

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

A PORTION OF LOTS 1, 2, 3, 6, 7 AND 8 AND THE VACATED RIGHTS-OF-WAY OF NEWELL'S ACREAGE,
A PORTION OF LOT 4 AND THE VACATED RIGHTS-OF-WAY OF THE COMPTON ANDREWS TRACT,
AND A PORTION OF THE SE 1/4 OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO

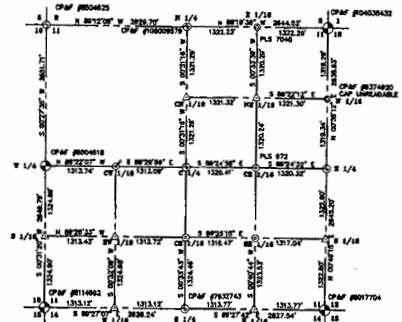
2008

LOT SUMMARY	
TOTAL LOTS	135
TOTAL BUILDABLE	116
TOTAL COMMON	19
TOTAL ACREAGE	38.75

LINE TABLE		
#	LENGTH	BEARING
L1	120.91'	S84°54'01"E
L2	52.21'	N04°59'49"W
L3	52.01'	S70°28'22"E
L4	49.86'	N86°21'00"E
L5	30.11'	S71°02'17"E
L6	32.32'	N05°49'28"E
L7	95.21'	N26°10'17"W
L8	76.70'	S88°01'35"W
L9	52.01'	N70°28'22"W
L10	52.21'	S04°59'49"E
L11	120.91'	N84°54'01"W
L12	78.55'	N07°13'39"E
L13	52.63'	N07°58'24"E
L14	106.79'	S80°14'44"E
L15	89.93'	S72°20'41"E
L16	55.51'	S86°52'27"E
L17	55.48'	N77°29'31"E
L18	76.41'	N85°21'31"E
L19	92.52'	N50°03'26"E
L20	20.00'	S00°40'44"W

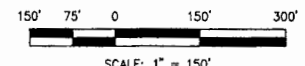
NOTES:

- A SIXTEEN FOOT (16') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.) IS HEREBY RESERVED ALONG ALL LOTS ADJACENT TO W. DUNSMITH DR., W. DEMON CT., N. GOLDEN CROWN WAY, AND W. ESCALANTE DR.. A TWELVE FOOT (12') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.) IS HEREBY RESERVED ADJACENT TO ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, AND ALONG ALL LOTS ADJACENT TO W. BRUNNEN DR., W. DENNICK DR., N. VANDERBILT WAY, N. BAXTER WAY, AND W. LOCKNER ST. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT. EACH SIDE OF INTERIOR LOT LINES SHALL HAVE A FIVE FOOT (5') WIDE PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE PLAT PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- IRRIGATION WATER HAS BEEN PROVIDED BY MIDDLETON IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805 (B). EAGLEFIELD ESTATES SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE HOMEOWNER'S ASSOCIATION WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION. SEE INSTRUMENT NO. _____ FOR THE CC&R'S ADDRESSING THE IRRIGATION ASSESSMENTS TO INDIVIDUAL LOTS.
- ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT LOTS 1, 2 AND 14, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOT 6, BLOCK 5, LOT 5 AND 27, BLOCK 6, LOT 1, BLOCK 8, LOT 1, BLOCK 9, LOT 1, BLOCK 10, LOT 1, BLOCK 11, LOT 1, BLOCK 12, LOT 1, BLOCK 13, LOT 1, BLOCK 14, LOT 1 AND 12, BLOCK 15, AND LOT 1, BLOCK 16 WHICH ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. LOT 1, BLOCK 1, IS A LOT NOT OWNED BY THE HOME OWNERS ASSOCIATION, AND HAS A BLANKET IRRIGATION EASEMENT BENEFITING THE MIDDLETON IRRIGATION ASSOCIATION. ALL COMMON LOTS HAVE A BLANKET PRESSURE IRRIGATION EASEMENT FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- A PORTION OF LOTS 2, 4 AND 5, BLOCK 6, LOTS 1, 10 AND 11, BLOCK 12, AND LOTS 9, 10, AND 12, BLOCK 15, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- SELECT LOT LINES, AS SHOWN, HAVE A PERMANENT IRRIGATION EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PRESSURE IRRIGATION FOR THE BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
- LOT 1, BLOCK 1 HAS A BLANKET IRRIGATION EASEMENT AND LOT 2, BLOCK 1, HAS A TWENTY FIVE FOOT (25') WIDE IRRIGATION EASEMENT, AS SHOWN, FOR MIDDLETON IRRIGATION DISTRICT AND MIDDLETON IRRIGATION ASSOCIATION FOR THE MAINTENANCE, CLEANING, AND REPAIR OF THE MILL CANAL.
- THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
- DIRECT LOT ACCESS TO N. GOLDEN CROWN WAY AND W. ESCALANTE DR. IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY BOTH ADA COUNTY HIGHWAY DISTRICT AND CITY OF EAGLE.
- AN ACHD SIDEWALK EASEMENT IS LOCATED ADJACENT TO ALL PUBLIC STREETS PER INSTRUMENT #107101916. SAID EASEMENT PARALLELS 0.5' OUTSIDE OF THE SIDEWALK.
- LOTS 3-13, BLOCK 1; 2-5, BLOCK 2; 2-10, BLOCK 3; 1-22, BLOCK 4; 1-5 AND 7-11, BLOCK 5 ARE SUBJECT TO COMMON DRIVEWAY EASEMENT LINES AS SHOWN WHICH SHALL PROVIDE PERPETUAL INGRESS AND EGRESS TO ADJACENT LOTS AND SAID LOTS SHALL BE PROHIBITED FROM DIRECT ACCESS TO DEDICATED STREETS. MAINTENANCE FOR SAID DRIVEWAYS ARE PROVIDED FOR IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) PROVIDED FOR THIS SUBDIVISION. SAID EASEMENT SHALL COVER THE LAND AND ALSO HAVE A BLANKET PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT.
- A THIRTY FOOT (30') WIDE SEWER AND WATER OPERATION AND MAINTENANCE EASEMENT IS HEREBY GRANTED ON LOTS 1, 2, 9 AND 10, BLOCK 1, AS SHOWN TO EAGLE SEWER DISTRICT AND CITY OF EAGLE WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
- A THIRTY FOOT (30') WIDE SEWER OPERATION AND MAINTENANCE EASEMENT IS HERE BY GRANTED ON LOT 27, BLOCK 6 AS SHOWN TO EAGLE SEWER DISTRICT WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
- SELECT LOT LINES, AS SHOWN, HAVE A LANDSCAPE EASEMENT FOR THE PURPOSE OF MAINTAINING LANDSCAPE BUFFERS FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. THE TEN (10) FOOT EASEMENT ALONG W. ESCALANTE DR. HAS BEEN PROVIDED TO MEET A THIRTY FOOT (35') LANDSCAPE BUFFER REQUIREMENT IN ACCORDANCE WITH EAGLE CITY CODE.
- PORTIONS OF LOTS 1, 11-17 AND 23-27, BLOCK 1, HAVE AN EXISTING DRAINAGE EASEMENT AS SHOWN RESERVED FOR DRAINAGE DISTRICT NO. 2 AS MORE FULLY DESCRIBED IN INSTRUMENT #107023407 RECORDS OF ADA COUNTY.
- LOTS 1-4, 6-9, 18-21 AND 23-26, BLOCK 6, ARE SUBJECT TO A TWENTY FOOT (20') BY TWENTY FOOT (20') SHARED ACCESS EASEMENT CONTAINING A COMMON DRIVEWAY.
- ALL LOTS WITHIN THIS SUBDIVISION SHALL HAVE ACCESS TO UNDER ROAD OVER AN EXISTING PUBLIC RIGHT-OF-WAY EASEMENT GRANTED TO THE ADA COUNTY HIGHWAY DISTRICT NO. 10718472, RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION UTILIZES EXISTING ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY PER THAT GRANT DEED RECORDED AS INSTRUMENT NO. 107044388, RECORDS OF ADA COUNTY, IDAHO. THIS SUBDIVISION ALSO INCORPORATES PORTIONS OF THE VACATED STREETS PER THE PLATS OF NEWELL'S ACRES AND COMPTON ANDREWS TRACTS PER RESOLUTION 801 FOR VACATION AND ABANDONMENT RECORDED AS INSTRUMENT NO. 107044387, RECORDS OF ADA COUNTY, IDAHO.
- ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057136.



SECTION TIES MAP
SCALE: 1" = 1600'

EXTENDED RIGHT OF WAY TO UNDER ROAD
REFER TO INSTRUMENT #107018472
SEE NOTE 20



LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- LANDSCAPE EASEMENT LINE
- SECTION LINE
- EXISTING BOUNDARY LINE
- EXISTING RIGHT OF WAY
- THE LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP
- FOUND IRON SPIKE
- SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 7729
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 7729
- CALC POINT
- LOT NUMBER
- BLOCK NUMBER
- W.C. WITNESS CORNER

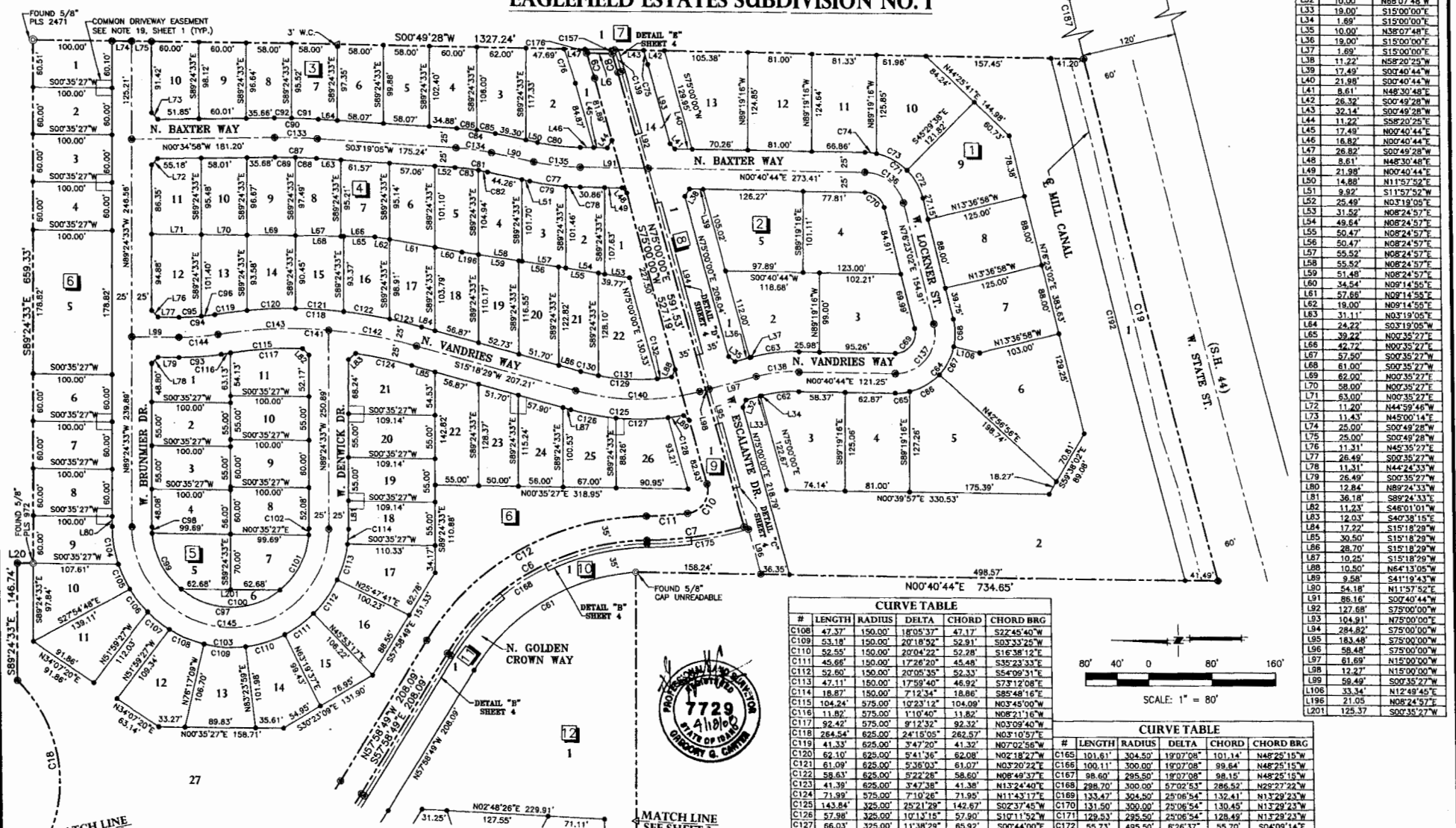
CURVE TABLE						CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG	#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	45.24'	3975.00'	0°39'08"	45.24'	S85°13'36"E	C11	52.29'	465.00'	6°26'37"	52.27'	N04°09'14"W
C2	218.38'	125.00'	100°05'48"	191.65'	N45°03'05"E	C12	333.55'	335.00'	57°02'53"	319.94'	N29°27'22"W
C3	149.91'	75.00'	114°31'27"	126.17'	N52°15'54"E	C13	147.12'	265.00'	31°48'32"	145.24'	N42°04'33"W
C4	292.70'	375.00'	44°43'15"	285.32'	N87°10'00"E	C14	253.67'	325.00'	44°43'15"	247.28'	S87°10'00"W
C5	154.05'	295.50'	114°48'32"	181.95'	S42°04'33"E	C15	249.85'	125.00'	114°31'27"	210.28'	S52°15'54"W
C6	303.18'	304.50'	57°02'53"	220.81'	S29°27'22"E	C16	131.00'	75.00'	100°05'48"	114.99'	S45°03'05"W
C7	124.45'	495.50'	142°32'24"	124.12'	S08°07'38"E	C17	37.37'	4025.00'	0°31'55"	37.37'	N85°08'58"W
C8	24.67'	495.50'	2°51'08"	24.66'	N73°34'26"E	C18	219.55'	175.00'	71°52'55"	205.43'	N80°23'05"E
C9	33.50'	465.00'	4°07'39"	33.49'	S72°56'10"W	C19	677.73'	22878.31'	1°41'24"	677.70'	S76°07'34"W
C10	51.11'	30.00'	87°37'27"	45.15'	N56°11'16"W	C19	1240.63'	122858.31'	3°06'35"	1240.48'	S76°43'48"W

DRAWING NO: C04023_02A_FP SHEET NO. 1 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1



#	LENGTH	BEARING
L32	10.00'	N88°07'48"W
L33	19.00'	S15°00'00"E
L34	1.89'	S15°00'00"E
L35	10.00'	N88°07'48"E
L36	19.00'	S15°00'00"E
L37	1.89'	S15°00'00"E
L38	11.22'	N58°20'25"W
L39	17.49'	S00°40'44"W
L40	21.98'	S00°40'44"W
L41	8.61'	N48°30'48"E
L42	26.32'	S00°49'28"W
L43	32.14'	S00°49'28"W
L44	11.22'	S58°20'25"E
L45	17.49'	N00°40'44"E
L46	8.62'	N00°40'44"E
L47	26.32'	N00°49'28"E
L48	8.61'	N48°30'48"E
L49	21.98'	N00°40'44"E
L50	14.88'	N11°57'52"E
L51	9.92'	S11°57'52"W
L52	25.49'	N03°19'05"E
L53	31.52'	N08°24'57"E
L54	48.84'	N08°24'57"E
L55	50.47'	N08°24'57"E
L56	50.47'	N08°24'57"E
L57	55.52'	N08°24'57"E
L58	55.52'	N08°24'57"E
L59	51.48'	N08°24'57"E
L60	44.54'	N08°14'58"E
L61	57.68'	N08°14'58"E
L62	18.00'	N08°14'58"E
L63	31.11'	N03°19'05"E
L64	24.22'	S03°19'05"W
L65	39.22'	N03°35'27"E
L66	42.72'	N03°35'27"E
L67	57.60'	S00°35'27"W
L68	61.00'	S00°35'27"W
L69	62.00'	N00°35'27"E
L70	58.00'	N00°35'27"E
L71	63.00'	N00°35'27"E
L72	11.20'	N44°59'46"W
L73	11.43'	N45°00'14"E
L74	26.00'	S00°49'28"W
L75	26.00'	S00°49'28"W
L76	11.31'	N45°35'27"E
L77	26.49'	S00°35'27"W
L78	11.31'	N44°24'33"W
L79	26.49'	S00°35'27"W
L80	12.84'	S89°24'33"W
L81	36.18'	S89°24'33"W
L82	11.23'	S48°01'01"W
L83	12.03'	S40°38'15"E
L84	17.22'	S15°18'28"W
L85	30.70'	S15°18'28"W
L86	28.70'	S15°18'28"W
L87	10.22'	S15°18'28"W
L88	10.50'	N64°13'08"E
L89	9.58'	S41°19'43"W
L90	54.18'	N11°57'52"E
L91	86.16'	S00°40'44"W
L92	127.68'	S75°00'00"W
L93	104.91'	N75°00'00"E
L94	284.89'	S75°00'00"E
L95	183.48'	S75°00'00"W
L96	58.48'	S75°00'00"W
L97	61.69'	N15°00'00"W
L98	12.27'	N15°00'00"W
L99	59.49'	S00°35'27"W
L100	33.34'	N12°48'45"E
L101	21.05'	N08°24'57"E
L102	125.37'	S00°35'27"W

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C108	47.37'	150.00'	18°05'37"	47.17'	S27°45'46"W
C109	53.18'	150.00'	20°18'32"	52.81'	S02°33'26"W
C110	52.55'	150.00'	20°04'22"	52.28'	S16°38'12"E
C111	45.68'	150.00'	17°26'20"	45.48'	S35°23'33"E
C112	52.80'	150.00'	20°05'35"	52.33'	S54°09'31"E
C113	47.11'	150.00'	17°59'40"	46.92'	S73°12'08"E
C114	18.87'	150.00'	7°12'34"	18.66'	S85°48'16"E
C115	104.24'	375.00'	10°23'12"	104.09'	N03°45'00"W
C116	11.82'	375.00'	1°10'40"	11.82'	N08°21'16"W
C117	92.86'	375.00'	9°12'32"	92.32'	N03°09'40"W
C118	264.54'	625.00'	24°15'05"	262.57'	N03°10'57"E
C119	41.33'	625.00'	3°47'20"	41.32'	N07°02'56"W
C120	62.10'	625.00'	5°41'36"	62.08'	N02°18'27"W
C121	61.09'	625.00'	5°38'03"	61.07'	N03°20'22"E
C122	58.63'	625.00'	5°22'28"	58.60'	N08°49'37"E
C123	41.39'	625.00'	3°42'38"	41.38'	N13°24'40"E
C124	71.99'	625.00'	7°10'26"	71.99'	N11°43'17"E
C125	143.84'	325.00'	25°21'29"	142.67'	S02°37'45"W
C126	57.98'	325.00'	10°13'15"	57.90'	S10°11'52"W
C127	66.03'	325.00'	11°38'29"	65.92'	S00°44'00"E
C128	19.83'	325.00'	3°29'45"	19.83'	S08°18'07"E
C129	115.82'	275.00'	24°07'48"	114.99'	S03°14'36"W
C130	22.78'	275.00'	4°44'43"	22.77'	S12°56'08"W
C131	74.72'	275.00'	15°34'01"	74.49'	S02°46'46"W
C132	18.32'	275.00'	3°49'04"	18.32'	S05°54'46"E
C133	54.47'	800.00'	5°43'03"	54.46'	N01°22'03"E
C134	45.27'	300.00'	6°38'47"	45.23'	S04°10'34"E
C135	59.02'	300.00'	11°17'07"	58.99'	S07°38'28"E
C136	61.36'	50.00'	7°44'43"	61.36'	N08°13'53"E
C137	91.01'	50.00'	10°41'73"	78.98'	S51°28'07"E
C138	54.37'	200.00'	15°40'44"	54.56'	N07°09'38"W
C139	28.85'	300.00'	3°17'00"	28.85'	N73°21'30"E
C140	158.69'	500.00'	30°18'28"	158.85'	S00°09'15"W
C141	253.96'	800.00'	24°15'05"	252.07'	N03°10'57"E
C142	112.65'	600.00'	10°45'27"	112.49'	N09°55'46"E
C143	141.31'	600.00'	13°29'38"	140.98'	N02°11'47"W
C144	49.92'	300.00'	9°32'03"	49.86'	S04°10'34"E
C145	392.70'	125.00'	180°00'00"	350.00'	S00°35'27"W
C146	27.35'	504.50'	3°06'23"	27.35'	N73°26'49"E
C147	5.29'	495.50'	0°36'41"	5.29'	N71°50'31"E

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C165	101.61'	304.50'	19°07'08"	101.14'	N48°25'15"W
C166	100.11'	300.00'	19°07'08"	99.64'	N48°25'15"W
C167	98.60'	295.50'	19°07'08"	98.15'	N48°25'15"W
C168	298.70'	300.00'	57°02'53"	286.52'	N23°27'24"E
C169	133.47'	304.50'	25°06'54"	132.41'	N13°29'23"W
C170	131.50'	300.00'	25°06'54"	130.45'	N13°29'23"W
C171	129.53'	295.50'	25°06'54"	128.49'	N13°29'23"W
C172	55.73'	495.50'	6°26'37"	55.70'	S04°09'14"E
C173	56.23'	500.00'	6°26'37"	56.20'	S04°09'14"E
C174	56.74'	504.50'	6°26'37"	56.71'	S04°09'14"E
C175	130.05'	500.00'	14°54'10"	129.69'	S08°23'01"E
C176	5.31'	485.00'	0°30'24"	5.31'	N70°32'36"E
C187	526.85'	22978.31'	1°18'49"	526.84'	S73°37'40"W
C189	29.97'	125.00'	13°44'02"	29.89'	N38°02'17"E
C190	40.39'	15.56'	148°17'59"	29.89'	N38°02'17"E
C192	677.76'	23018.31'	1°41'13"	677.73'	S78°09'07"E

