRON PIN, THENCE CONTINUING SOUTH 74°38'54" WEST 184.54 FEET TO AN IRON PIN MARKING A POINT OF CURVE, THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 78.3814°, A LENGTH OF 26.44 FEET AND A LONG CHORD BEARING SOUTH 30°17'38" WEST 24.53 FEET TO AN IRON PIN MARKING A POINT OF TANGENT, THENCE CONTINUING SOUTH 32°38'47" WEST 171.89 FEET TO AN IRON PIN MARKING A POINT OF CURVE OF CURVE ON SAID NORTH BOUNDARY-NORTH LINE OF STATE HIGHWAY 30, THENCE CONTINUING NORTH 87°11'22" WEST 181.84 FEET TO THE POINT OF BEGINNING, SAID PARCELS OF LAND CONTAINS 20.8 ACRES, MORE OR LESS

CERTIFICATE OF OWNERS (CONT)

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE CONDITIONS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID DEDICATION IS HEREBY RECEIVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS HERETOFORE WERE THIS PLAT AND ANY PERMANENT UTILITIES ARE TO BE LOCATED WITHIN THE LINES OF SAID DEDICATION. ALL LOTS WITHIN THE PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM AND LIMITED WATER RIGHTS, AND HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HERETOBY SET OUR HANDS AND THE SEAL OF THE COUNTY OF ADA, OHIO, THIS _____ DAY OF _____, 20____.

SPURRING LIMITED PARTNERSHIP
BY SPURRING CORP., GENERAL PARTNER

STATE OF OHIO }
COUNTY OF ADA } ss

SPURRING LIMITED PARTNERSHIP
BY SPURRING CORP., GENERAL PARTNER

STATE OF OHIO }
COUNTY OF ADA } ss

SPURRING LIMITED PARTNERSHIP
BY SPURRING CORP., GENERAL PARTNER

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE, PERSONALLY APPEARED JOHN W. TERRY, known or acquainted to me to be the managing member of PUBLIC UTILITIES, LLC, THE SAID LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID SAID LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID SAID LIABILITY COMPANY DECEASED THE SAME.

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

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE, PERSONALLY APPEARED JOHN W. TERRY, known or acquainted to me to be one of the general partners of the GENERAL PARTNERSHIP OF SPURRING LIMITED PARTNERSHIP AND THE GENERAL PARTNER OR ONE OF THE GENERAL PARTNERS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID GENERAL PARTNERSHIP AND ACKNOWLEDGED TO ME THAT SAID SAID GENERAL PARTNERSHIP DECEASED THE SAME.

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

CERTIFICATE OF COUNTY SURVEYOR

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

CERTIFICATE OF SURVEYOR

I, PATRICK A. TRACY, L.S., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF OHIO, 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 PERSONAL SUPERVISION AND FROM PLATTED SURVEYS, AND IS IN CONFORMITY WITH THE STATE OF OHIO CODES, RELATING TO PLATS, SURVEYS AND THE CORNER PRESERVATION AND PLATTING ACT.

APPROVAL OF CITY ENGINEER

I, EDWARD A. BRADY, P.E., CITY ENGINEER IN AND FOR THE CITY OF MORGAN, ADA COUNTY, OHIO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER _____

APPROVAL OF CITY COUNCIL

I, _____, CITY CLERK IN AND FOR THE CITY OF MORGAN, ADA COUNTY, OHIO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, THIS PLAT WAS DULY ADOPTED AND APPROVED.

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____, 20____.

FORWARD: ADA COUNTY HIGHWAY DISTRICT _____ DATE _____

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SAIDARY INSTRUMENTS AS REQUIRED BY OHIO CODE, TITLE 36, CHAPTER 11 HAVE BEEN SAIDARY ACCORDING TO THE LETTER TO BE FILED IN FILE WITH THE COUNTY RECORDER OF ADA COUNTY, OHIO, UNDER THE CONDITIONS OF APPROVAL. SAIDARY INSTRUMENTS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 30-1206, OHIO CODE, BY THE ISSUANCE OF A CERTIFICATE OF SUBORDINATION.

CENTRAL DISTRICT HEALTH DEPARTMENT THIS _____ DATE _____

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF OHIO, FOR THE REQUIREMENTS OF OHIO CODE 30-1206, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE INSTRUMENT ENCLOSED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT TWENTY (20) DAYS ONLY.

COUNTY TREASURER _____ DATE _____

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. _____
STATE OF OHIO } ss
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____, AT _____ MINUTES PAST _____ O'CLOCK _____, THIS _____ DAY OF _____, 20____, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ AND _____.

CLERK _____ TELEPHONE NUMBER _____

SPURRING LTD PARTNERSHIP
COLUMBUS, OHIO

PATRICK A. TRACY, L.S. NO. 4817

JOB NO. 7101
SHEET 3 OF 3
MORGAN, OHIO