DRAWING NO: C40023_02A_FP SHEET NO. 2 OF 8

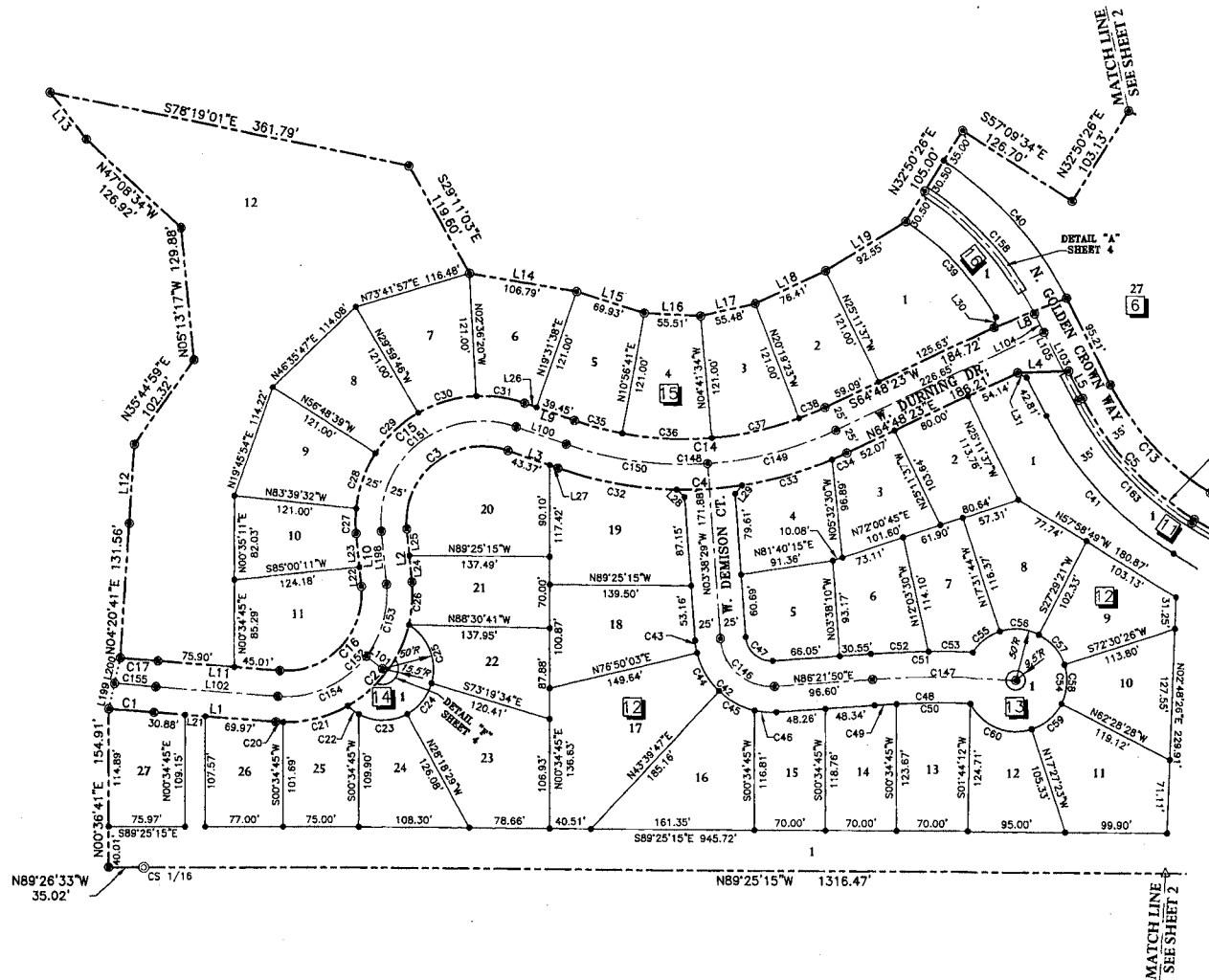
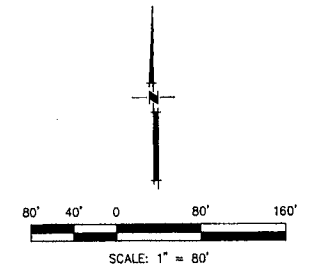


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* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
 * SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

PK 100 PG 13152



#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C20	7.26'	125.00'	3°19'36"	7.26'	S86°33'48"E
C21	66.74'	125.00'	30°35'33"	65.95'	N76°28'37"E
C22	13.59'	50.00'	15°34'32"	13.55'	S53°56'43"E
C23	49.37'	50.00'	56°34'30"	47.39'	N89°58'48"E
C24	39.29'	50.00'	45°01'05"	38.28'	N39°10'59"E
C25	65.45'	50.00'	75°01'44"	60.90'	N20°50'26"W
C26	42.11'	125.00'	19°18'15"	41.92'	N04°39'18"E
C27	24.74'	125.00'	11°20'17"	24.70'	S00°40'20"W
C28	58.57'	125.00'	26°50'53"	58.04'	S19°45'54"W
C29	58.50'	125.00'	26°48'54"	57.97'	S46°35'47"W
C30	59.76'	125.00'	27°23'25"	59.18'	S73°41'57"W
C31	48.28'	125.00'	22°07'58"	47.89'	N81°32'11"W
C32	119.22'	375.00'	18°13'31"	118.78'	S79°35'08"E
C33	92.56'	375.00'	14°08'32"	92.33'	N74°20'41"E
C34	16.15'	375.00'	2°28'02"	16.15'	N86°02'24"E
C35	48.68'	325.00'	8°34'56"	48.64'	S74°45'50"E
C36	88.70'	325.00'	15°38'16"	88.43'	S86°52'27"E
C37	88.65'	325.00'	15°37'45"	88.38'	N77°29'31"E
C38	77.83'	325.00'	4°57'14"	77.62'	N67°14'30"E
C39	128.39'	265.00'	27°58'31"	128.11'	N43°10'19"W
C40	181.18'	335.00'	30°59'17"	178.98'	N41°39'55"W
C41	185.98'	335.00'	31°48'32"	183.60'	S42°04'33"E
C42	117.80'	75.00'	89°59'41"	106.06'	S48°38'20"E
C43	12.47'	75.00'	9°31'27"	12.45'	S08°24'13"E
C44	43.42'	75.00'	33°01'6"	42.82'	S29°45'05"E
C45	39.91'	75.00'	30°29'21"	39.44'	S61°34'54"E
C46	22.00'	75.00'	16°48'36"	21.93'	S85°13'52"E
C47	39.27'	25.00'	89°59'41"	35.35'	S48°38'20"E
C48	94.38'	975.00'	5°32'46"	94.34'	S89°08'13"W
C49	21.63'	975.00'	1°16'59"	21.83'	S87°00'19"W
C50	72.54'	975.00'	4°18'47"	72.53'	S89°48'42"W
C51	100.35'	1025.00'	5°36'20"	100.29'	S89°10'05"W
C52	57.02'	1025.00'	3°11'14"	57.01'	S87°52'27"W
C53	43.31'	1025.00'	2°25'16"	43.31'	N89°14'19"W
C54	261.79'	50.00'	289°59'04"	50.01'	N03°10'55"E
C55	34.28'	50.00'	39°16'53"	33.61'	S52°49'50"W
C56	39.29'	50.00'	45°01'05"	38.28'	N85°01'11"W
C57	39.29'	50.00'	45°01'05"	38.28'	N40°00'06"E
C58	39.29'	50.00'	45°01'05"	38.28'	N05°00'59"E
C59	39.29'	50.00'	45°01'05"	38.28'	N50°02'04"E
C60	70.35'	50.00'	80°37'51"	64.70'	S87°08'28"E
C146	78.54'	50.00'	89°59'41"	70.71'	S48°38'20"E
C147	140.65'	1000.00'	8°03'32"	140.54'	N89°36'24"W
C148	273.18'	350.00'	44°43'15"	266.30'	N87°10'00"E
C149	131.66'	350.00'	21°33'08"	130.88'	N73°34'57"E
C150	141.53'	350.00'	23°10'07"	140.57'	S82°03'26"E
C151	199.88'	100.00'	114°31'27"	168.23'	S52°15'54"W
C152	174.70'	100.00'	100°05'48"	153.32'	N45°03'05"E
C153	74.49'	100.00'	42°40'55"	72.78'	N18°20'38"E
C154	100.21'	100.00'	57°24'53"	86.07'	N68°23'32"E
C155	41.31'	4000.00'	0°35'30"	41.31'	N85°11'48"W
C156	27.35'	504.50'	3°08'23"	27.35'	N73°28'49"E
C157	5.29'	495.50'	0°36'41"	5.29'	N71°50'31"E
C158	182.25'	300.00'	30°58'17"	180.28'	N41°39'55"W
C159	139.39'	304.50'	26°13'44"	138.18'	N44°02'42"W
C160	137.33'	300.00'	26°13'44"	136.14'	N44°02'42"W
C161	135.27'	295.50'	26°13'44"	134.10'	N44°02'42"W
C162	24.92'	300.00'	4°45'33"	24.91'	N28°33'03"E
C163	166.55'	300.00'	31°48'32"	164.42'	S42°04'33"E
C164	169.05'	304.50'	31°48'32"	166.89'	S42°04'33"E

#	LENGTH	BEARING
L21	20.06'	N84°54'01"W
L22	18.94'	N04°59'49"W
L23	33.27'	N04°59'49"W
L24	26.12'	N04°59'49"W
L25	26.09'	N04°59'49"W
L26	12.56'	S70°28'22"E
L27	8.64'	S70°28'22"E
L28	10.82'	N45°10'12"W
L29	10.82'	N38°53'14"E
L30	10.33'	N19°13'16"E
L31	9.92'	S67°24'52"E
L100	52.01'	N70°28'22"W
L101	20.00'	S51°57'43"E
L102	120.91'	S84°54'01"E
L103	95.21'	N26°10'17"W
L104	20.10'	S26°10'17"E
L105	75.12'	S26°10'17"E
L106	52.21'	S04°58'49"E
L109	25.35'	N14°01'46"E
L200	25.35'	N14°01'46"E

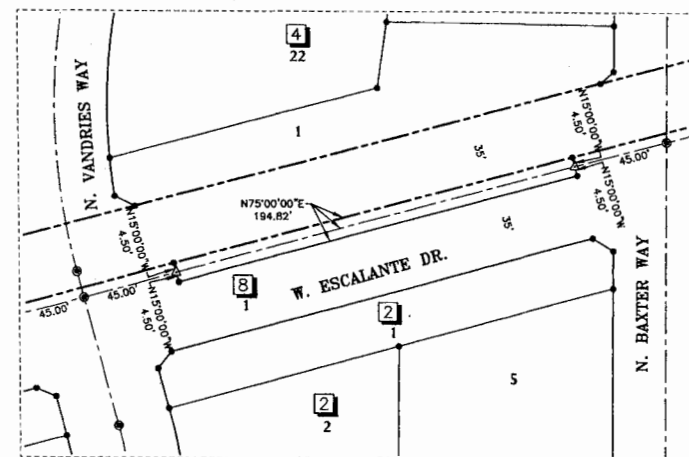
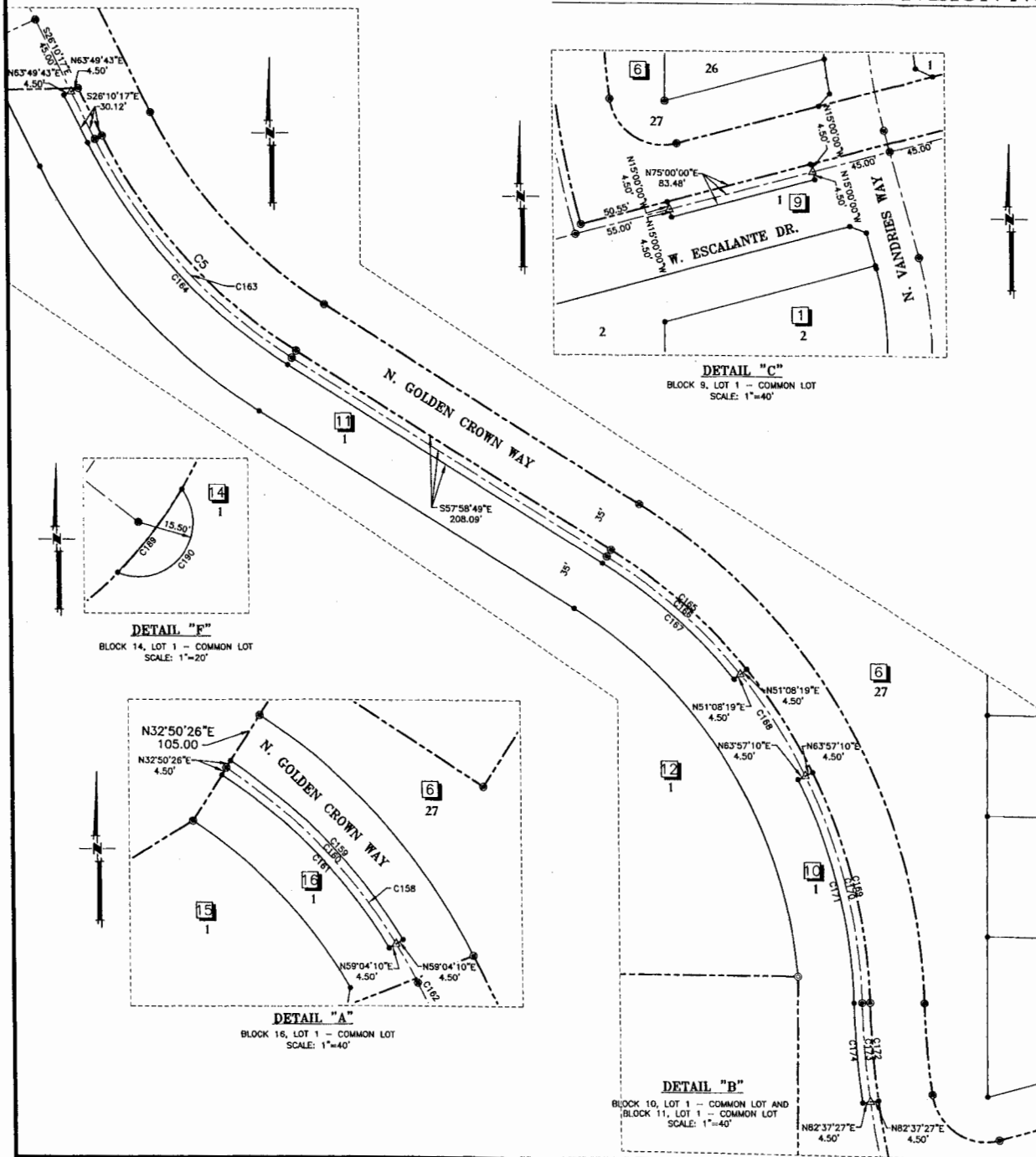


DRAWING NO: C04023_02A_FP SHEET NO. 3 OF 8

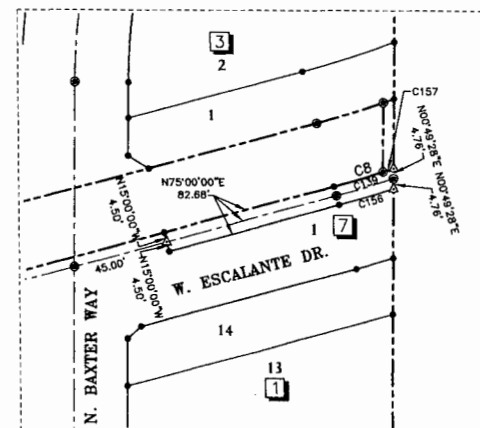
LNDMARK
 ENGINEERING & PLANNING, INC.
 132 North Broadview Way, Tampa, Idaho 83647
 Phone: (208) 442-5300 Fax: (208) 466-0944

* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

**FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1**



DETAIL "D"
BLOCK 8, LOT 1 - COMMON LOT
SCALE: 1"=40'



DETAIL "E"
BLOCK 7, LOT 1 - COMMON LOT
SCALE: 1"=40'

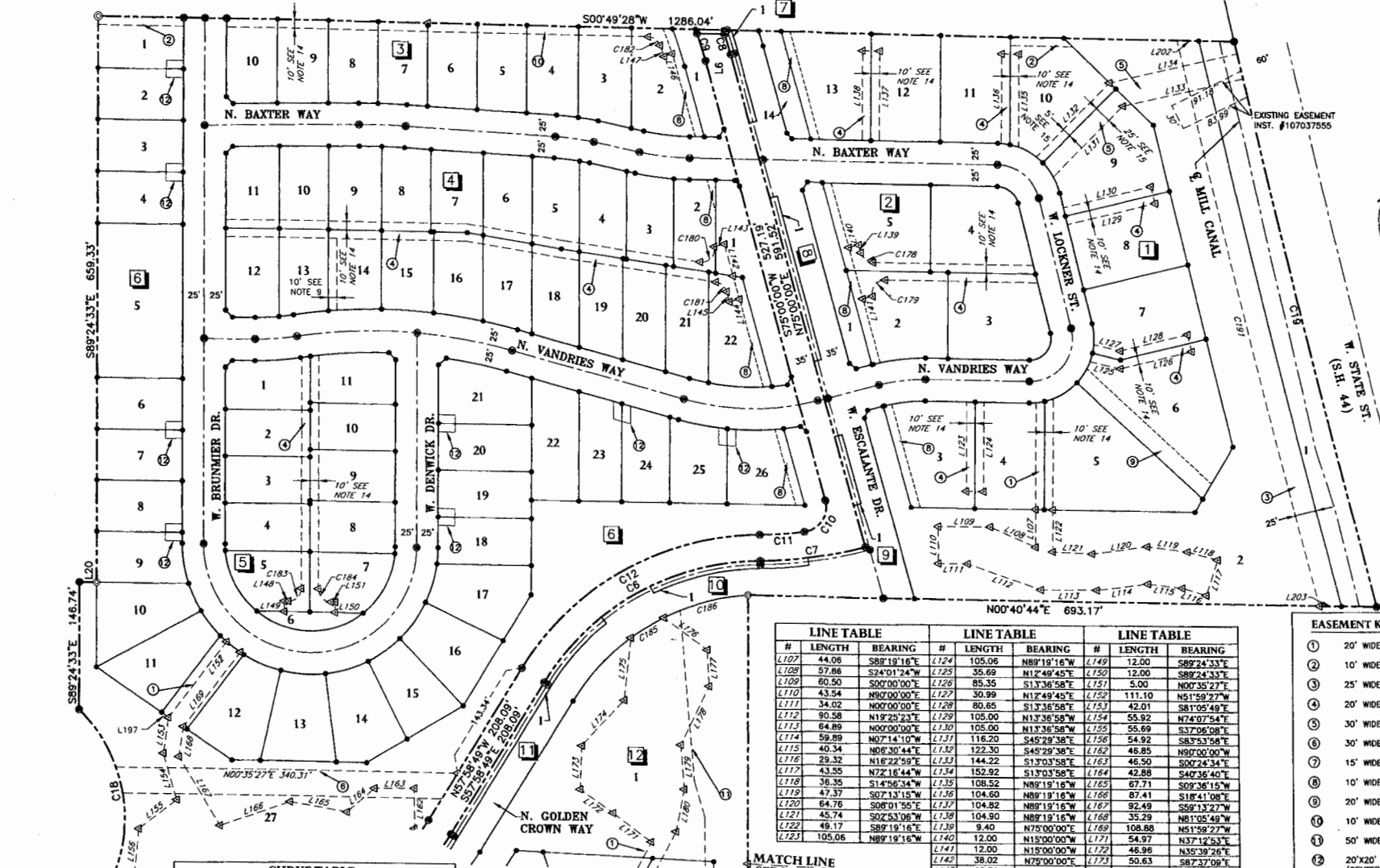
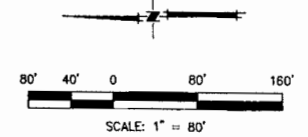
DRAWING NO: C04023_02A_FP SHEET NO. 4 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
 * SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1 EASEMENTS

BK 00 PG 1315A



CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C178	27.66'	15.00'	105°39'33"	23.91'	N52°10'13"W
C179	28.66'	15.00'	109°28'16"	24.49'	S46°19'12"E
C180	17.43'	15.00'	66°35'04"	16.47'	N41°42'28"E
C181	16.25'	15.00'	69°42'56"	17.15'	N38°40'46"E
C182	23.58'	15.00'	90°00'00"	21.21'	S44°24'33"E
C183	23.56'	15.00'	90°00'00"	21.21'	S45°35'27"W
C184	45.54'	265.00'	8°50'43"	45.48'	N31°22'37"W
C185	102.67'	265.00'	22°11'52"	102.03'	N15°21'19"W
C186	102.67'	265.00'	22°11'52"	102.03'	N15°21'19"W
C191	677.78'	23043.31'	1°41'07"	677.75'	S76°10'05"W

LINE TABLE		LINE TABLE		LINE TABLE	
#	LENGTH BEARING	#	LENGTH BEARING	#	LENGTH BEARING
L107	44.08 S89°19'16"E	L124	105.06 N89°19'16"W	L149	12.00 S89°24'33"E
L108	57.86 S24°01'24"W	L125	35.69 N1°24'49"E	L150	12.00 S89°24'33"E
L109	60.50 S00°00'00"E	L126	85.35 S1°36'58"E	L151	5.00 N00°35'27"E
L110	43.54 N00°00'00"E	L127	30.99 N1°24'49"E	L152	111.10 N51°58'27"W
L111	34.02 N00°00'00"E	L128	80.65 S1°36'58"E	L153	42.01 S81°05'49"E
L112	90.58 N19°25'23"E	L129	105.00 N1°36'58"W	L154	55.92 N74°07'54"E
L113	64.89 N00°00'00"E	L130	105.00 N1°36'58"W	L155	55.69 S37°06'08"E
L114	59.89 N07°14'10"W	L131	116.20 S45°29'58"E	L156	54.92 S83°53'58"E
L115	40.34 N06°30'44"E	L132	122.30 S45°29'58"E	L157	46.85 N00°00'00"W
L116	29.32 N16°22'59"E	L133	144.22 S1°30'53"E	L158	46.50 S00°24'34"E
L117	43.55 N72°16'44"W	L134	152.92 N1°30'53"E	L159	42.88 S40°36'40"E
L118	36.35 S14°56'34"W	L135	108.52 N89°19'16"W	L160	67.71 S09°36'15"W
L119	47.37 S07°13'15"W	L136	104.60 N89°19'16"W	L161	67.41 S18°41'08"E
L120	64.86 S08°01'55"E	L137	104.82 N89°19'16"W	L162	92.49 S58°13'27"W
L121	45.74 S02°53'06"W	L138	116.20 N89°19'16"W	L163	35.29 N81°05'49"W
L122	49.17 S89°19'16"E	L139	9.40 N75°00'00"E	L164	108.80 N51°58'27"E
L123	105.06 N89°19'16"W	L140	12.00 N15°00'00"W	L165	54.97 N37°12'53"E
		L141	12.00 N15°00'00"W	L166	46.96 N35°39'26"E
		L142	38.02 N75°00'00"E	L167	50.63 S87°37'09"E
		L143	12.31 S15°00'00"E	L168	72.81 S45°31'38"E
		L144	12.00 S15°00'00"E	L169	72.15 S83°26'07"E
		L145	11.94 S25°00'00"W	L170	62.05 N36°31'55"E
		L146	10.00 N19°27'56"W	L171	41.74 N61°13'13"E
		L147	13.85 N70°32'04"E	L172	75.49 S63°34'49"E
		L148	5.00 S00°35'27"W	L173	51.54 N85°56'52"E
				L174	50.41 S78°42'43"E
				L175	10.00 S38°00'33"W
				L176	25.75 S00°48'28"W
				L177	25.92 N00°40'44"E

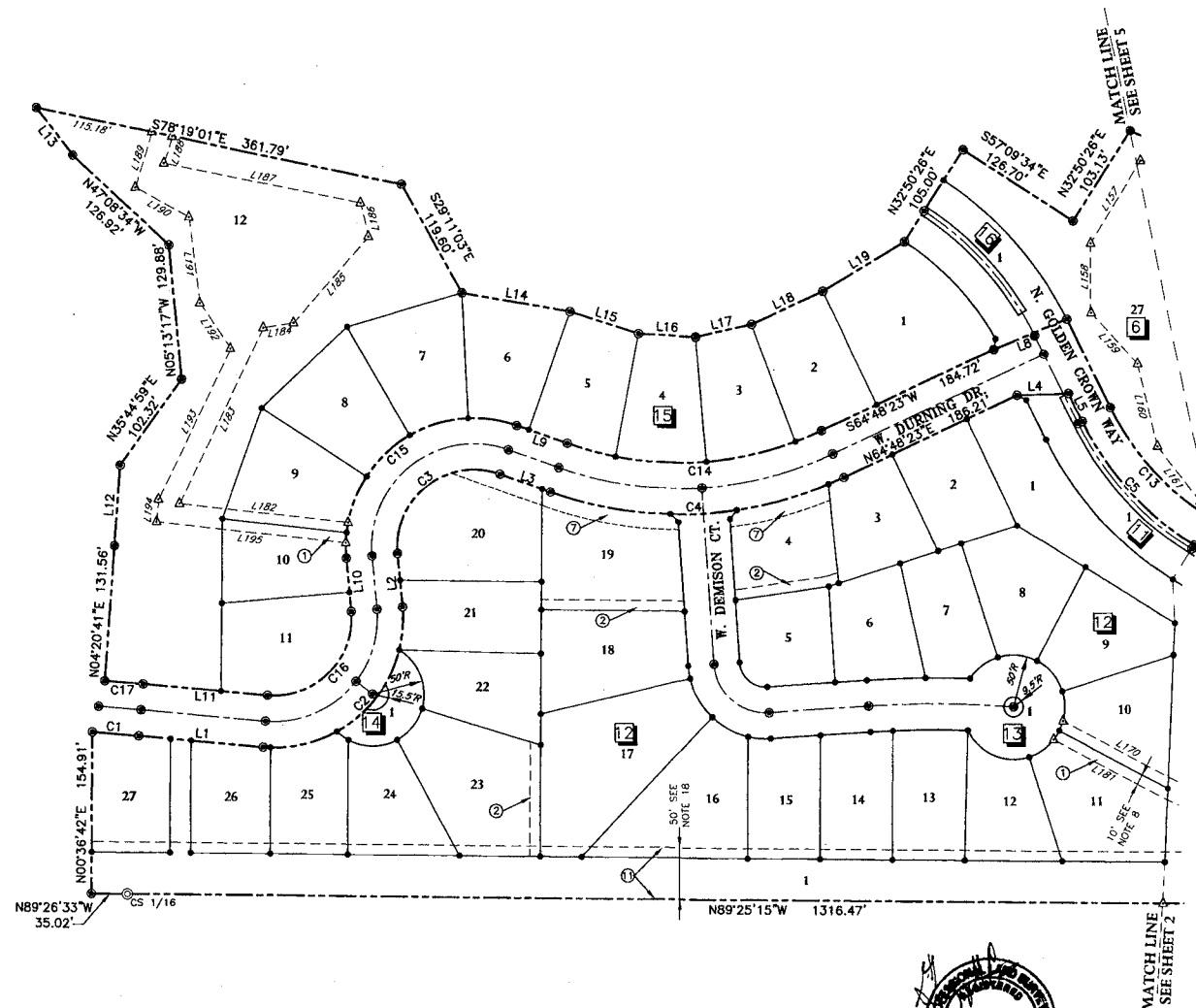
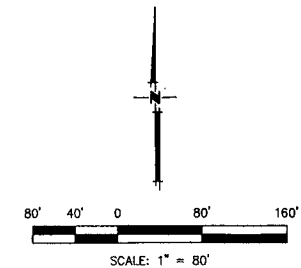
- EASEMENT KEYNOTES:**
- ① 20' WIDE SEE NOTE 8
 - ② 10' WIDE SEE NOTE 9
 - ③ 25' WIDE SEE NOTE 10
 - ④ 20' WIDE SEE NOTE 14
 - ⑤ 30' WIDE SEE NOTE 15
 - ⑥ 30' WIDE SEE NOTE 16
 - ⑦ 15' WIDE SEE NOTE 17
 - ⑧ 10' WIDE SEE NOTE 17
 - ⑨ 20' WIDE SEE NOTE 17
 - ⑩ 10' WIDE SEE NOTE 14
 - ⑪ 50' WIDE SEE NOTE 18
 - ⑫ 20'x20' SEE NOTE 19 (CENTERED ON PROPERTY LINE)

DRAWING NO: C04023_02A_FP SHEET NO. 5 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
 * SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1 EASEMENTS



LINE TABLE		
#	LENGTH	BEARING
L157	93.21	N31°33'41"E
L158	66.82	N00°00'09"W
L159	66.67	N42°37'20"W
L160	82.58	N13°15'29"W
L161	67.71	N37°50'07"W
L170	136.60	N62°28'28"W
L181	161.20	N62°28'28"W
L182	164.38	N83°39'32"W
L183	168.96	N25°41'45"E
L184	29.74	N81°03'48"E
L185	110.49	N41°10'56"E
L186	33.24	N12°57'25"W
L187	193.99	N78°40'14"W
L188	26.87	N17°01'59"E
L189	55.73	S17°01'59"W
L190	59.35	S81°11'45"E
L191	83.24	S07°10'32"E
L192	52.62	S33°57'29"E
L193	161.96	S25°41'45"W
L194	22.00	S06°20'28"W
L195	184.38	N83°39'32"W

EASEMENT KEYNOTES:

- ① 20' WIDE SEE NOTE 8
- ② 10' WIDE SEE NOTE 9
- ③ 25' WIDE SEE NOTE 10
- ④ 20' WIDE SEE NOTE 14
- ⑤ 30' WIDE SEE NOTE 15
- ⑥ 30' WIDE SEE NOTE 16
- ⑦ 15' WIDE SEE NOTE 17
- ⑧ 10' WIDE SEE NOTE 17
- ⑨ 20' WIDE SEE NOTE 17
- ⑩ 10' WIDE SEE NOTE 14
- ⑪ 50' WIDE SEE NOTE 18

DRAWING NO: C04023_02A_FP SHEET NO. 6 OF 8



PK 100 PG 1256

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents, that Eaglefield LLC, an Idaho Limited Liability Company is the owner of the real property hereafter described:

A parcel of land being a portion of Lots 1, 2, 3, 6, 7 and 8 and the vacated right-of-way of Newell's Acreage as filed in Book 6 of Plats at Page 248 and a portion of Lot 4 and the vacated right-of-way of the Compton Andrews Tract as filed in Book 5 of Plats at Page 223, records of Ada County, Idaho, and a portion of the SE 1/4 all located in Section 11, T.4N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the SE corner of said Section 11 from which the E 1/4 corner of said Section 11 bears North 00°49'15" East, 2645.20 feet; thence along the South boundary line of said Section 11 North 89°27'42" West, 1313.77 feet (formerly described as South 89°27'14" West) to the E 1/16 corner of said Section 11;

thence along the West boundary line of the SE 1/4 of said Section 11 North 00°40'44" East, 588.88 feet to the a point on the northerly right-of-way line of State Highway 44, said point also being the REAL POINT OF BEGINNING;

thence continuing along said West boundary line North 00°40'44" East, 734.65 feet to the SE 1/16 corner of said Section 11;
thence along the South boundary line of said Newell's Acreage and the easterly extension thereof North 89°25'15" West, 1316.47 feet to the CS 1/16 corner of said Section 11;
thence continuing along said South boundary line North 89°26'33" West, 35.02 feet
thence leaving said South boundary line North 00°36'41" East, 154.91 feet to a point on a curve to the right;
thence along said curve 45.24 feet, said curve having a radius of 3975.00 feet, a central angle of 00°39'08" and a long chord of 45.24 feet which bears South 85°13'35" East to the point of tangency;
thence South 84°54'01" East, 120.91 feet to the beginning of a curve to the left;
thence along said curve 218.38 feet, said curve having a radius of 125.00 feet, a central angle of 100°05'48" and a long chord of 191.65 feet which bears North 45°03'05" East to the point of tangency;
thence North 04°59'49" West, 52.21 feet to the beginning of a curve to the right;
thence along said curve 149.91 feet, said curve having a radius of 75.00 feet, a central angle of 114°31'27" and a long chord of 126.17 feet which bears North 52°15'54" East to the point of tangency;
thence South 70°28'22" East, 52.01 feet to the beginning of a curve to the left;
thence along said curve 292.70 feet, said curve having a radius of 375.00 feet, a central angle of 44°43'15" and a long chord of 285.32 feet which bears North 87°10'00" East to the point of tangency;
thence North 64°48'23" East, 186.21 feet;
thence North 88°21'00" East, 49.86 feet;
thence South 26°10'17" East, 30.11 feet to a point on a curve to the left;
thence along said curve 164.05 feet, said curve having a radius of 295.50 feet, a central angle of 31°48'32" and a long chord of 161.95 feet which bears South 42°04'33" East to the point of tangency;
thence South 57°58'48" East, 208.09 feet to the beginning of a curve to the right;
thence along said curve 303.18 feet, said curve having a radius of 304.50 feet, a central angle of 57°02'53" and a long chord of 290.81 feet which bears South 29°27'22" East to the point of reverse curve;
thence along said reverse curve 124.45 feet, said curve having a radius of 495.50 feet, a central angle of 14°23'24" and a long chord of 124.12 feet which bears South 08°07'38" East;
thence North 75°00'00" East, 591.52 feet to the beginning of a curve to the left;
thence along said curve 24.67 feet, said curve having a radius of 495.50 feet, a central angle of 02°51'08" and a long chord of 24.66 feet which bears North 73°34'26" East;
thence North 00°48'28" East, 32.32 feet to a point on a curve to the right;
thence along said curve 33.50 feet, said curve having a radius of 465.00 feet, a central angle of 04°07'39" and a long chord of 33.49 feet which bears South 72°56'10" West to the point of tangency;
thence South 75°00'00" West, 527.19 feet to the beginning of a curve to the right;
thence along said curve 51.11 feet, said curve having a radius of 30.00 feet, a central angle of 97°37'27" and a long chord of 45.15 feet which bears North 56°11'16" West to the point of compound curve;
thence along said compound curve 52.29 feet, said curve having a radius of 465.00 feet, a central angle of 06°26'37" and a long chord of 52.27 feet which bears North 04°09'14" West to the point of reverse curve;
thence along said reverse curve 333.55 feet, said curve having a radius of 335.00 feet, a central angle of 57°02'53" and a long chord of 319.94 feet which bears North 29°27'22" West to the point of tangency;
thence North 57°58'48" West, 208.09 feet to the beginning of a curve to the right;
thence along said curve 147.12 feet, said curve having a radius of 265.00 feet, a central angle of 31°48'32" and a long chord of 145.24 feet which bears North 42°04'33" West to the point of tangency;
thence North 26°10'17" West, 95.21 feet;
thence South 68°01'35" West, 76.70 feet;
thence South 64°48'23" West, 184.72 feet to the beginning of a curve to the right;
thence along said curve 253.67 feet, said curve having a radius of 325.00 feet, a central angle of 44°43'15" and a long chord of 247.28 feet which bears South 87°10'00" West to the point of tangency;
thence North 70°28'22" West, 52.01 feet to the beginning of a curve to the left;
thence along said curve 249.85 feet, said curve having a radius of 125.00 feet, a central angle of 114°31'27" and a long chord of 210.29 feet which bears South 52°15'54" West to the point of tangency;
thence South 04°59'49" East, 52.21 feet to the beginning of a curve to the right;
thence along said curve 131.03 feet, said curve having a radius of 75.00 feet, a central angle of 100°05'48" and a long chord of 114.99 feet which bears South 45°03'05" West to the point of tangency;
thence North 84°54'01" West, 120.91 feet to the beginning of a curve to the left;
thence along said curve 37.37 feet, said curve having a radius of 4025.00 feet, a central angle of 00°31'55" and a long chord of 37.37 feet which bears North 85°09'59" West;
thence North 04°20'41" East, 131.56 feet;
thence North 04°13'39" East, 78.55 feet;
thence North 35°44'59" East, 102.32 feet;
thence North 05°13'17" West, 129.88 feet;
thence North 47°08'34" West, 126.92 feet;
thence North 37°56'52" West, 57.63 feet;
thence South 78°19'01" East, 361.79 feet;
thence South 29°11'03" East, 119.60 feet;
thence South 80°14'44" East, 106.79 feet;
thence South 72°20'41" East, 69.93 feet;
thence South 86°52'27" East, 55.51 feet;
thence North 77°29'31" East, 55.48 feet;
thence North 65°21'31" East, 76.41 feet;
thence North 59°03'26" East, 92.55 feet;
thence North 32°50'26" East, 105.00 feet;
thence South 57°09'34" East, 126.70 feet;
thence North 32°50'26" East, 103.13 feet to a point on a curve to the left;
thence along said curve 219.55 feet, said curve having a radius of 175.00 feet, a central angle of 71°52'55" and a long chord of 205.43 feet which bears North 80°23'05" East;
thence South 89°24'33" East, 146.74 feet to a point on the West boundary line of the NE 1/4 of the SE 1/4 of said Section 11.
thence along said West boundary line South 00°40'44" West, 20.00 feet;
thence South 89°24'33" East, 659.33 feet to the NW corner of Irish Acres Subdivision as filed in Book 65 of Plats at Page 6694, records of Ada County, Idaho;
thence along the West boundary line of said Irish Acres Subdivision South 00°49'28" West, 1327.24 feet to a point on the Northerly right-of-way line of State Highway 44, said point also being on a curve to the left;
thence along said curve 677.73 feet, said curve having a radius of 22,978.31 feet, a central angle of 01°41'24" and a long chord of 677.70 feet which bears South 76°07'34" West to the REAL POINT OF BEGINNING, containing 39.38 acres, more or less.

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 easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots within this plat will be eligible to receive water service from the City of Eagle which has agreed in writing to serve all the lots in this subdivision.

In witness whereof, I have set my hand this 29 day of April, Year of 2008

EAGLEFIELD, LLC
BY: EAGLE SPRINGS INVESTMENTS, LLC, ITS MANAGING MEMBER

Peter Harris
BY: PETER HARRIS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF } S.S.

On this 29 day of April, year of 2008 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Peter Harris, known or identified to me to be the manager of Eagle Springs Investments, LLC the managing member of Eaglefield, LLC, an Idaho Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.



Gregory G. Carter
NOTARY PUBLIC FOR IDAHO
Residing in Middleton, Idaho
My Commission expires on 9/28/13

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Registered Professional Land Surveyor, Licensed by the State of Idaho, and that this plat as described in the CERTIFICATE OF OWNERS was drawn from an actual survey made on the ground by me or under my direct supervision, and accurately represents the points plotted thereon, and is in conformity with the state of Idaho relating to plats and surveys.

GREGORY G. CARTER, P.L.S.



IDAHO NO. 7729

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

William L. Rasmussen
CENTRAL DISTRICT HEALTH DEPARTMENT

4/30/08
DATE



DRAWING NO: C04023_02A_FP SHEET NO. 7 OF 8



**FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1**

CERTIFICATE OF ADA COUNTY SURVEYOR

I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to Plats and Surveys.



Jerry L. Hastings 5-2-2008
ADA COUNTY SURVEYOR DATE
PLS 5359

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 18 day of July, year of 2007.



ADA COUNTY HIGHWAY DISTRICT
John B. Bode
COMMISSIONER

APPROVAL OF EAGLE CITY ENGINEER

The foregoing plat was accepted and approved by the City Engineer of Eagle, Ada County, Idaho. This 15 day of April year of 2008.

John C. Smith
CITY ENGINEER

APPROVAL OF EAGLE CITY COUNCIL

The foregoing plat was accepted and approved on the 27th day of February year of 2007 by the City of Eagle, Ada County, Idaho.



Sharon K. Bergman
CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF THE ADA COUNTY TREASURER

I the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1308 do hereby certify that any and all current and/or delinquent county property tax for the property included in this Subdivision have been paid in full. This certification is valid for the next thirty (30) days only.



Reed Ingram 5/4/08
ADA COUNTY TREASURER DATE

ADA COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO) S.S.

COUNTY OF ADA)

INSTRUMENT NO. 06057544

I hereby certify that this plat was filed at the request of Eaglefield LLC at 43 minutes past 2 o'clock P. M., on this 16th day of May in the year of 2008 in my office and was duly recorded in Book 100 of Plats at Pages 2150 through 2157.

Champer
DEPUTY

David W. Davis
EX-OFFICIO RECORDER

Fee \$41.00



DRAWING NO: C04023_02A_FP SHEET NO. 8 OF 8



AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
THE PRESERVE
SUBDIVISION

COLEMAN HOMES
1859 S. TOPAZ WAY, SUITE 200
MERIDIAN, IDAHO 83642
TELEPHONE: (208) 424-0020
FAX: (208) 424-0030
WWW.MYCOLEMANHOME.COM

WELCOME!

Welcome to The Preserve Community!

We are pleased that you have decided to become a member of our Community. The following document is the Declaration of Covenants, Conditions and Restrictions for the Community. The purpose of the Declaration is to ensure quality development and proper use of the Community; to protect the owner of each lot against undesirable development or use of surrounding parcels which may diminish the value of the Owner's Lot; to encourage the erection of attractive improvements at appropriate locations; to assure adequate free spaces between structures; to provide for well-maintained and unifying landscaping; and to enhance and protect the value, desirability and attractiveness of the development.

A few of the important details set forth in this Declaration include:

- Rules for Voting and Governance by the The Preserve Homeowners Association, Inc.
- Architectural Review Standards and Requirements
- Use Restrictions
- Appearance and Maintenance Requirements
- Common Area Limitations
- Assessments and Budgets

Please note that this Declaration is the primary governing document for the Community. Please read it carefully. We make no representations of any kind, express or implied, through any agent, realtor, employee or otherwise, except as set forth in this Declaration. We expressly disclaim any and all other representations, warranties, statements or information not set forth herein.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE SUBDIVISION

This Amended and Restated Declaration Of Covenants, Conditions And Restrictions For The Preserve Subdivision (this "**Declaration**") has been adopted as of the 30th day of JUNE, 2011 by not less than sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Owners (as defined herein) pursuant to Article XVIII, Section 4 of the Original Declaration (as defined herein). Capitalized terms not otherwise defined in the text hereof are defined in Article 11.

RECITALS

WHEREAS, the Property subject to this Declaration (the "**Property**") is legally described within the Final Plat for Eaglefield Estates Subdivision No. 1 (the "**Final Plat**"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, the original developer of the Property recorded that certain Declaration of Covenants, Conditions and Restrictions of Eaglefield Estates Subdivision against the Property in the real property records of Ada County, Idaho on June 13, 2008 as Instrument No. 108068699, which was subsequently amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions of Eaglefield Estates Subdivision recorded in the real property records of Ada County, Idaho on September 15, 2008 as Instrument No. 108103765 (collectively, the "**Original Declaration**").

WHEREAS, Grantor (as defined herein) is the successor to and assignee of the "Declarant" under the Original Declaration (as defined therein), which no longer owns any Lots and, therefore, has no voting rights or other rights under the Original Declaration or the governing documents of The Preserve Homeowners Association, Inc., an Idaho nonprofit corporation (the "**Association**").

WHEREAS, this Declaration was adopted by not less than sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Owners, which approval is recorded in the records of the Association, pursuant to Article XVIII, Section 4 of the Original Declaration to amend, supersede and replace the Original Declaration in its entirety, which thereby sets forth a new set of the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that will apply to the Property, which Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property and to ensure a well-integrated, high quality development.

NOW, THEREFORE, pursuant to the approval set forth in the recital above, the Owners hereby declare that the Original Declaration shall no longer be of any force or effect

whatsoever and that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association.

ARTICLE 1. GOVERNANCE AND ADMINISTRATION: ASSOCIATION

1.1 Organization of Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

1.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership per Lot in the Association. Memberships in the Association shall be appurtenant to, and may not be separated from ownership of a Lot. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

1.3 Membership Voting. The Association will have two (2) classes of memberships:

1.3.1 Class A Members. Class A Members shall be the Owners of Lots, excluding Grantor for so long as Grantor is the Class B Member. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Class A Member will be entitled to one (1) vote for each Lot owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Grantor.

1.3.2 Class B Member. Grantor, by and through Grantor's designated representative (hereinafter "**Grantor's Delegate**"), shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Lots until the Class B Member Termination Date. The Class B Member shall be entitled to one (1) vote for each Lot, whether or not such Lot is owned by the Class B Member. The Class B Member shall cease to be a voting Member in the

Association upon the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot; (ii) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) June 1, 2020. This date may be referred to herein as the “**Class B Member Termination Date.**”

1.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

1.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board (“**Directors**”) nor more than seven (7) Directors, all appointed by the Class B Member in the Class B Member’s discretion. The Class B Member shall have the right and authority to remove and replace any Director, with or without cause, in the Class B Member’s discretion. The Class B Member shall have the right to voluntarily terminate its right to appoint Directors and to fill vacancies pursuant to this Section. Directors appointed by the Class B Member need not be Members.

1.4.2 Selection of Board after Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be comprised of Directors selected by the Members as provided for in the Bylaws.

1.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. Upon an annual meeting or a special meeting called for the purpose of filling the vacancy, the Members shall designate a new Director to fill the vacancy on the Board.

1.5 Power and Duties of the Association.

1.5.1 Powers. The Association shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code, or the powers of any other entity chosen by Grantor, as those powers are set forth in the applicable sections of the Idaho Code and the Project Documents, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association’s other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

1.5.1.1 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners

who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

1.5.1.2 Delegation of Powers. The authority to delegate all or any portion of its powers and duties to committees, officers, employees or to any Person to act as manager, and to contract with the Association for the maintenance, repair, replacement and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

1.5.1.3 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate, including but not limited to rules and regulations regarding the use of the Irrigation System, the use of the Common Area and such other rules and regulations that the Association deems reasonable and appropriate. Any Association Rules shall apply equally to all Owners. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws, and/or Architectural Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Architectural Design Guidelines to the extent, but only to the extent of any such inconsistency.

1.5.1.4 Improvements. The authority to own, maintain, repair, replace and operate any Improvements, including but not limited to landscaping islands, bridges, bridge facades, street lights, the Irrigation System, any Association club house, pump or lift stations, median strips, sidewalks and pathways located within any public right-of-way or Common Area within the Property, and planter strips on Lots between sidewalks or pathways and the roads running adjacent to such Lots. The Association shall also have the power to own, maintain, repair, replace and operate any of the above specified Improvements, or similar Improvements, located within a Lot or within any other portion of the Property. The Association shall also have the authority and power to take corrective actions regarding Improvements located on any portion of the Property to bring such Improvements into compliance with all applicable laws and the provisions of the Project Documents.

1.5.1.5 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not

inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

1.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

1.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

1.5.1.6.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

1.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including but not limited to pedestrian and bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-five (25) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

1.5.1.7 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including but not limited to, the Irrigation System and including the repair and replacement of property damaged or destroyed by casualty loss, including but not limited any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and collection ponds located on and through the Lots or Common Area and the repair and replacement of property damaged or destroyed by casualty loss;

1.5.2.3 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area;

1.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and water amenities within and abutting any Common Area. The Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas. For the purposes of this Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

1.5.2.5 Improvements. Maintain, improve, operate, repair and replace any facilities and Improvements, including but not limited to drainage systems or facilities, street lights, bridge facades, pathways, sidewalks, planter strips, landscape islands or median strips, and landscaping or landscaping improvements, which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace, pursuant to this Declaration, Project Documents, any Plat, license, easement, agreement or applicable governmental approvals;

1.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments are paid or a

bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation;

1.5.2.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to own and/or manage for the benefit of the Owners all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

1.5.2.8 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

1.5.2.8.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area;

1.5.2.8.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage;

1.5.2.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000);

1.5.2.8.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property;

1.5.2.8.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith; and

1.5.2.8.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

1.5.2.9 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable;

1.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all applicable laws, ordinances, rules and regulations.

1.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

1.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association as follows:

1.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be made available for distribution not less than sixty (60) days after the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

1.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year, and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be available for distribution upon request to each Member within ninety (90) days after the end of each fiscal year.

1.8 Manager. The Association may employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 1.8.

1.9 Personal Liability; Indemnification. No member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any officer, committee or other representative or employee of the Association, Grantor or the Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

The Association shall defend, indemnify and hold harmless Grantor against and from any and all actions, causes of action, judgments, damages, liability, costs, attorneys' fees, expenses or compensation of any kind whatsoever, and from any other claim of any nature, known or unknown, raised or not, contingent or mature, that may be brought against Grantor and arise out of or are in any way connected with the Property, the Association, the Board or the Committee.

ARTICLE 2. GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE

2.1 Creation; Grantor's Right of Appointment. At its discretion, the Board shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural review committee (the "**Architectural Review Committee**" or "**Committee**"). Until such individuals are appointed, the Board shall serve as the Architectural Review Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Committee need not be an Owner. The Board shall have the exclusive right to appoint, remove and replace all members of the Committee; members of the Committee may be removed immediately at any time without cause. The Committee shall review, study and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the Architectural Design Guidelines. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

2.2 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Committee, and without being in compliance with the Project Documents and the Architectural Design Guidelines. The Architectural Design Guidelines shall be developed and used by the Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines

(including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Design Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Architectural Design Guidelines and this Declaration, the Articles and the Bylaws, this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Architectural Design Guidelines may be modified and amended from time to time as provided in the Architectural Design Guidelines, and in all events can be modified and changed by a majority vote of the Board.

2.3 Expenses. All expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. The Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Committee's performance of its duties and responsibilities under this Section. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

2.4 Non-Liability of Committee Members. Approval by the Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Committee nor any of its members shall be responsible or liable to any Association or to any Person, Owner or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of any Improvements. Neither the Board, Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Committee to the extent any such member of the Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

2.5 Variances. The Committee may authorize variances from compliance with any of the Architectural Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least three (3) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Architectural Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall

not operate to waive any of the terms and provisions of this Declaration or the Architectural Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3. ASSESSMENTS

3.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot, each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, Limited and Irrigation System Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable Project Document.

3.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

3.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

3.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Lot, but the basis and rate of Assessments for each type of use may be varied. Lots shall be assessed on the basis appropriate for each type of use, as determined by the Board from time to time.

3.3 Initial Set-Up Assessment; Transfer Assessments. Upon conveyance of a Lot from Grantor to an Owner, Grantor shall pay an "Initial Set-Up Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing of such conveyance. Upon any subsequent sale, conveyance or other transfer of a Lot, the acquiring Owner shall pay a "Transfer Assessment" of Two Hundred Fifty and No/100ths Dollars (\$250.00) to the Association at the closing such acquisition. The Association may waive the Transfer Assessment where the sale, conveyance or other transfer is (a) conveyance of a Lot between co-Owners of such Lot (i.e., co-tenant owners or community property owners), (b) from an Owner to a trust in which the transferring Owner is the current income beneficiary, (c) from an Owner to an entity wholly owned by the transferring Owner. The amount of the Initial Set-Up Assessment and the Transfer Assessment may be adjusted by the Board from time to time.

3.4 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

3.4.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including but not limited to the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Associations (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Associations that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of an Association, are collectively referred to herein as the "**Expenses.**"

3.4.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis as provided for in the Bylaws.

3.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to an Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. Each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Property.

3.5 Special Assessments.

3.5.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

3.5.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

3.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot or Improvements into compliance with the

provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area or any other portion of the Property, for the operation, maintenance, repair and replacement of the Common Driveway Lots, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

3.7 Irrigation System Assessments. Irrigation System Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Irrigation System Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the delivery of water through the Irrigation System, maintenance, repair and replacement of the Irrigation System and any and all assessments or related charges for the administration and enforcement of the rules, regulations and use schedules. Such Irrigation System Assessments may be assessed separately or incorporated into the Regular Assessments as set forth above.

3.8 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

3.9 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Assessments. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

3.10 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any Person in possession of a Lot not less than fifteen (15) days nor more than

thirty (30) days before such meeting. Quorum requirements shall be as provided for in the Bylaws.

ARTICLE 4. ENFORCEMENT OF ASSESSMENTS; LIENS

4.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

4.2 Assessment Liens.

4.2.1 Creation. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Ada County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

4.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Ada County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice, but subtracting therefrom any credits and offsets, if any), a sufficient description of the Lot(s) against which the same have been assessed, the name of the record Owner thereof and the name of the Association. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

4.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

4.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a deed of trust or First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 4, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

4.5 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust or a mortgagee under any mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration as amended.

4.6 Non-Exclusive Remedies. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be exclusive remedies, and the Association may pursue all other remedies available at law or in equity.

ARTICLE 5. RIGHTS TO COMMON AREAS

5.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area which right shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

5.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to Special Assessments;

5.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, the Common Area by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

5.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

5.1.5 Common Areas may be used by the Public as established from time to time by Grantor on any portion of the Property by specifically describing such area as an area for Public Use on a recorded Plat, by granting or reserving it in a deed or other instrument or by designating it as such in this Declaration;

5.1.6 The Common Area cannot be mortgaged or conveyed without the approval of the Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

5.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family residing within the Owner's residence and/or to such Owner's contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

5.3 Damages. Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's contract purchasers or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

5.4 Association's Responsibility. The Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided in this Declaration. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fencing installed by Grantor along exterior portions of the Property and other Improvements situated within the Common Area.

5.5 No Warranty for Improvements. Grantor makes no warranty, guarantee or undertaking, express or implied, oral or written, with respect to Common Area or the construction thereof. All warranties, guarantees and undertakings are hereby expressly disclaimed, including but not limited to the implied warranties of habitability, merchantability and fitness for a particular purpose.

ARTICLE 6. STANDARDS, REQUIREMENTS AND RESTRICTIONS

6.1 Improvements - Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing

surface contour or drainage, or install any utility line or conduit on, under or over the Property, including but not limited to any Lot. All Improvements by any Owner must be pre-approved in writing by the Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Architectural Design Guidelines governing such repair or reconstruction. No Lots shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with local laws, rules, regulations and ordinances. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Architectural Design Guidelines. This Declaration is not intended to serve as authority for the Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Architectural Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Architectural Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

6.2 Minimum Building Size. The primary residential structure on any Lot shall contain at minimum eight hundred (800) square feet of interior living space, excluding porches, patios and garages. If the primary residential structure on a Lot contains more than one (1) story, the minimum square footage at grade shall be eight hundred (800) square feet.

6.3 Setbacks. Subject to the requirements of the applicable ordinances of the City of Eagle and the rights of the Committee to approve the site plan for any Improvement to be constructed upon a Lot:

6.3.1 All residential structures shall be subject to the setbacks set forth in the Architectural Design Guidelines.

6.3.2 All other structures shall be subject to such setbacks as may be required by the Committee.

6.3.3 Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

6.3.4 For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of residential structure, provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the residential structure to encroach upon any other Lot.

6.4 Fences and Hedges. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Committee in writing, in advance of construction, as to location, material, design and color. All fences and hedges must comply with the applicable ordinances of the City of Eagle.

6.5 Exterior Maintenance; Owner's Obligations. All residential structures and accessory structures on each Lot shall be of frame, stone, stucco or brick construction, and if other than stone or brick, shall be finished, painted and maintained in good repair. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner(s) permit any Improvement, including but not limited to trees, landscaping and fencing, which is the responsibility of such Owner(s) to maintain, to fall into disrepair, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining his or her Lot, the Association, upon thirty (30) days' prior written notice to the Owner(s) of such property, shall have the right to correct such condition and to enter upon such Owner's Lot(s) for the purpose of doing so, and such Owner(s) shall promptly reimburse the Association for the cost thereof (or an Owner's share of such costs). Any dispute between neighboring Owners regarding the sharing of such costs shall be resolved in accordance with Section 7.9. The costs incurred pursuant to this Section 6.5 may be treated by the Association as a Limited Assessment and constitute a lien enforceable in the same manner as other Assessments as set forth herein. The Owner(s) of the offending property(ies) shall be personally liable, and such Owner's property(ies) may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or in the event of a dispute between neighboring Owners that is resolved in accordance with Section 7.9, within ten (10) days of the decision by the respective board, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

6.6 Landscaping. Each Owner agrees to maintain, improve, operate, repair and replace landscaping according to the Architectural Design Guidelines. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition. The Owner shall submit a landscaping plan to the Committee for written approval as part of the Owner's initial submittals to the Committee. The Owner shall landscape such Lot in conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure, provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair and replace, in at least the Owner's front yard, a timer-controlled automated irrigation system, which shall be operated in accordance with any rules adopted by the Association. All landscaping plan must comply with the applicable ordinances of the City of Eagle. The rear yard landscaping must be completed within six (6) months days of occupancy by Owner; provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). The Owner is responsible for landscaping and maintaining the strip of property between any pathway or sidewalk located on

the Owner's Lot and the street running adjacent thereto. The Owners understand and agree that the centers of the tree(s), which the Owners shall plant, pursuant to the Architectural Design Guidelines, within the planter strip on their Lots or adjacent to their Lots, between the sidewalk and the streets, shall be four (4) feet from the back of the curb.

6.7 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense. In accordance with Article 2 hereof, an Owner shall obtain prior written approval from the Committee before modifying or replacing such Owner's mailbox or mailbox post, unless the replacement is identical to the original.

6.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material and scrap shall be kept at all times in such containers and in areas approved by the Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property.

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

6.8.2 No major appliances, including without limitation clothes washers, dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed.

6.8.3 Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

6.9 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

6.10 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which would result in the cancellation of insurance on any portion of the Property owned or managed by the Association or which would be in violation of any law.

6.11 Vehicles and Equipment. The use of all vehicles and equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property, including but not limited to streets, parking areas and driveways, unless the same are located on a concrete pad and enclosed by a structure concealing them from view in a manner approved by the Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 9:00 p.m.

6.12 Animals/Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than four (4) domesticated dogs or domesticated cats may be kept on a Lot; and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. "**Household Pets**" as permitted hereby shall mean generally recognized household pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. "Nuisance" shall mean any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the property shall also be deemed a Nuisance. "Noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any Person. Owners shall contact Ada County Animal Control regarding noisy animals prior to

complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or Nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other property necessitated by such pet.

6.13 Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.14 Drainage. Ada County Highway District ("ACHD") is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 1, Block 1. A portion of Lots 2, 4 and 5, Block 1; Lot 27, Block 6; Lots 1, 10 and 11, Block 12; and Lots 9, 10 and 12, Block 15 are depicted on the Plat as being servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 20, 2004 as Instrument No. 104062668 and rerecorded on June 1, 2004 as Instrument No. 104068411 in the official records of Ada County ("**Master Easement**"), which Master Easement is incorporated herein by this reference as if set forth in full. The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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

Storm drainage facilities within the Property shall be located within the ACHD rights-of-way and/or within the Common Area. Maintenance of all the storm drainage facilities within the public rights-of-way shall be the responsibility of ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm drainage facilities outside the public rights-of-way ("**Storm Water Park Areas**") is the responsibility of the Association. All Storm Water Park Areas are subject to ACHD easements, if any, shown on the Plat. The primary purpose of the Storm Water Park Areas is for the management of storm water. All recreation, aesthetic and other uses of such areas are secondary. ACHD has the right to inspect such facilities and, if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of

any required maintenance or repairs where the Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Property, including the use of liens and/or assessments of maintenance costs against the Lots. The Association shall maintain a "Maintenance and Operation Manual" containing a stamped and approved construction plan for the Property showing the location of all Storm Water Park Areas, a copy of the Plat, engineering drawings showing the detail of each Storm Water Park Area that receives ACHD drainage and stating that the Association shall be responsible for maintaining the same along with plan sheets folded and appended to the manual, a written description of the maintenance required by the Association, an itemized estimate of the annual operating and maintenance costs of the Association and a statement describing the primary purpose of each facility to be used to control storm water. The Maintenance and Operation Manual shall also state that any additions to or improvements within the storm drainage facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the storm drainage facilities is required and that the replacement of those items shall be the financial responsibility of the Association. Any changes or modifications of the Storm Water Park Areas above and beyond the improvements shown on the ACHD approved storm drainage plans for the Property, as set forth in the Maintenance and Operation Manual, shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Property.

6.15 Grading. All Lots within the Property shall be graded so that they drain to the street or streets adjacent to such Lots. Under no circumstances shall any Lot drain onto, over, across or under a Common Area Lot or an adjacent Lot. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. An Owner failing to perform the Owner's obligations under this Section shall be subject to Regular, Special and Limited Assessments provided for herein, as necessary for the Association to perform the Owner's responsibilities herein. Nevertheless, while the Association shall have the authority and power to take corrective actions by performing an Owner's obligations under this Section, the Association shall not have a duty or obligation to take such corrective actions.

6.16 Irrigation System. Each Owner is hereby required to connect its Lot(s) to the Irrigation System upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with this Declaration and all other applicable standards. By accepting a deed to a Lot, each Owner acknowledges and agrees to pay for Irrigation System water, whether or not such Owner actually uses such water, and to abide by all rules and regulations relating to the Irrigation System imposed by the Association. Each Owner also acknowledges and agrees, by accepting a deed to a Lot, that the Irrigation System water may be inadequate, particularly during low water years and seasons, and that each Owner is not guaranteed any specific amount of water for use on such Owner's Lot(s). Grantor shall transfer the Irrigation System to the Association. Except as otherwise approved by the Grantor or the Board in writing, no lands may use or receive water

from the Irrigation System unless such lands have first been duly annexed into the Property pursuant to Section 10.11 hereof.

6.17 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and Grantor (so long as Grantor owns one or more Lots).

6.18 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Lot to the City of Eagle sewer system and pay all charges assessed thereon.

6.19 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Committee, except for mechanical equipment shown in the plans approved by the Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

6.20 Signs. Except as specifically provided for in writing within the Project Documents, no more than one (1) sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. In addition, signs may also be allowed as follows:

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

6.20.2 Directional and open house signs may be used during open house time period only.

6.20.3 All lot signs must be removed within thirty (30) days after occupancy.

6.20.4 Signs advertising a property for rent are not allowed anywhere on the Property.

6.21 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.

6.22 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, so long as Grantor owns a Lot in the Property, and the Board of the Association. Any such further subdivision shall be consistent with all applicable state and local laws, rules, regulations and ordinances.

6.23 Leasing. In order to foster and maintain the stable, residential character of the Property and to preserve the property values of the Owners of Lots within the Property, Grantor desires to have Owners reside in the residential dwellings located on their Lots. Accordingly, no Owner may lease, in whole or part, such Owner's Lot or the residential dwelling located thereon to any person or entity except as expressly permitted in this Section 6.23. For purposes of this Section 6.23, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. For purposes of this Section 6.23, a "member of such Owner's family" shall be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. By purchasing a Lot or Lots on the Property, an Owner agrees that the purpose of this Section 6.23 is worthy of protection and that the provisions hereof do not constitute an unreasonable restraint upon the alienation of Owner's Lot(s). Notwithstanding the foregoing, an Owner may lease its entire Lot to a single housekeeping unit so long as such lease is for a term of one (1) year or longer. For purposes of this Section 6.23, a "single housekeeping unit" shall be one person or two or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot shall comply with the Fair Housing Act, 42 U.S.C. 21 3601 et. seq., to the extent the same may be applicable to such Owner.

6.24 Middleton Canal Easement. Lots 1 and 2, Block 1 of The Preserve Subdivision are subject to an easement for the Middleton Canal (hereafter an "**easement**") as depicted on the Plat. Within such easement, the following conditions shall apply:

6.24.1 The easement area shall be planted in grasses or other low growing vegetation which will allow the use of the easement area by equipment necessary for the cleaning, normal maintenance or repair of the ditch. The Middleton Irrigation Association, Inc. shall be entitled to use the easement solely for such purposes.

6.24.2 All sprinkler systems irrigating the easement area shall be placed so as not to impair the use of the easement by the Middleton Irrigation Association, Inc.'s equipment.

6.24.3 The Owner on whose Lot a portion of the easement lies shall: (1) seed such area with vegetation conforming to the above requirement and mow any turf grasses on the easement area on at least a monthly basis during the growing season; (2) install a pressurized irrigation system on the perimeter of the easement area to irrigate that portion of the easement area; (3) construct and maintain along the outer boundary of the easement area (that is, the boundary farthest from the ditch) on such Owner's Lot a

four-foot high, wrought iron fence with four-inch spacing between uprights, placed in such a manner as not to impair passage along the easement by agents of the Middleton Irrigation Association, Inc. for the maintenance and repair of the canal; (4) place no permanent structure on the easement; (5) place no other structure, landscaping (except grass or rocks) or improvement of any kind on the easement that interferes with its use by the Middleton Irrigation Association, Inc.; (6) place no grass clippings, refuse or waste of any kind in the canal; (7) perform any other maintenance of the easement area that is required and not otherwise provided for in this Declaration, and (8) hold the Middleton Irrigation Association, Inc. harmless from any damage to the pressurized irrigation system, landscaping or other improvements within the easement area resulting from the normal maintenance, cleaning and repair of the canal carried out by or on behalf of the Middleton Irrigation Association, Inc.

6.25 Compliance with Laws. Subject to the rights of reasonable contest, each Owner and any and all professionals retained by such Owner or any employees, contractors or subcontractors of such professionals, shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including but not limited to any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 7. EASEMENTS

7.1 Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area to such Owner's tenants, employees, family, guests or invitees.

7.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

7.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 7.4.

7.5 Maintenance and Use Easement Between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

7.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement including but not limited to fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

7.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however, that the Association, Grantor and any Owner or designated Person having an interest in any landscaping easement described in this Article 7, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefor.

7.8 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

7.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon

Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

7.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

7.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

7.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees and agents to enter all Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

7.11 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7, even though no specific reference to such easements or to this Article 7 appears in the instrument for such conveyance.

7.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

7.13 Maintenance Easement. An easement is hereby reserved to Grantor, which may be assigned by Grantor to the Association, and any member of the Board or manager, if any, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including but not limited to the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System and the exterior of Improvements to such Lot as required by the Project Documents.

ARTICLE 8. ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement for Alternative Dispute Resolution. Each Owner acknowledges that litigation is expensive, time consuming, frustrating and emotionally draining, and that such Owner would prefer to resolve any dispute such Owner may have with Association, the Committee and/or other Owners without litigation. This Article 8 is designed to provide a convenient, fair, timely and cost effective forum for resolving most disputes at the earliest possible juncture without the expense, delay, frustration and emotional drain of litigation. Therefore, each Owner agrees that any and all claims, disputes or other matters in question, whether in contract, tort or otherwise (a “**Claim**”) between such Owner and the Grantor, the Association (or any member of the Board), the Committee (or any member thereof) and/or another Owner shall be subject to alternative dispute resolution pursuant to this Article 8 if such Claim relates to such Owner’s rights, responsibilities or obligations under the Project Documents. The Grantor (until the Class B Termination Date), the Association, the members of the Board, the Committee and the members thereof agree to be bound by the provisions of this Article 8.

8.2 Initial Discussions. Each Owner shall first attempt to resolve any Claim by raising the issues of concern with the other parties to the Claim and engaging in direct discussions to resolve the issues. Most Claims can be resolved through direct discussions if the parties engage in the discussions with openness and good faith. Keep calm, avoid personal attacks, seriously consider the other parties’ perspective, avoid escalating the dispute and try to reach a compromise. Assume that the other person is acting in good faith unless you have clear evidence to the contrary.

8.3 Notice of Claim. If the Owner is unable to reach a satisfactory resolution of such Claim within a reasonable time, the Owner shall, as a condition precedent to filing any legal or equitable proceeding related thereto, deliver a demand for alternative dispute resolution pursuant to this Article 8 by written notice to the other parties to the Claim and to the Board. Such notice shall identify (a) the nature of the Claim, (b) the parties involved and each identified party’s role in the Claim, (c) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises), and (d) the claimant’s proposed remedy. The demand shall be served on the other parties to the Claim and the Board by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the demand is served actual notice of the demand. The Owner shall continue to diligently honor its obligations under the Project Documents pending the final resolution of any Claim. If an Owner files a legal or equitable proceeding before complying with this Article 8, any other party to such proceeding shall have the right to have such legal or equitable proceeding stayed pending such party’s referral of the Claim to the Board and completion of the procedures set forth in this Article 8.

8.4 Board Review of Claim. Upon receipt of a Claim, the Board will timely review the Claim and take one or more of the following actions by written notice to the parties thereto: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) accept all or any part Claim for resolution and order mandatory mediation in accordance with Section 8.5 hereof, (3) accept all or any part Claim for resolution and order mandatory, binding arbitration in accordance with Section 8.6 hereof, (4) suggest a compromise, (5) decline to accept all or any part of the Claim for resolution because the Board concludes, it is

sole discretion, that the Claim or portion thereof does not relate such Owner's rights, responsibilities or obligations under the Project Documents, or (6) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof is not appropriate for resolution pursuant to this Article 8. If the Board requests an Owner to respond to a Claim or to furnish additional supporting data, such Owner shall respond within ten days after receipt of such request. Upon receipt of the response or supporting data, if any, the Board will act as set forth in the first sentence of this Section 8.4. If the Board declines to accept a Claim or any part thereof for resolution, the parties thereto may then pursue any lawful rights or remedies related thereto.

8.5 Mediation. If the Board orders mediation, the Board shall appoint a mediator who shall set the time, place and rules of the mediation. Each party subject to this Article 8 ordered by the Board to participate in the mediation shall do so in good faith. The mediator shall endeavor to hold the mediation at a mutually convenient time and location; provided, however, the mediator shall endeavor to complete the mediation within twenty-one days after the order for mediation. The parties shall share the mediator's fees equally. If any Owner fails to pay its share of the mediator's fees when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, and any party to a settlement agreement may seek judicial enforcement thereof at anytime. The mediator shall report the result of the mediation to the Board. If mediation fails to fully resolve a Claim, the Board may order arbitration of any unresolved part of such Claim in accordance with Section 8.6 hereof.

8.6 Arbitration. If the Board orders arbitration, the Board shall appoint an arbitrator who shall set the time, place, schedule and rules of the arbitration. The arbitrator may be any judge or attorney. Each party subject to this Article 8 ordered by the Board to participate in the arbitration shall do so in good faith and shall be bound by the result thereof. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute but may not order written discovery or depositions. The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five days after the order for arbitration. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees against a party if the arbitrator determines such party pursued a Claim or defense without good faith or without substantial foundation in fact or law. If any Owner fails to pay its share of the arbitrator's fees (but not any arbitrator's award) when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code § 7-901 et seq. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, and any beneficiary of a judgment may seek judicial enforcement thereof at anytime. If a legal or equitable proceeding is instituted to enforce an arbitrator's award, the prevailing party to such proceeding shall be entitled to recover attorneys' fees and costs.

8.7 Exemptions. This Article 8 shall not apply to (1) any legal action instituted in the Small Claims Division of the Fourth District Court in Ada County (commonly known as "Small Claims Court"), (2) any Claim that would otherwise be barred by the statute of limitations, (3)

any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo, or (4) any Claim that does not relate such Owner's rights, responsibilities or obligations under the Project Documents; provided, however, the Board's decision to accept or reject a Claim (or part thereof) for resolution pursuant to Section 8.4 hereof shall be subject only to the standard of review for the vacation of awards pursuant to Idaho Uniform Arbitration Act.

ARTICLE 9. INSPECTION OF ASSOCIATION BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the board and committees of the Association shall be made available for inspection and copying by any Member, or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 10. GRANTOR RIGHTS

10.1 Right of Development. Nothing contained in this Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, to alter the foregoing and its construction plans and designs or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by

Grantor to any successor in interest, in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, including any subdivision or re-subdivision of the Property, or to construct Improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

10.2 Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests or invitees.

10.3 Water Rights Appurtenant to Subdivision Lands. Grantor owns certain water rights which are appurtenant to the Property and which may be utilized in the Irrigation System, which will supply non-potable irrigation water to the Property. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and Owners of any and all Lots accordingly shall have no right, title or interest in any of said water or water rights. Grantor shall transfer to the Association sufficient water rights to enable the Association to operate the Irrigation System.

10.4 Exemption from Architectural Review. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Committee. Lots owned by Grantor may remain in an unimproved condition.

10.5 Construction and Temporary Structures. Grantor or its authorized agents, to facilitate Lot sales, may place a temporary sales office or construction trailer of a portable nature upon any Lot.

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

10.7 Regular Assessments. For two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments for any Lots owned by Grantor. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the Association (the "**Shortfall Payment**"),

which Shortfall Payment shall be the lesser of (i) the actual Operating Expenses Shortfall, or (ii) the Regular Assessments that Grantor would otherwise be assessed as an Owner of a Lot multiplied by the total number of Lots owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots. After the foregoing two (2) year period, Grantor shall be assessed Regular Assessments for each Lot of which Grantor is an Owner.

10.8 Membership Register. Grantor may copy the membership register for the purposes of solicitation of or direct mailing to any Member.

10.9 Declaration Amendment. Except as provided in Section 10.10, until the recordation of the first deed to a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively “**amendment**”) by Grantor by recordation of a written instrument setting forth such amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to add to and/or amend this Declaration or any of the Project Documents, at any time and at its sole discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association (“**FNMA**”), the Government National Mortgage Association (“**GNMA**”), the Federal Housing Administration (“**FHA**”), the Veterans Administration (“**VA**”) and the Federal Home Loan Mortgage Corporation (“**FHLMC**”).

10.10 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration or any supplement hereto shall operate to defeat or render invalid the rights of the beneficiary under any First Mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such First Mortgage, such Lot shall remain subject to this Declaration, as amended and/or supplemented. In order to induce the FHLMC, GNMA, FHA, VA and FNMA to participate in the financing of the sale of Lots, any provisions hereof or of the Association’s Articles of Incorporation and/or Bylaws, which conflict with or are not adequate to meet the requirements of FHLMC, GNMA, FHA, VA and FNMA, may be amended and supplemented by Grantor, in its sole discretion and without needing to obtain any approvals or consents, to meet such requirements.

In addition to the foregoing, Grantor may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, GNMA, FHA, VA and FNMA, or any similar entity, so as to allow the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Lots with residences thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to Grantor concerning the status of any Mortgage encumbering a Lot.

10.11 Annexation. Grantor may annex additional lands into the Property by recording a supplement to this Declaration declaring such additional lands to be part of the Property and subject to this Declaration. Grantor may exercise the foregoing annexation rights at any time and from time to time without the approval of any Owner or the Association. The supplement to this Declaration may set forth additional or different covenants and restrictions applicable to the

annexed lands, as Grantor may deem appropriate, and may delete or modify as to the annexed lands such covenants or restrictions as are contained herein which Grantor deems not appropriate for the annexed lands, so long as the quality of Property is not materially adversely affected. The Owners of Lots within annexed lands shall become Members of the Association with all rights, privileges and obligations as all other Members. Grantor shall not be obligated in any manner by this Declaration to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent.

10.12 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, provided that Grantor is the owner of all property to be de-annexed. Such deannexation shall be effective upon Grantor's recordation of a supplement to this Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 11. DEFINITIONS

11.1 **"Abandoned or Inoperable Vehicle"** shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

11.2 **"Committee"** shall mean the Architectural Review Committee described in Article 2 hereof.

11.3 **"Architectural Design Guidelines"** shall mean the architectural design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 2.

11.4 **"Articles"** shall mean the Articles of Incorporation of the Association, as the same may be amended or revised from time to time.

11.5 **"Assessments"** shall mean those payments required of Owners who are Association Members, including Regular, Special, Limited or Irrigation System Assessments.

11.6 **"Association"** shall mean the The Preserve Homeowners Association, Inc., an Idaho nonprofit association.

11.7 **"Association Rules"** shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

11.8 **"Board"** shall mean the Board of Directors of the Association.

11.9 **"Building Envelope"** shall mean the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Committee. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

11.10 “**Bylaws**” shall mean the Bylaws of the Association, as the same may be amended or revised from time to time.

11.11 “**Common Area**” shall mean (a) Lots 2 and 14, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 5, Block 5; Lots 5 and 27, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lots 1 and 12, Block 15; and Lot 1, Block 16 of The Preserve Subdivision, according to the Final Plat; (b) any other parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon. The Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.

11.12 “**Declaration**” shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision, as it may be amended and supplemented from time to time.

11.13 “**Discretion**” or “**discretion**” shall mean the freedom or authority to act according to one’s own judgment.

11.14 “**Expenses**” shall have the meaning ascribed to it in Section 3.4.1.

11.15 “**First Mortgage**” shall mean any Mortgage which is not subordinate to any financial lien or encumbrance except liens for taxes, assessments or other liens which are given priority by statute.

11.16 “**Grantor**” shall mean The Preserve LLC, an Idaho limited liability company, its successors in interest or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer to individual Owners by The Preserve LLC or its successors.

11.17 “**Improvement**” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including but not limited to residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, plantings, landscaping and any exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and new Improvements.

11.18 “**Irrigation System**” shall mean and refer to the irrigation system contained within the Property, existing separate and apart from the potable water system, including all Improvements associated therewith, which supplies the entire Property with irrigation water and is more fully described in Section 6.16 hereof. The Irrigation System shall be Common Area owned and governed by the Association.

11.19 “**Irrigation System Assessment**” shall mean and refer to an Assessment levied by the Association in accordance with Article 3 against each Lot for the payment of the expenses incurred by the Association for the delivery of water through the Irrigation System, maintenance, repair and replacement of the Irrigation System and any and all assessments or related charges for the administration and enforcement of the rules, regulations and use schedules.

11.20 “**Limited Assessment**” shall mean a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including but not limited to damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

11.21 “**Lot**” shall mean a lot depicted on the Plat upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, “Lot” shall not include any lots owned by the Association as Common Area.

11.22 “**Member**” shall mean each Owner holding a membership in the Association, including Grantor.

11.23 “**Mortgage**” shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

11.24 “**Occupant**” shall mean any resident or occupant of a Lot other than the Owner, including but not limited to family members, guests, invitees and tenants.

11.25 “**Oversized Vehicles**” shall be defined as vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

11.26 “**Owner**” shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

11.27 “**Person(s)**” shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

11.28 “**Plat**” shall mean any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder’s Office, as the same may be amended by duly recorded amendments thereof.

11.29 “**Project Documents**” shall mean the basic documents creating and governing the Property including but not limited to this Declaration, the Articles, Bylaws, Association Rules, the Architectural Design Guidelines and any other procedures, rules, regulations or policies

adopted under such documents by the Association or the Committee. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

11.30 “**Property**” shall have the meaning set forth in the first recital of this Declaration, as the same may be amended from time to time pursuant to Sections 10.11 and 10.12.

11.31 “**Regular Assessment**” means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

11.32 “**Special Assessment**” means that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 12. MISCELLANEOUS

12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Ada County Recorder’s Office.

12.2 Amendment.

12.2.1 By Owners. Except as provided in Sections 10.9 and 10.10, after the recordation of the first deed to a Lot, any amendment to any provision of this Declaration, other than to this Section 12.2, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder’s Office. Any amendment to this Section 12.2 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.2.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or

unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by fax or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.4 Enforcement and Non-Waiver.

12.4.1 Right of Enforcement. Except as otherwise provided herein, Grantor, the Association or any Owner shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

12.4.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

12.4.3 Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

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

12.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

12.5.5 Complete Replacement. This Declaration amends, supersedes and replaces the Original Declaration in its entirety, and thereby sets forth a new set of Restrictions that apply to the Property. In the event that this Declaration impairs the rights of an easement grantee or an Institutional Holder (as defined in the Original Declaration) formerly protected under the Original Declaration, the applicable provisions of the Original Declaration shall govern only to the extent necessary to avoid such impairment.

12.5.6 Government Rules and Ordinances. In the event any of these CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances shall apply. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

12.6 Successors and Assigns. All references herein to Grantor, the Association, Owners, Members or Persons shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Association, Owners, Members or Persons.

12.7 Owners' Acknowledgments. The following acknowledgments identify additional information currently known by Grantor about the Property which each Owner should consider when purchasing a Lot. Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.7.1 Irrigation System.

12.7.1.1 Non-potable water supplied to the Property for irrigation of the Common Area and Lots will be supplied by the Association through an irrigation system which will be owned, operated and maintained by the Association. The Association may promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots. It is the obligation of each such Owner to determine, in accordance with the Project Documents, the amount of water needed to irrigate

each such Owner's Lot and to ensure that the grading and drainage pattern established on such Lot is adequate to drain irrigation water away from the residential dwelling Improvements located on such Lot.

12.7.1.2 Water from the Irrigation System is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants. Surface water can also contain agricultural chemicals that can be hazardous to health. Drinking the water from the Irrigation System will likely result in sickness, and in some cases, death or permanent disability.

12.7.1.3 It is each Owner's responsibility to ensure that all irrigation water faucets and risers are adequately marked and/or identified for each such Owner's safety. It is also each Owner's responsibility to ensure that no cross-connections between the Irrigation System and the potable water system were made by previous Owners.

12.7.1.4 Each Owner agrees to pay when due all Assessments levied by the Association for maintenance, repair and replacement of the Irrigation System and any and all Assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules.

12.7.2 No Water Rights Transferred with Lot. Owner acknowledges that Grantor has reserved unto itself any and all water rights appurtenant to the Property and, accordingly, Owners have no right, title or interest in any of such water or water rights. Grantor shall transfer to the Association a sufficient portion of the reserved water rights to enable the Association to operate the Irrigation System.

12.7.3 Ongoing Development. Owner acknowledges that the development of the Property will occur over time and that construction activities will be present on the Property throughout the development process. No Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property and that this acknowledgment and agreement is a material consideration to Grantor.


12.7.4 Due Diligence; Acceptance of Lots "As-Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about the Property or any Lot. Each prospective Owner must conduct a full and complete due diligence of the Property and any Lot therein to such prospective Owner's satisfaction. Owner accepts title to the Lot(s) after conducting all necessary inquiries and due diligence. Owner further takes the Lot(s) "As-Is, Where-Is."

12.7.5 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including but not

limited to future development requirements of governmental or municipal organizations claiming jurisdiction over the Property or how such requirements may impact the future development plans of the Property.

[end of text; signature page follows]

By: 
Thomas M. Coleman, Jr., President



 Notary Public for Idaho
 Residing at: Ada County
 My commission expires: 3-28-17

Exhibit A

Final Plat for Eaglefield Estates Subdivision No. 1

12/24/2014

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

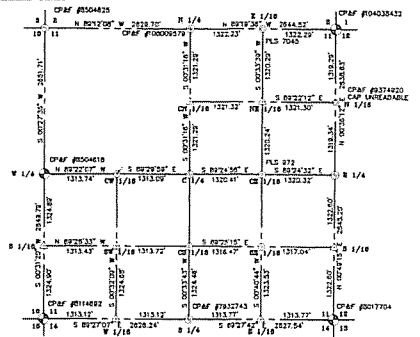
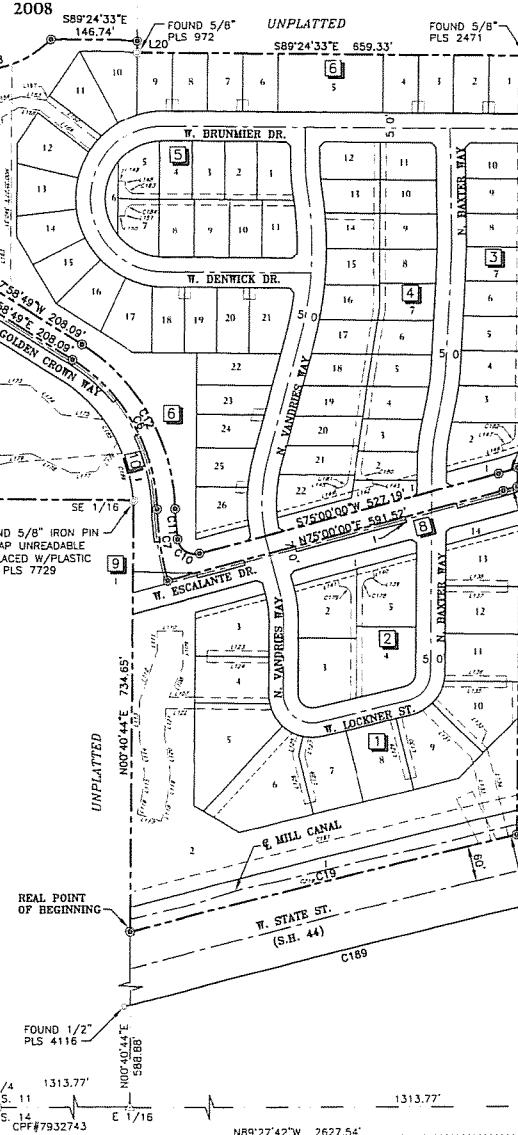
A PORTION OF LOTS 1, 2, 3, 6, 7 AND 8 AND THE VACATED RIGHTS-OF-WAY OF NEWELL'S ACREAGE,
A PORTION OF LOT 4 AND THE VACATED RIGHTS-OF-WAY OF THE COMPTON ANDREWS TRACT,
AND A PORTION OF THE SE 1/4 OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO

LOT SUMMARY	
TOTAL LOTS	135
TOTAL BUILDABLE	116
TOTAL COMMON	19
TOTAL ACREAGE	38.75

#	LENGTH	BEARING
L1	120.91'	S84°54'01"E
L2	52.21'	N04°58'49"W
L3	52.01'	S70°28'22"E
L4	49.86'	N88°21'00"E
L5	30.11'	S26°10'17"E
L6	32.32'	N00°49'28"E
L7	95.21'	N26°10'17"W
L8	76.70'	S68°01'35"W
L9	52.01'	S70°28'22"W
L10	52.21'	S04°59'49"W
L11	120.91'	N84°54'01"W
L12	78.55'	N04°13'39"E
L13	57.63'	N37°56'52"W
L14	106.79'	S80°14'44"E
L15	69.93'	S72°20'41"E
L16	55.51'	S86°52'27"E
L17	55.48'	N77°29'31"E
L18	76.41'	N65°21'51"E
L19	92.55'	N50°03'26"E
L20	20.00'	S00°40'44"W

NOTES:

- A SIXTEEN FOOT (16') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ALONG ALL LOTS ADJACENT TO W. DURING DR., W. DEMISON CT., N. GOLDEN CROWN WAY, AND W. ESCALANTE DR.. A TWELVE FOOT (12') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ADJACENT TO ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, AND ALONG ALL LOTS ADJACENT TO: W. BRUNNIE DR., W. DENWICK DR., N. VANDRIES WAY, N. BAXTER WAY AND W. LOCKNER ST. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT. EACH SIDE OF INTERIOR LOT LINES SHALL HAVE A FIVE FOOT (5') WIDE PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- IRRIGATION WATER HAS BEEN PROVIDED BY MIDDLETON IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805 (B). EAGLEFIELD ESTATES SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE HOMEOWNER'S ASSOCIATION WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION. SEE INSTRUMENT NO. _____ FOR THE CC&R'S ADDRESSING THE IRRIGATION ASSESSMENTS TO INDIVIDUAL LOTS.
- ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT LOTS 1, 2 AND 14, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOT 5, BLOCK 5, LOT 5 AND 27, BLOCK 6, LOT 1, BLOCK 8, LOT 1, BLOCK 9, LOT 1, BLOCK 10, LOT 1, BLOCK 11, LOT 1, BLOCK 12, LOT 1, BLOCK 13, LOT 1, BLOCK 14, LOT 1 AND 12, BLOCK 15, AND LOT 1, BLOCK 16 WHICH ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. LOT 1, BLOCK 1, IS A LOT NOT OWNED BY THE HOME OWNERS ASSOCIATION, AND HAS A BLANKET IRRIGATION EASEMENT BENEFITTING THE MIDDLETON IRRIGATION ASSOCIATION. ALL COMMON LOTS HAVE A BLANKET PRESSURE IRRIGATION EASEMENT FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- A PORTION OF LOTS 2, 4 AND 5, BLOCK 1, LOT 27, BLOCK 6, LOTS 1, 10 AND 11, BLOCK 12, AND LOTS 9, 10, AND 12, BLOCK 15, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE SYSTEM DEED AND RECORDS ON JUNE 1, 2004 AS INSTRUMENT NO. 104084411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY ITS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- SELECT LOT LINES, AS SHOWN, HAVE A PERMANENT IRRIGATION EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PRESSURE IRRIGATION FOR THE BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
- LOT 1, BLOCK 1 HAS A BLANKET IRRIGATION EASEMENT AND LOT 2, BLOCK 1, HAS A TWENTY FIVE FOOT (25') WIDE IRRIGATION EASEMENT, AS SHOWN, FOR MIDDLETON MILL DITCH COMPANY AND MIDDLETON IRRIGATION ASSOCIATION INC. FOR THE MAINTENANCE, CLEANING, AND REPAIR OF THE MILL CANAL.
- THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
- DIRECT LOT ACCESS TO N. GOLDEN CROWN WAY AND W. ESCALANTE DR. IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY BOTH ADA COUNTY HIGHWAY DISTRICT AND CITY OF EAGLE.
- AN ACHD SIDEWALK EASEMENT IS LOCATED ADJACENT TO ALL PUBLIC STREETS PER INSTRUMENT #107101916. SAID EASEMENT PARALLELS 0.5' OUTSIDE OF THE SIDEWALK.
- LOTS 3-13, BLOCK 1; 2-5, BLOCK 2; 2-10, BLOCK 3; 1-22, BLOCK 4; 1-5 AND 7-11, BLOCK 5 ARE SUBJECT TO COMMON DRIVEWAY EASEMENT LINES AS SHOWN WHICH SHALL PROVIDE PERPETUAL ACCESS AND EGRESS FOR ADJACENT LOTS AND SAID LOTS SHALL BE PROHIBITED FROM DIRECT ACCESS TO DEDICATED STREETS. MAINTENANCE FOR SAID DRIVEWAYS ARE PROVIDED FOR IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) PROVIDED FOR THIS SUBDIVISION. SAID EASEMENT SHALL RUN WITH THE LAND AND ALSO HAVE A BLANKET PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT.
- A THIRTY FOOT (30') WIDE SEWER AND WATER OPERATION AND MAINTENANCE EASEMENT IS HEREBY GRANTED ON LOTS 1, 2, 9 AND 10, BLOCK 1, AS SHOWN TO EAGLE SEWER DISTRICT AND CITY OF EAGLE WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
- A THIRTY FOOT (30') WIDE SEWER OPERATION AND MAINTENANCE EASEMENT IS HERE BY GRANTED ON LOT 27, BLOCK 6 AS SHOWN TO EAGLE SEWER DISTRICT WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
- SELECT LOT LINES, AS SHOWN, HAVE A LANDSCAPE EASEMENT FOR THE PURPOSE OF MAINTAINING LANDSCAPE BUFFERS FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. THE TEN (10) FOOT EASEMENT ALONG W. ESCALANTE DR. HAS BEEN PROVIDED TO MEET A THIRTY FOOT (35') LANDSCAPE BUFFER REQUIREMENT IN ACCORDANCE WITH EAGLE CITY CODE.
- PORTIONS OF LOTS 1, 11-17 AND 23-27, BLOCK 12, HAVE AN EXISTING DRAINAGE EASEMENT AS SHOWN RESERVED FOR DRAINAGE DISTRICT NO. 2 AS MORE FULLY DESCRIBED IN INSTRUMENT #107023407 RECORDS OF ADA COUNTY.
- LOTS 1-4, 6-9, 18-21 AND 23-26, BLOCK 6, ARE SUBJECT TO A TWENTY FOOT (20') BY TWENTY FOOT (20') SHARED ACCESS EASEMENT CONTAINING A COMMON DRIVEWAY.
- ALL LOTS WITHIN THIS SUBDIVISION SHALL HAVE ACCESS TO UNDER ROAD OVER AN EXISTING PUBLIC RIGHT-OF-WAY EASEMENT GRANTED TO THE ADA COUNTY HIGHWAY DISTRICT NO. 10701812 RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION UTILIZES EXISTING ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY PER THAT GRANT DEED RECORDED AS INSTRUMENT NO. 107044388, RECORDS OF ADA COUNTY, IDAHO. THIS SUBDIVISION ALSO INCORPORATES PORTIONS OF THE VACATED STREETS PER THE PLATS OF NEWELL'S ACRES AND COMPTON ANDREWS TRACTS PER RESOLUTION 801 FOR VACATION AND ABANDONMENT RECORDED AS INSTRUMENT NO. 107044387, RECORDS OF ADA COUNTY, IDAHO.
- ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057136.



SECTION TIES MAP
SCALE: 1" = 1600'

EXTENDED RIGHT OF WAY TO UNDER ROAD
REFER TO INSTRUMENT #107018472
SEE NOTE 20



150' 75' 0 150' 300'
SCALE: 1" = 150'

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- LANDSCAPE EASEMENT LINE
- SECTION LINE
- EXISTING BOUNDARY LINE
- EXISTING RIGHT OF WAY
- TIE LINE
- ⊕ FOUND ALUMINUM CAP
- ⊙ FOUND 5/8" IRON PIN
- ⊙ FOUND BRASS CAP
- ⊙ FOUND IRON SPIKE
- ⊙ SET 5/8" x 30" IRON PIN WITH PLASTIC CAP, PLS 7729
- ⊙ SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 7729
- Δ CALC POINT
- 1 LOT NUMBER
- 1 BLOCK NUMBER
- W.C. WITNESS CORNER

CURVE TABLE						CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG	#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	45.24'	3975.00'	0°39'08"	45.24'	S85°13'35"E	C11	52.29'	465.00'	6°26'32"	52.27'	N04°09'14"W
C2	218.38'	125.00'	100°05'48"	191.65'	N45°03'05"E	C12	333.55'	335.00'	5°70'25"	319.94'	N29°22'22"W
C3	149.91'	75.00'	114°31'22"	126.17'	N52°15'00"E	C13	147.12'	265.00'	31°48'32"	145.24'	N42°04'33"W
C4	282.70'	375.00'	44°43'15"	285.32'	N87°10'00"E	C14	253.67'	325.00'	44°43'15"	247.28'	S87°10'00"W
C5	164.05'	295.50'	31°48'32"	161.98'	S42°04'33"E	C15	249.85'	125.00'	114°31'22"	210.29'	S52°16'54"W
C6	303.18'	304.50'	57°02'53"	290.81'	S29°27'22"E	C16	131.03'	75.00'	100°05'48"	114.99'	S45°03'05"W
C7	124.45'	495.50'	14°23'24"	124.12'	S08°07'38"E	C17	37.37'	4025.00'	0°31'55"	37.37'	N85°09'59"W
C8	24.67'	495.50'	2°51'08"	24.66'	N73°34'26"E	C18	219.55'	175.00'	71°52'55"	205.43'	N80°23'05"E
C9	33.50'	465.00'	4°07'39"	33.49'	S72°56'10"W	C19	67.73'	22978.31'	1°41'24"	677.70'	S76°07'34"W
C10	51.11'	30.00'	97°37'27"	45.15'	N56°11'16"W	C189	1240.63'	22858.31'	3°06'35"	1240.48'	S76°43'48"W

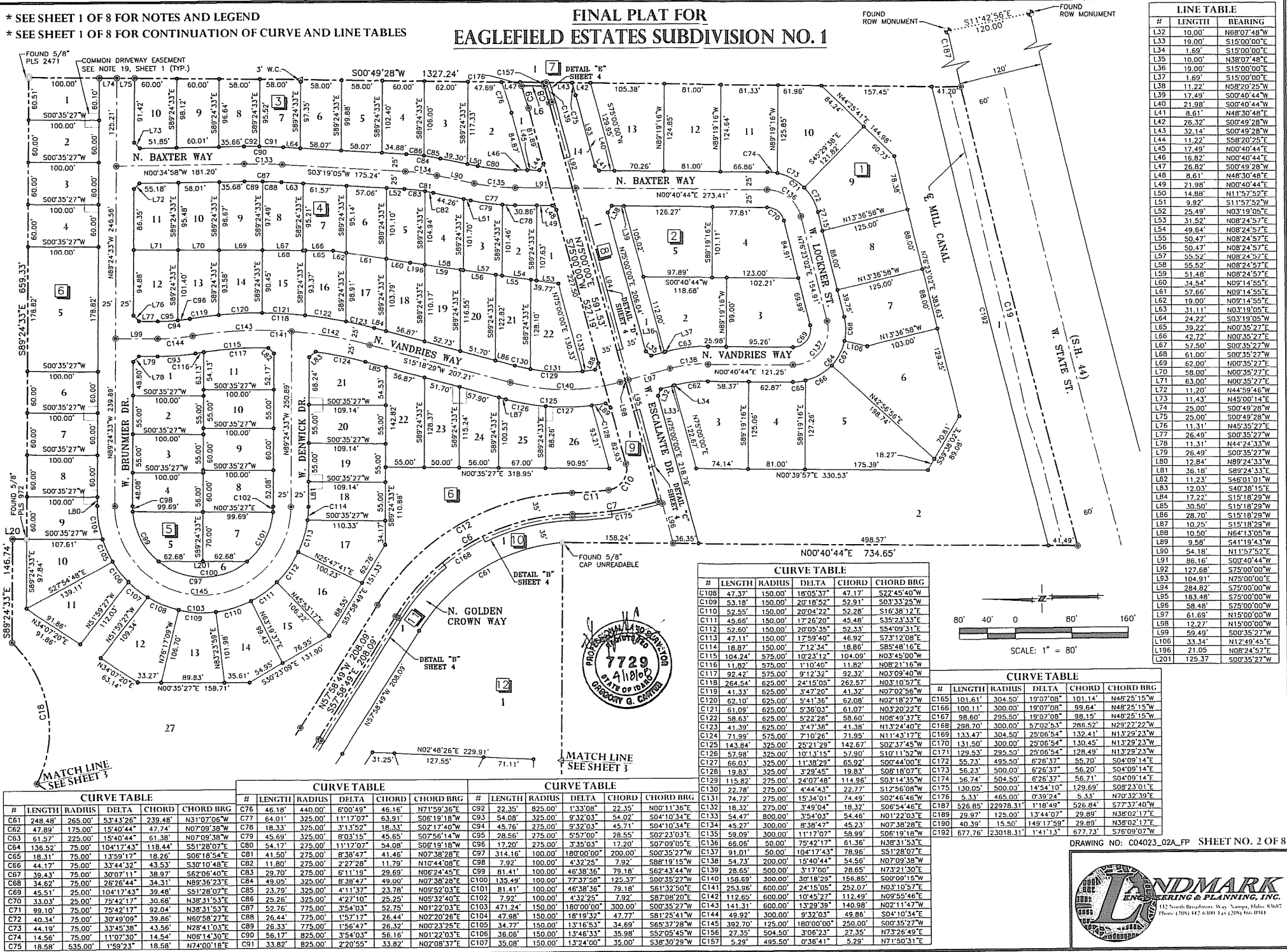
DRAWING NO: C04023_02A_FP SHEET NO. 1 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
 * SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

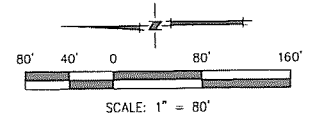
BK 108 PG 1351



LINE TABLE		
#	LENGTH	BEARING
L32	10.00'	N68°07'48"W
L33	19.00'	S15°00'00"E
L34	1.69'	S15°00'00"E
L35	10.00'	N38°07'48"E
L36	19.00'	S15°00'00"E
L37	1.69'	S15°00'00"E
L38	11.22'	N58°20'25"W
L39	17.49'	S00°40'44"W
L40	21.98'	S00°40'44"W
L41	8.61'	N48°30'48"E
L42	26.32'	S00°49'28"W
L43	32.14'	S00°49'28"W
L44	11.22'	S58°20'25"E
L45	17.49'	N00°40'44"E
L46	16.87'	N00°40'44"E
L47	26.82'	S00°49'28"W
L48	8.61'	N48°30'48"E
L49	21.98'	N00°40'44"E
L50	14.88'	N11°57'52"E
L51	9.92'	S11°57'52"W
L52	25.49'	N03°19'05"E
L53	31.52'	N08°24'57"E
L54	49.64'	N08°24'57"E
L55	50.47'	N08°24'57"E
L56	50.47'	N08°24'57"E
L57	55.52'	N08°24'57"E
L58	55.52'	N08°24'57"E
L59	51.48'	N08°24'57"E
L60	34.54'	N09°14'55"E
L61	57.66'	N09°14'55"E
L62	19.00'	N09°14'55"E
L63	31.11'	N03°19'05"E
L64	24.22'	S03°19'05"W
L65	39.22'	N00°35'27"E
L66	42.72'	N00°35'27"E
L67	57.50'	S00°35'27"W
L68	61.00'	S00°35'27"W
L69	62.00'	S00°35'27"W
L70	58.00'	N00°35'27"E
L71	63.00'	N00°35'27"E
L72	11.20'	N44°59'46"W
L73	11.43'	N45°00'14"E
L74	25.00'	S00°49'28"W
L75	25.00'	S00°49'28"W
L76	11.31'	N45°35'27"E
L77	26.49'	S00°35'27"W
L78	11.31'	N44°24'33"W
L79	78.49'	S00°35'27"W
L80	12.84'	N82°24'33"W
L81	36.18'	N82°24'33"E
L82	11.24'	S46°01'01"W
L83	12.03'	S40°38'15"E
L84	17.22'	S15°18'29"W
L85	30.50'	S15°18'29"W
L86	28.70'	S15°18'29"W
L87	10.25'	S15°18'29"W
L88	10.50'	N64°13'05"W
L89	9.58'	S41°19'43"W
L90	54.18'	N11°57'52"E
L91	86.16'	S00°40'44"W
L92	127.68'	S75°00'00"W
L93	104.91'	N75°00'00"E
L94	284.82'	S75°00'00"E
L95	183.48'	S75°00'00"E
L96	58.48'	S75°00'00"E
L97	61.65'	N15°00'00"W
L98	12.27'	N15°00'00"W
L99	59.49'	S00°35'27"W
L100	33.34'	N12°49'45"E
L101	21.05'	N08°24'57"E
L102	125.37'	S00°35'27"W

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C108	47.37'	150.00'	18°05'37"	47.17'	S22°45'40"W
C109	53.18'	150.00'	20°18'52"	52.91'	S03°33'25"W
C110	52.55'	150.00'	20°04'22"	52.28'	S16°38'12"E
C111	45.66'	150.00'	17°26'20"	45.48'	S35°23'33"E
C112	52.60'	150.00'	20°05'35"	52.33'	S54°09'31"E
C113	47.11'	150.00'	17°59'40"	46.92'	S73°12'08"E
C114	18.87'	150.00'	7°12'34"	18.86'	S85°48'16"E
C115	104.24'	575.00'	10°23'12"	104.00'	S03°45'00"W
C116	11.82'	575.00'	1°10'40"	11.82'	N08°21'16"W
C117	92.42'	575.00'	9°12'32"	92.32'	N03°09'40"W
C118	264.54'	625.00'	24°15'05"	262.57'	N03°10'57"E
C119	41.33'	625.00'	3°47'20"	41.32'	N07°02'56"W
C120	62.10'	625.00'	5°41'36"	62.08'	N02°18'27"W
C121	61.09'	625.00'	5°36'03"	61.07'	N03°20'22"E
C122	58.63'	625.00'	5°22'28"	58.60'	N08°49'37"E
C123	41.39'	625.00'	3°47'36"	41.38'	N13°24'40"E
C124	71.99'	625.00'	7°10'26"	71.95'	N11°43'17"E
C125	143.84'	325.00'	25°21'28"	142.67'	S02°37'45"W
C126	57.98'	325.00'	10°13'15"	57.90'	S10°11'52"W
C127	66.03'	325.00'	11°38'29"	65.92'	S00°44'00"W
C128	19.83'	325.00'	3°29'45"	19.83'	S08°18'07"E
C129	115.82'	275.00'	24°07'48"	114.96'	S03°14'35"W
C130	74.72'	275.00'	15°34'01"	74.49'	S02°46'46"W
C131	18.32'	275.00'	3°49'04"	18.32'	S06°54'46"E
C132	54.47'	300.00'	3°54'03"	54.46'	N01°22'03"E
C133	45.27'	300.00'	8°38'47"	45.23'	N07°38'28"E
C134	59.09'	300.00'	11°17'07"	58.89'	S06°19'18"W
C135	66.06'	50.00'	75°42'17"	61.36'	N38°31'53"E
C136	91.01'	50.00'	104°17'43"	78.96'	S51°28'07"E
C137	54.73'	300.00'	15°40'44"	54.50'	N07°09'38"W
C138	28.65'	300.00'	3°17'00"	28.65'	N73°21'30"E
C139	158.69'	300.00'	30°18'29"	156.85'	S00°09'15"W
C140	253.95'	600.00'	24°15'05"	252.07'	N03°10'57"E
C141	112.65'	600.00'	10°45'27"	112.49'	N09°55'46"E
C142	141.31'	300.00'	13°29'39"	140.98'	N02°11'47"W
C143	49.92'	300.00'	9°32'03"	49.86'	S04°10'57"E
C144	392.70'	125.00'	180°00'00"	250.00'	S00°35'27"W
C145	27.35'	504.50'	3°06'23"	27.35'	N73°26'49"E
C146	5.29'	495.50'	0°36'41"	5.29'	N71°50'31"E

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C165	101.61'	304.50'	19°07'08"	101.14'	N48°25'15"W
C166	100.11'	300.00'	19°07'08"	99.64'	N48°25'15"W
C167	98.60'	295.50'	19°07'08"	98.15'	N48°25'15"W
C168	298.70'	300.00'	57°02'53"	286.52'	N29°22'22"W
C169	133.47'	304.50'	25°06'54"	132.41'	N13°29'23"W
C170	131.50'	300.00'	25°06'54"	130.45'	N13°29'23"W
C171	129.53'	295.50'	25°06'54"	128.49'	N13°29'23"W
C172	55.73'	495.50'	6°26'37"	55.70'	S04°09'14"E
C173	56.23'	500.00'	6°26'37"	56.20'	S04°09'14"E
C174	56.74'	504.50'	6°26'37"	56.71'	S04°09'14"E
C175	130.05'	500.00'	14°54'10"	129.69'	N08°23'01"E
C176	5.33'	465.00'	0°39'24"	5.33'	N03°29'39"E
C177	526.85'	22978.31'	1°18'49"	526.84'	S77°37'40"W
C178	29.97'	125.00'	13°44'07"	29.89'	N38°02'17"E
C179	40.39'	15.50'	149°17'59"	29.89'	N38°02'17"E
C192	677.76'	123018.31'	1°41'13"	677.73'	S76°09'07"W

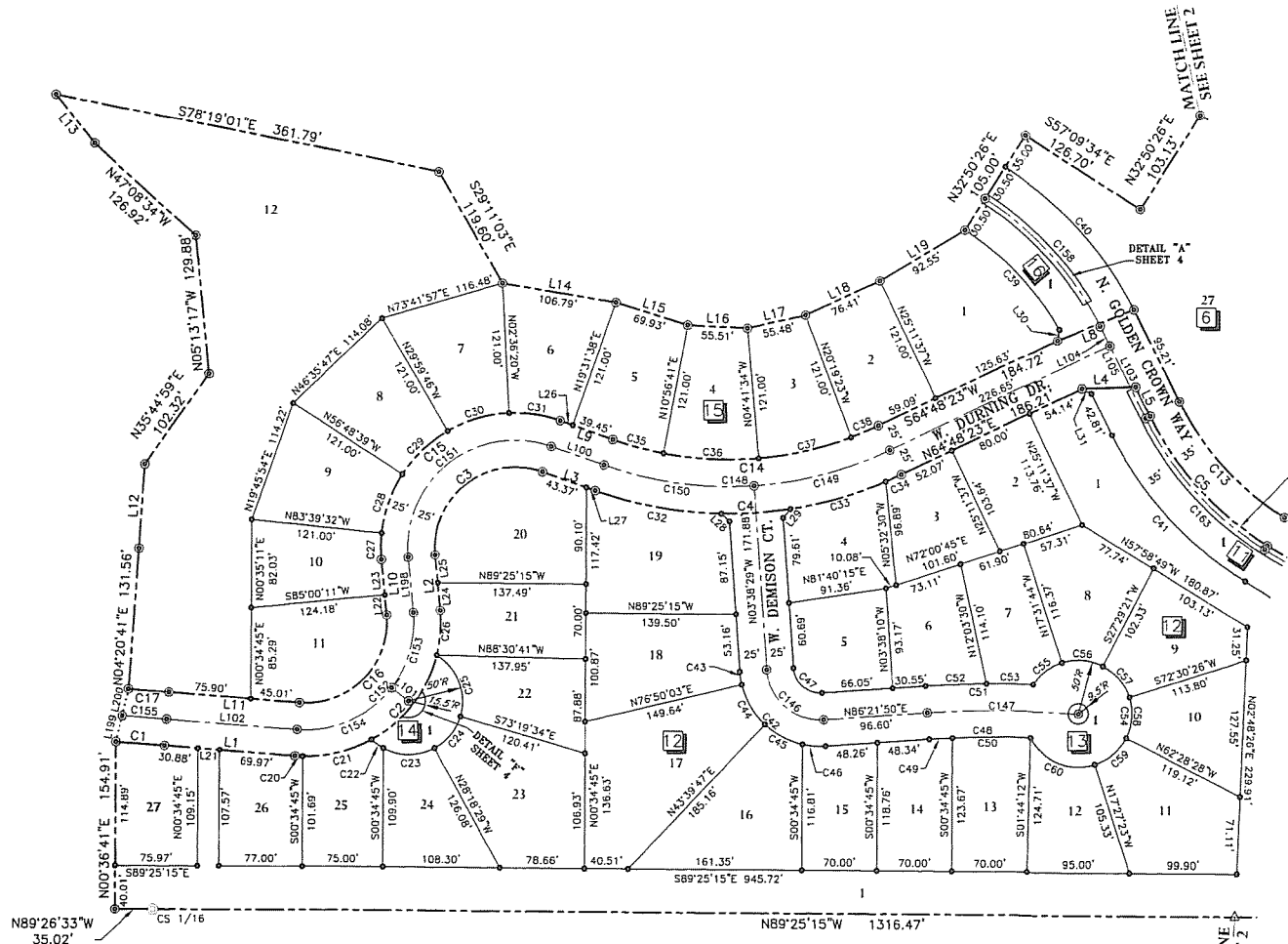
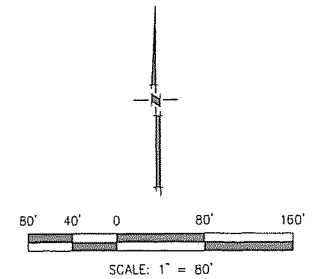


DRAWING NO: C04023_02A_FP SHEET NO. 2 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1



#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C20	7.26	125.00	31°18'36"	7.26	S86°33'48"E
C21	66.74	125.00	30°35'11"	65.95	N76°28'37"E
C22	13.59	50.00	15°34'32"	13.55	S53°56'43"E
C23	49.37	50.00	56°34'30"	47.39	N89°58'48"E
C24	39.29	50.00	45°01'05"	38.28	N39°10'59"E
C25	65.48	50.00	75°01'44"	60.90	N20°50'26"W
C26	42.11	125.00	19°18'15"	41.92	N04°38'18"E
C27	24.74	125.00	11°20'17"	24.70	S03°40'20"W
C28	58.57	125.00	26°50'53"	58.04	S19°45'34"W
C29	58.50	125.00	26°48'54"	57.97	S46°35'47"W
C30	59.75	125.00	27°23'25"	59.19	S73°41'57"W
C31	48.29	125.00	22°07'58"	47.99	N81°32'21"W
C32	119.29	375.00	16°13'33"	118.78	S79°35'08"E
C33	92.56	375.00	14°08'32"	92.33	N74°20'41"E
C34	16.15	375.00	2°28'02"	16.15	N66°02'24"E
C35	48.68	325.00	8°34'56"	48.64	S74°45'50"E
C36	88.70	325.00	15°38'16"	88.43	S86°52'27"E
C37	88.66	325.00	15°37'48"	88.38	N77°29'31"E
C38	27.63	325.00	4°52'14"	27.62	N67°14'30"E
C39	129.39	265.00	27°58'31"	128.11	N43°10'19"W
C40	181.18	335.00	30°59'17"	178.98	N41°39'55"W
C41	185.98	335.00	31°48'32"	183.60	S42°04'33"E
C42	117.80	75.00	89°59'41"	106.06	S48°38'20"E
C43	14.77	75.00	9°31'27"	14.45	S08°24'13"E
C44	43.42	75.00	33°10'16"	42.82	S29°45'05"E
C45	39.91	75.00	30°29'21"	39.44	S61°34'54"E
C46	42.00	75.00	16°48'36"	41.93	S85°13'52"E
C47	39.27	25.00	89°59'41"	35.35	S48°38'20"E
C48	94.38	975.00	5°32'46"	94.34	S89°08'13"W
C49	21.83	975.00	1°16'59"	21.83	S87°00'19"W
C50	72.54	975.00	4°15'47"	72.53	S89°46'42"W
C51	100.33	1025.00	5°36'28"	100.29	S89°10'05"W
C52	57.02	1025.00	3°11'14"	57.01	S87°57'27"W
C53	43.31	1025.00	2°26'16"	43.31	N89°14'19"W
C54	281.79	50.00	298°59'04"	50.01	N03°10'55"E
C55	34.28	50.00	38°16'51"	33.61	S52°49'50"W
C56	39.29	50.00	45°01'05"	38.28	N85°01'11"W
C57	39.29	50.00	45°01'05"	38.28	N40°00'06"W
C58	39.29	50.00	45°01'05"	38.28	N05°00'59"E
C59	39.29	50.00	45°01'05"	38.28	N50°02'04"E
C60	70.36	50.00	80°37'51"	64.70	S67°08'28"E
C146	78.54	50.00	89°59'41"	70.71	S48°38'20"E
C147	140.65	1000.00	8°03'32"	140.54	N89°36'24"W
C148	273.18	350.00	44°43'15"	266.30	N87°10'00"E
C149	131.66	350.00	21°33'08"	130.88	N75°34'52"E
C150	141.53	350.00	23°10'07"	140.57	S82°03'26"E
C151	199.88	100.00	114°31'27"	168.23	S52°15'54"W
C152	174.70	100.00	100°05'48"	153.32	N45°03'05"E
C153	74.49	100.00	42°40'55"	72.78	N16°20'38"E
C154	100.21	100.00	57°24'53"	96.07	N62°23'32"E
C155	41.31	4000.00	0°35'30"	41.31	N85°11'46"W
C156	27.35	504.50	3°06'23"	27.35	N73°26'49"E
C157	5.29	495.50	0°36'41"	5.29	N71°50'31"E
C158	162.25	300.00	30°59'17"	160.28	N41°39'55"W
C159	139.39	304.50	26°13'44"	138.18	N44°02'42"W
C160	137.33	300.00	26°13'44"	136.14	N44°02'42"W
C161	135.27	295.50	26°13'44"	134.10	N44°02'42"W
C162	24.92	300.00	4°45'33"	24.91	N28°33'03"W
C163	166.55	300.00	31°48'32"	164.42	S42°04'33"E
C164	169.05	304.50	31°48'32"	166.89	S42°04'33"E



#	LENGTH	BEARING
L21	20.06	N84°54'01"W
L22	18.94	N04°59'49"W
L23	33.27	N04°59'49"W
L24	26.12	N04°59'49"W
L25	26.09	N04°59'49"W
L26	12.56	S70°28'22"E
L27	8.64	S70°28'22"E
L28	10.82	N46°10'12"W
L29	10.82	N38°53'14"E
L30	10.33	N10°13'18"E
L31	9.92	S62°24'52"E
L100	52.01	N70°28'22"W
L101	20.00	S51°57'43"E
L102	120.91	S84°54'01"E
L103	95.21	N26°10'17"W
L104	20.10	S26°10'17"E
L105	75.12	S26°10'17"E
L106	52.21	S04°59'49"E
L107	25.35	N14°01'46"E
L108	25.35	N14°01'46"E

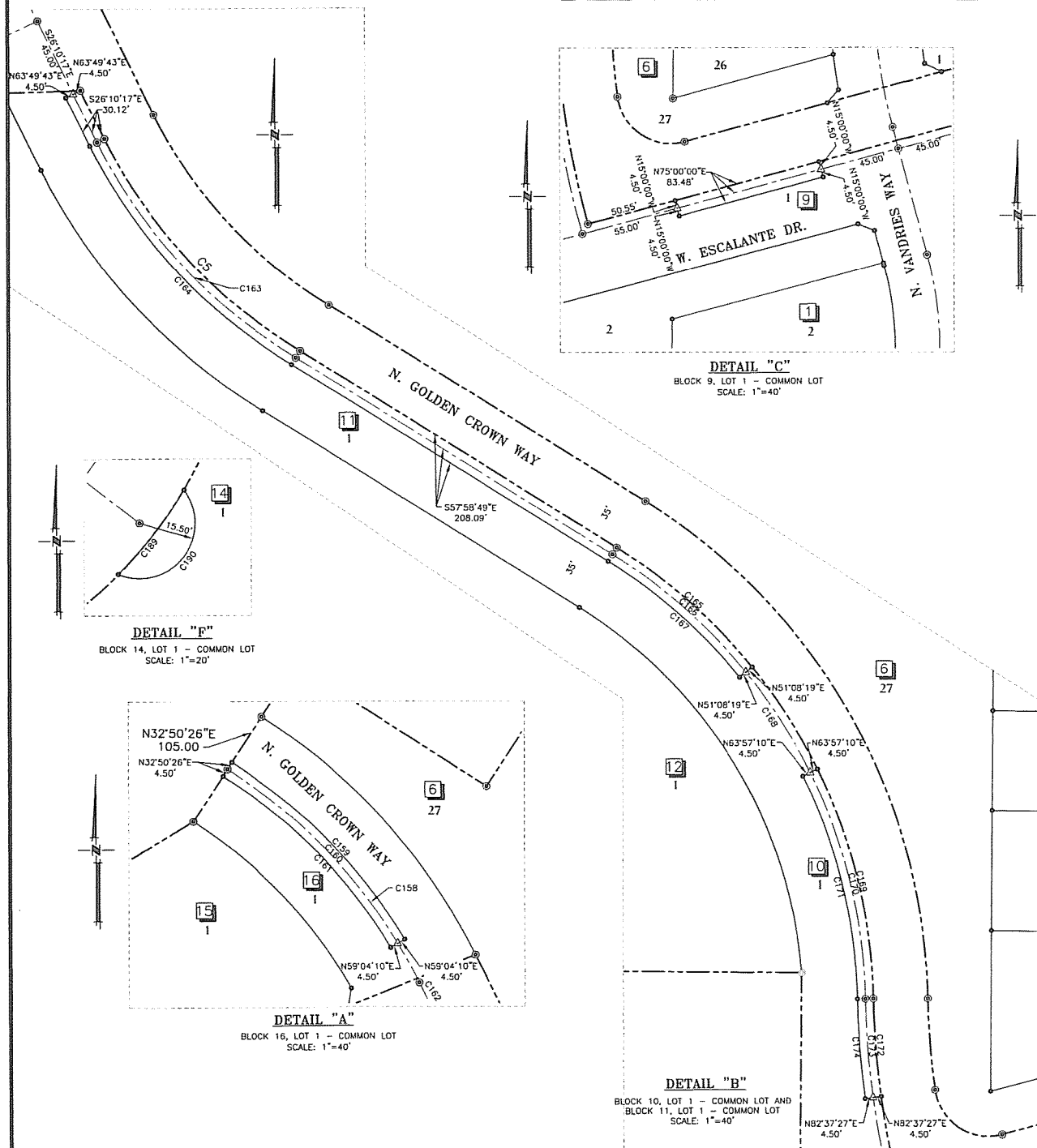
DRAWING NO: C04023_02A_FP SHEET NO. 3 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND

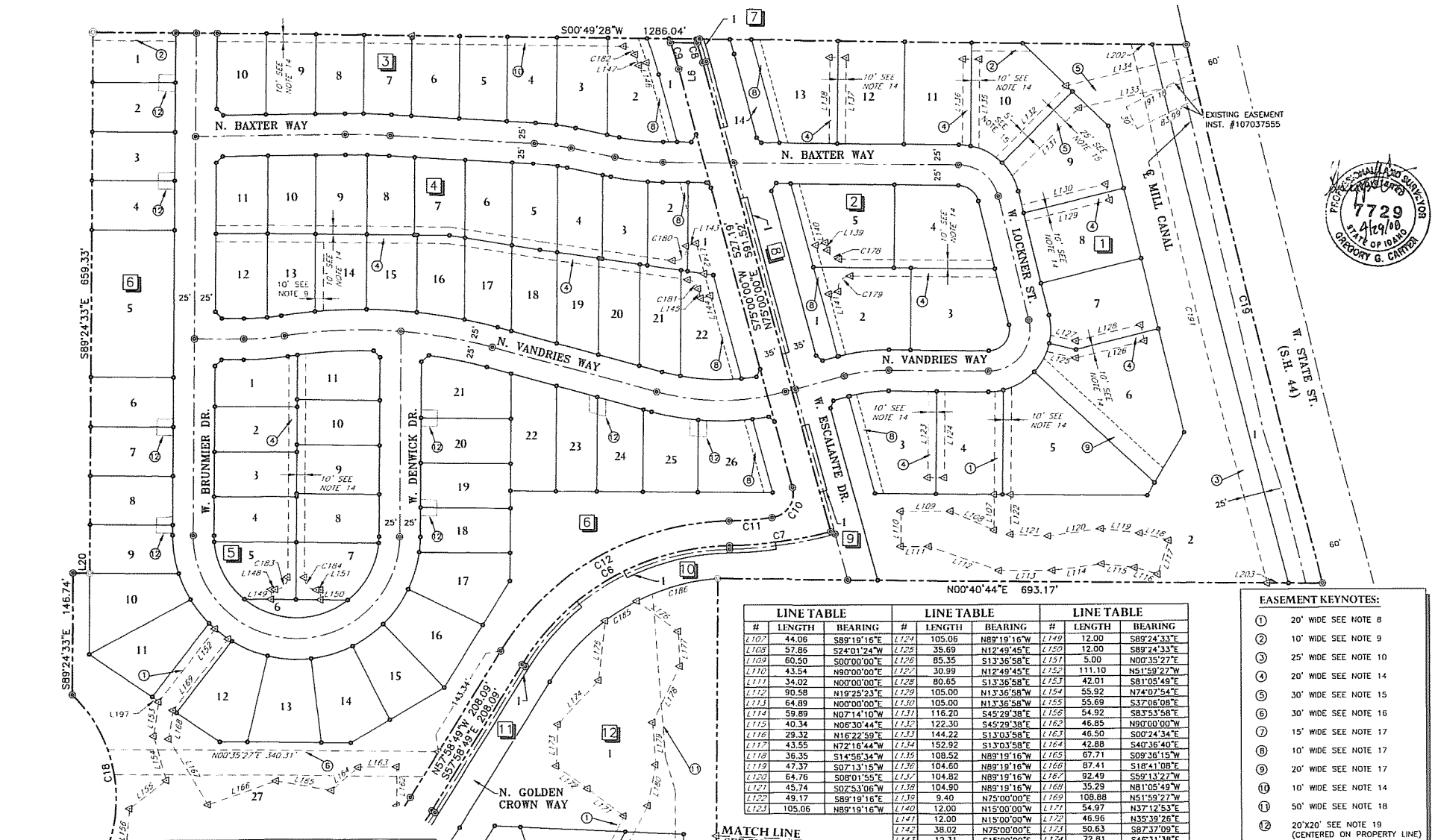
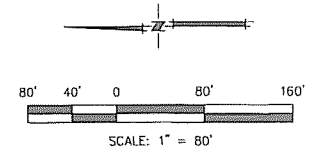
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1 EASEMENTS

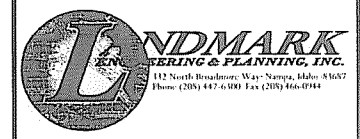


CURVE TABLE				
#	LENGTH	RADIUS	DELTA	CHORD BRG
C178	27.66'	15.00'	105°39'33"	23.91' N52°10'13"W
C179	28.66'	15.00'	109°28'16"	24.49' S46°19'12"E
C180	17.43'	15.00'	66°35'04"	16.47' N41°42'28"E
C181	18.25'	15.00'	69°42'36"	17.15' N35°40'46"E
C182	23.56'	15.00'	90°00'00"	21.21' S44°24'33"E
C183	23.56'	15.00'	90°00'00"	21.21' S45°35'27"W
C184	45.54'	265.00'	9°50'43"	45.48' N31°22'37"W
C185	102.67'	265.00'	22°11'52"	102.03' N15°21'19"W
C186	102.67'	265.00'	22°11'52"	102.03' N15°21'19"W
C191	677.78'	23043.31'	1°41'07"	677.75' S76°10'05"W

LINE TABLE		LINE TABLE		LINE TABLE	
#	LENGTH	#	LENGTH	#	LENGTH
L107	44.06	L129	105.06	L149	12.00
L108	57.86	L129	35.69	L150	12.00
L109	60.50	L129	85.36	L151	5.00
L110	43.54	L129	30.99	L152	111.10
L111	34.02	L129	80.65	L153	42.01
L112	90.58	L129	105.00	L154	55.92
L113	64.89	L130	105.00	L155	55.69
L114	59.89	L131	116.20	L156	54.92
L115	40.34	L132	122.30	L157	46.85
L116	29.32	L133	144.22	L158	46.50
L117	43.55	L134	152.82	L159	42.88
L118	36.35	L135	108.52	L160	67.71
L119	47.37	L136	104.60	L161	87.41
L120	64.76	L137	104.82	L162	92.49
L121	45.74	L138	104.90	L163	35.29
L122	49.17	L139	9.40	L164	108.88
L123	105.06	L140	12.00	L165	54.97
		L141	12.00	L166	46.96
		L142	38.02	L167	50.63
		L143	12.31	L168	72.81
		L144	12.00	L169	72.15
		L145	11.94	L170	62.05
		L146	10.00	L171	41.74
		L147	13.85	L172	75.49
		L148	5.00	L173	51.54
				L174	50.41
				L175	10.00
				L176	25.75
				L177	25.92

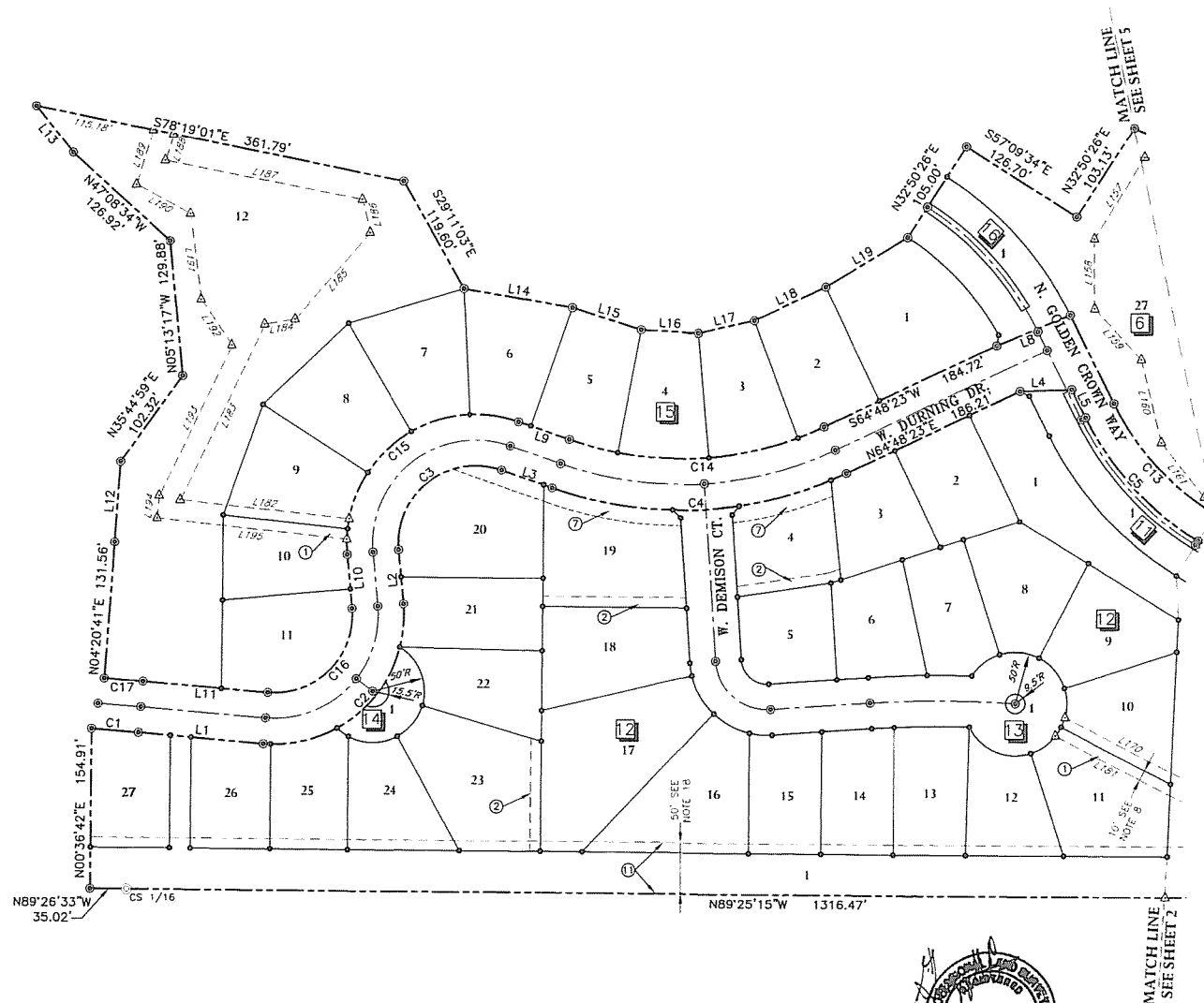
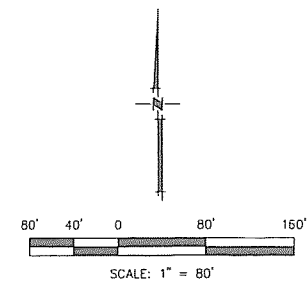
- EASEMENT KEYNOTES:**
- ① 20' WIDE SEE NOTE 8
 - ② 10' WIDE SEE NOTE 9
 - ③ 25' WIDE SEE NOTE 10
 - ④ 20' WIDE SEE NOTE 14
 - ⑤ 30' WIDE SEE NOTE 15
 - ⑥ 30' WIDE SEE NOTE 16
 - ⑦ 15' WIDE SEE NOTE 17
 - ⑧ 10' WIDE SEE NOTE 17
 - ⑨ 20' WIDE SEE NOTE 17
 - ⑩ 10' WIDE SEE NOTE 14
 - ⑪ 50' WIDE SEE NOTE 18
 - ⑫ 20'x20' SEE NOTE 19 (CENTERED ON PROPERTY LINE)

DRAWING NO: C04023_02A_FP SHEET NO. 5 OF 8



* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
 * SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1 EASEMENTS



LINE TABLE		
#	LENGTH	BEARING
L157	93.21	N31°33'41"E
L158	66.82	N00°00'09"W
L159	66.67	N42°37'20"W
L160	82.58	N13°15'29"W
L161	67.71	N37°50'07"W
L170	136.60	N62°28'28"W
L181	161.20	N62°28'28"W
L182	164.38	N63°39'32"W
L183	188.96	N25°41'45"E
L184	29.74	N81°03'48"E
L185	110.49	N41°10'56"E
L186	33.24	N12°57'25"W
L187	193.99	N78°40'14"W
L188	26.87	N17°01'59"E
L189	55.73	S17°01'59"W
L190	59.35	S61°11'45"E
L191	83.24	S07°10'32"E
L192	52.62	S33°57'29"E
L193	161.96	S25°41'45"W
L194	22.00	S05°20'28"W
L195	184.38	N83°39'32"W

EASEMENT KEYNOTES:

- ① 20' WIDE SEE NOTE 8
- ② 10' WIDE SEE NOTE 9
- ③ 25' WIDE SEE NOTE 10
- ④ 20' WIDE SEE NOTE 14
- ⑤ 30' WIDE SEE NOTE 15
- ⑥ 30' WIDE SEE NOTE 16
- ⑦ 15' WIDE SEE NOTE 17
- ⑧ 10' WIDE SEE NOTE 17
- ⑨ 20' WIDE SEE NOTE 17
- ⑩ 10' WIDE SEE NOTE 14
- ⑪ 50' WIDE SEE NOTE 18



DRAWING NO: C04023_02A_FP SHEET NO. 6 OF 8



FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents, that Eaglefield LLC, an Idaho Limited Liability Company is the owner of the real property hereafter described:

A parcel of land being a portion of Lots 1, 2, 3, 6, 7 and 8 and the vacated rights-of-way of Newell's Acreage as filed in Book 6 of Plats at Page 248 and a portion of Lot 4 and the vacated rights-of-way of the Compton Andrews Tract as filed in Book 5 of Plats at Page 223, records of Ada County, Idaho, and a portion of the SE1/4 all located in Section 11, T.4N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the SE corner of said Section 11 from which the E1/4 corner of said Section 11 bears North 00°49'15" East, 2645.20 feet;
thence along the South boundary line of said Section 11 North 89°27'42" West, 1313.77 feet (formerly described as South 89°27'14" West) to the E1/16 corner of said Section 11;
thence along the West boundary line of the SE1/4 of the SE1/4 of said Section 11 North 00°40'44" East, 588.88 feet to the a point on the northerly right-of-way line of State Highway 44, said point also being the REAL POINT OF BEGINNING;

thence continuing along said West boundary line North 00°40'44" East, 734.65 feet to the SE1/16 corner of said Section 11;
thence along the South boundary line of said Newell's Acreage and the easterly extension thereof North 89°25'15" West, 1316.47 feet to the CS1/16 corner of said Section 11;
thence continuing along said South boundary line North 89°26'33" West, 35.02 feet
thence leaving said South boundary line North 00°36'41" East, 154.91 feet to a point on a curve to the right;
thence along said curve 45.24 feet, said curve having a radius of 3975.00 feet, a central angle of 00°39'08" and a long chord of 45.24 feet which bears South 85°13'35" East to the point of tangency;
thence South 84°54'01" East, 120.91 feet to the beginning of a curve to the left;
thence along said curve 218.38 feet, said curve having a radius of 125.00 feet, a central angle of 100°05'48" and a long chord of 191.65 feet which bears North 45°03'05" East to the point of tangency;
thence North 04°59'49" West, 52.21 feet to the beginning of a curve to the right;
thence along said curve 149.91 feet, said curve having a radius of 75.00 feet, a central angle of 114°31'27" and a long chord of 126.17 feet which bears North 52°15'54" East to the point of tangency;
thence South 70°28'22" East, 52.01 feet to the beginning of a curve to the left;
thence along said curve 292.70 feet, said curve having a radius of 375.00 feet, a central angle of 44°43'15" and a long chord of 285.32 feet which bears North 87°10'00" East to the point of tangency;
thence North 64°48'23" East, 186.21 feet;
thence North 88°21'00" East, 49.85 feet;
thence South 26°10'17" East, 30.11 feet to a point on a curve to the left;
thence along said curve 164.05 feet, said curve having a radius of 295.50 feet, a central angle of 31°48'32" and a long chord of 161.95 feet which bears South 42°04'33" East to the point of tangency;
thence South 57°58'49" East, 208.09 feet to the beginning of a curve to the right;
thence along said curve 303.18 feet, said curve having a radius of 304.50 feet, a central angle of 57°02'53" and a long chord of 290.81 feet which bears South 29°27'22" East to the point of reverse curve;
thence along said reverse curve 124.45 feet, said curve having a radius of 495.50 feet, a central angle of 14°23'24" and a long chord of 124.12 feet which bears South 08°07'38" East;
thence North 75°00'00" East, 591.52 feet to the beginning of a curve to the left;
thence along said curve 24.67 feet, said curve having a radius of 495.50 feet, a central angle of 02°51'08" and a long chord of 24.66 feet which bears North 73°34'26" East;
thence North 00°49'28" East, 32.32 feet to a point on a curve to the right;
thence along said curve 33.50 feet, said curve having a radius of 465.00 feet, a central angle of 04°07'39" and a long chord of 33.49 feet which bears South 72°56'10" West to the point of tangency;
thence South 75°00'00" West, 527.19 feet to the beginning of a curve to the right;
thence along said curve 51.11 feet, said curve having a radius of 30.00 feet, a central angle of 97°37'27" and a long chord of 45.15 feet which bears North 56°11'16" West to the point of compound curve;
thence along said compound curve 52.29 feet, said curve having a radius of 465.00 feet, a central angle of 06°26'37" and a long chord of 52.27 feet which bears North 04°09'14" West to the point of reverse curve;
thence along said reverse curve 333.55 feet, said curve having a radius of 335.00 feet, a central angle of 57°02'53" and a long chord of 319.94 feet which bears North 29°27'22" West to the point of tangency;
thence North 57°58'49" West, 208.09 feet to the beginning of a curve to the right;
thence along said curve 147.12 feet, said curve having a radius of 265.00 feet, a central angle of 31°48'32" and a long chord of 145.24 feet which bears North 42°04'33" West to the point of tangency;
thence North 26°10'17" West, 95.21 feet;
thence South 68°01'35" West, 76.70 feet;
thence South 64°48'23" West, 184.72 feet to the beginning of a curve to the right;
thence along said curve 253.67 feet, said curve having a radius of 325.00 feet, a central angle of 44°43'15" and a long chord of 247.28 feet which bears South 87°10'00" West to the point of tangency;
thence North 70°28'22" West, 52.01 feet to the beginning of a curve to the left;
thence along said curve 249.85 feet, said curve having a radius of 125.00 feet, a central angle of 114°31'27" and a long chord of 210.29 feet which bears South 52°15'54" West to the point of tangency;
thence South 04°59'49" East, 52.21 feet to the beginning of a curve to the right;
thence along said curve 131.03 feet, said curve having a radius of 75.00 feet, a central angle of 100°05'48" and a long chord of 114.99 feet which bears South 45°03'05" West to the point of tangency;
thence North 84°54'01" West, 120.91 feet to the beginning of a curve to the left;
thence along said curve 37.37 feet, said curve having a radius of 4025.00 feet, a central angle of 00°31'55" and a long chord of 37.37 feet which bears North 85°09'59" West;
thence North 04°20'41" East, 131.56 feet;
thence North 04°13'39" East, 78.55 feet;
thence North 35°44'59" East, 102.32 feet;
thence North 05°13'17" West, 129.88 feet;
thence North 47°08'34" West, 126.92 feet;
thence North 37°56'52" West, 57.63 feet;
thence South 78°19'01" East, 361.79 feet;
thence South 29°11'03" East, 119.60 feet;
thence South 80°14'44" East, 106.79 feet;
thence South 72°20'41" East, 69.93 feet;
thence South 86°52'27" East, 55.51 feet;
thence North 77°29'31" East, 55.48 feet;
thence North 65°21'31" East, 76.41 feet;
thence North 59°03'26" East, 92.55 feet;
thence North 32°50'26" East, 105.00 feet;
thence South 57°09'34" East, 126.70 feet;
thence North 32°50'26" East, 103.13 feet to a point on a curve to the left;
thence along said curve 219.55 feet, said curve having a radius of 175.00 feet, a central angle of 71°52'55" and a long chord of 205.43 feet which bears North 80°23'05" East;
thence South 89°24'33" East, 146.74 feet to a point on the West boundary line of the NE 1/4 of the SE 1/4 of said Section 11.
thence along said West boundary line South 00°40'44" West, 20.00 feet;
thence South 89°24'33" East, 659.33 feet to the NW corner of Irish Acres Subdivision as filed in Book 65 of Plats at Page 6694, records of Ada County, Idaho;
thence along the West boundary line of said Irish Acres Subdivision South 00°49'28" West, 1327.24 feet to a point on the Northerly right-of-way line of State Highway 44, said point also being on a curve to the left;
thence along said curve 677.73 feet, said curve having a radius of 22,978.31 feet, a central angle of 01°41'24" and a long chord of 677.70 feet which bears South 76°07'34" West to the REAL POINT OF BEGINNING, containing 39.38 acres, more or less.

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 easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots within this plat will be eligible to receive water service from the City of Eagle which has agreed in writing to serve all the lots in this subdivision.

In witness whereof, I have set my hand this 29 day of April, Year of 2008

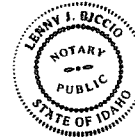
EAGLEFIELD, LLC
BY: EAGLE SPRINGS INVESTMENTS, LLC, IT'S MANAGING MEMBER

Peter Harris
BY: PETER HARRIS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF Ada) S.S.

On this 29 day of April, year of 2008 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Peter Harris, known or identified to me to be the manager of Eagle Springs Investments, LLC the managing member of Eaglefield, LLC, an Idaho Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

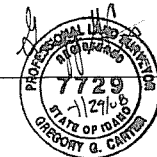


Lenny J. Riccio
NOTARY PUBLIC FOR IDAHO
Residing in Middleton, Idaho
My Commission expires on 9/28/13

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Registered Professional Land Surveyor, Licensed by the State of Idaho, and that this plat as described in the CERTIFICATE OF OWNERS was drawn from an actual survey made on the ground by me or under my direct supervision, and accurately represents the points platted thereon, and is in conformity with the state of Idaho relating to plats and surveys.

GREGORY G. CARTER, P.L.S.



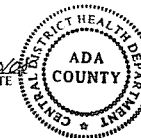
IDAHO NO. 7729

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

William H. L. Rahn
CENTRAL DISTRICT HEALTH DEPARTMENT

4/30/08
DATE



DRAWING NO: C04023_02A_FP SHEET NO. 7 OF 8



FINAL PLAT FOR EAGLEFIELD ESTATES SUBDIVISION NO. 1

CERTIFICATE OF ADA COUNTY SURVEYOR

I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to Plats and Surveys.



Larry L. Hastings 5-2-2008
ADA COUNTY SURVEYOR DATE
PLS 5359

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 18 day of July, year of 2007.



ADA COUNTY HIGHWAY DISTRICT
[Signature]
COMMISSIONER

APPROVAL OF EAGLE CITY ENGINEER

The foregoing plat was accepted and approved by the City Engineer of Eagle, Ada County, Idaho This 25 day of April year of 2008.

[Signature]
CITY ENGINEER

APPROVAL OF EAGLE CITY COUNCIL

The foregoing plat was accepted and approved on the 27th day of February year of 2007 by the City of Eagle, Ada County, Idaho



[Signature]
CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF THE ADA COUNTY TREASURER

I the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C. 50-1308 do hereby certify that any and all current and/or delinquent county property tax for the property included in this Subdivision have been paid in full. This certification is valid for the next thirty (30) days only.



[Signature] 5/6/08
ADA COUNTY TREASURER DATE

ADA COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO) S.S.

COUNTY OF ADA)

INSTRUMENT NO. 168057894

I hereby certify that this plat was filed at the request of Eaglefield LLC at 43 minutes past 3 o'clock P.M., on this 16th day of May, in the year of 2008 in my office and was duly recorded in Book 100 of Plats at Pages 1510 through 1517.

[Signature]
DEPUTY

Fee \$41.00

[Signature]
EX-OFFICIO RECORDER



DRAWING NO: C04023_02A_FP SHEET NO. 8 OF 8





**FIRST AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PRESERVE SUBDIVISION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION ("First Amendment") has been adopted as of the 1st day of August, 2012, by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association pursuant to Section 12.2 of the Declaration.

RECITALS:

A. Reference is made to that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 8, 2011 and recorded June 16, 2011 as Instrument No. 111049099 in the office of the Recorder of Ada County, Idaho (the "Declaration").

B. The Members desire to amend the Declaration as set forth herein.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing, the Members adopt the following amendment to the Declaration:

1. Capitalized terms used but not defined in this First Amendment shall have the meanings given them in the Declaration.

2. Amendments. The following sentence is added to the end of the last grammatical paragraph in Section 6.14 of the Declaration: "ACHD has reviewed and accepted that certain Maintenance and Operations Manual dated May 17, 2012."

3. Except as expressly amended herein, the Declaration shall remain unchanged and in full force and effect.



AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PRESERVE SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION is made effective as of _____.

ARTICLE 3: ASSESSMENTS

WHEREAS the Association has agreed on certain amendments to said Declaration; and

WHEREAS the Association hereby ratifies and confirms said Declaration, as subsequently
and herby amended:

NOW, THEREFORE, the Association herby amends said Declaration as follows:

Section 3.1 of Article III is deleted in its entirety and replaced as follows:

ARTICLE III Section 3.1 Initiation Assessment


Article III Section 3.1 is hereby amended to read as follows:

3.1 Initiation Assessment

Upon the initial conveyance of each lot, the purchaser thereof shall pay
an initiation assessment in the amount of \$500.00. Upon each transfer of
any Building Lot and recording of the deed, after the initial conveyance,
the Association shall assess a special transfer fee of \$500.00



President



Secretary

STATE OF IDAHO)

):ss

Ada County)

On this 30 day of April, 2015, before me, a notary public in and for the State of
Idaho I CARIE HOMBURG a notary public, do hereby certify that on this 30 day of

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITION, AND RESTRICTIONS FOR
THE PRESERVE SUBDIVISION - 1

April, ~~20XX~~ ²⁰¹⁵, personally appeared before me Thomas M Coleman Jr and Jessie Black who, being my first duly sworn, declared that he/she is a member of the Board of Directors for The Preserve Subdivision, that he/she signed the foregoing document as President and/or Secretary of the corporation, and that the statements therein contained are true.

Carrie Homburg
Notary Public for Idaho

Residing at: _____, Idaho

Commission Expires: _____



Residing at: Melba, ID
Commission Expires: 3/10/2021

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

The PRESERVE SUBDIVISION

THIS AMENDMENT TO THE “DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR The PRESERVE SUBDIVISION, (recorded at the Ada County Recorder’s office, Ada County, State of Idaho, on June 16, 2011, as Instrument No. 111049099 .

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **The PRESERVE SUBDIVISION** is made effective as of APRIL 1, 2015.

ARTICLE 3: ASSESSMENTS

WHEREAS the Association has agreed on certain amendments to said Declaration; and

WHEREAS the Association hereby ratifies and confirms said Declaration, as subsequently and herby amended:

NOW, THEREFORE, the Association herby amends said Declaration as follows:

Section 3.1 of Article III is deleted in its entirety and replaced as follows:

ARTICLE III Section 3.1 Initiation Assessment

Article III Section 3.1 is hereby amended to read as follows:

3.1 Initiation Assessment

Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$500.00. Upon each transfer of any Building Lot and recording of the deed, after the initial conveyance, the Association shall assess a special transfer fee of \$500.00

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 BONNIE
THE PRESERVE SUB

2015-047882
06/02/2015 02:16 PM
AMOUNT:\$13.00



00105072201500478820020026

Thomas Coleman, Jr.
President Name (please print)

[Signature]
Signature

Jessica Black
Secretary Name (please print)

[Signature]
Signature

STATE OF IDAHO)

):ss

Ada of Canyon)

On this 20 day of May, 2015, before me, a notary public in and for the State of Idaho I Carrie Homburg, a notary public, do hereby certify that on this 20 day of May, 2015, personally appeared before me Thomas Coleman Jr. and Jessica Black who, being my first duly sworn, declared that he/she is a member of the Board of Directors for _____ Subdivision, that he/she signed the foregoing document as President of the corporation, and that the statements therein contained are true.



[Signature]
Notary Public for Idaho
Residing at: _____, Idaho
Commission Expires: _____

Residing at: **Melba, ID**
Commission Expires: **3/10/2021**

ACCOMMODATION

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION ("Fourth Amendment") has been adopted as of the ^{25th} day of October, 2017, by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association pursuant to Section 12.2.1 of the Declaration (defined below).

RECITALS:

A. Reference is made to the following documents (collectively, the "Declaration"):

1. That certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 8, 2011 and recorded June 16, 2011 as Instrument No. 111049099 in the office of the Recorder of Ada County, Idaho; as amended by

2. That certain FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated August 1, 2012, and recorded September 6, 2012 as Instrument No. 112091411 in the office of the Recorder of Ada County, Idaho; that certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION recorded May 11, 2015 as Instrument No. 2015-039839 in the office of

the Recorder of Ada County, Idaho; and that certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated effective April 1, 2017 and recorded June 2, 2015 as Instrument No. 2015-047882 in the office of the Recorder of Ada County, Idaho; as supplemented by

3. That certain that certain FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 18, 2013 and recorded June 19, 2013 as Instrument No. 113068209 in the office of the Recorder of Ada County, Idaho; that certain SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 21, 2013 and recorded July 11, 2013 as Instrument No. 113077279 in the office of the Recorder of Ada County, Idaho; that certain THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated October 7, 2013 and recorded October 15, 2013 as Instrument No. 113115549 in the office of the Recorder of Ada County, Idaho; that certain FOURTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated March 13, 2014 and recorded March 25, 2014 as Instrument No. 114021466 in the office of the Recorder of Ada County, Idaho; that certain FIFTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated October 13, 2015 and recorded October 16, 2015 as Instrument No. 2015-095898 in the office of the Recorder of Ada County, Idaho; that certain SIXTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated January 22, 2016 and recorded February 9, 2016 as Instrument No. 2016-010960 in the office of the Recorder of Ada County, Idaho; and that certain SEVENTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated April 25, 2017 and recorded April 28,

2017 as Instrument No. 2017-037254 in the office of the Recorder of Ada County, Idaho; and as impacted by

4. That certain Assignment of Grantor Rights dated November 4, 2016 and recorded November 4, 2016 as Instrument No. 2016-107407 in the office of the Recorder of Ada County, Idaho.

B. The Members desire to amend the Declaration as set forth herein.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration received, the Members adopt the following amendment to the Declaration:

1. Capitalized terms used but not defined in this Fourth Amendment shall have the meanings given them in the Declaration.

2. The following sentence is added to the end of Section 3.9 of the Declaration: "The Association may apply any payments received by the Association from an Owner to the oldest balances due to the Association from such Owner, despite the fact that the Owner may have designated that the payment is with respect to a newer balance due to the Association from such Owner."

3. The following sentence is added to the end of Section 4.1 of the Declaration: "Such enforcement power and authority includes, without limitation, the power and authority to impose fines and forfeitures in accordance with Association Rules."

4. Section 6.23 of the Declaration is deleted in its entirety and replaced with the following:

6.23 Leasing. No Owner of a Lot may lease to a non-Owner less than all of such Lot or less than all of any structure located on such Lot. For purposes of this Section, the term "lease" refers to any agreement or arrangement involving the renting, leasing, subleasing, letting, subletting, demising or assigning to any non-Owner any right to occupy or possess any Lot or portion of a Lot or any structure located on a Lot or portion of such structure. By purchasing a Lot in the Property, the Owner of such Lot agrees that the provisions of this Section do not constitute an unreasonable restraint upon the alienation of such Lot or any structure on such Lot. An Owner who leases a Lot or a structure on a Lot or any

portion thereof shall be fully responsible for the conduct and activities of any non-Owner who is permitted to occupy or possess all or any portion of the Lot or structure as if such Owner and such non-Owner were the same Person. Any Owner or other Person who occupies or possesses a Lot or structure on a Lot or portion thereof shall comply with the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, to the extent the same may be applicable to such Owner or other Person. Nothing in this Section shall be construed to require any conduct that would violate the Fair Housing Act.

5. Section 11.7 is deleted in its entirety and replaced with the following:

11.7 "Association Rules" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules or any other Project Documents, and procedural matters for use in the conduct of business of the Association.


6. Except as expressly amended herein, the Declaration remains unchanged and in full force and effect.

7. Notwithstanding the foregoing, nothing in this Fourth Amendment is intended to prohibit or unreasonably interfere with allowed uses of an Owner's property, which uses existed prior to the date of this Fourth Amendment.

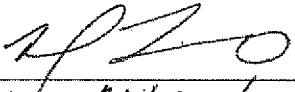
{signature page follows}

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify and attest that this Fourth Amendment was duly adopted and approved as of the 25th day of October, 2017 by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association pursuant to Section 12.2.1 of the Declaration.

THE PRESERVE HOMEOWNERS
ASSOCIATION, INC., an Idaho nonprofit
corporation

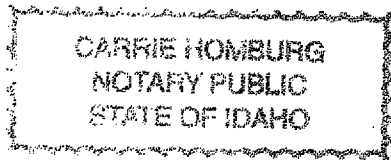
By: 
Print: Thomas M Coleman, Jr.
Its: President

Attest:


Print: Mike Luciano
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on Oct. 25, 2017 by
Thomas M Coleman, Jr. as President of THE PRESERVE HOMEOWNERS ASSOCIATION,
INC.



Residing at: Melba, ID
Commission Expires: 3/10/2021

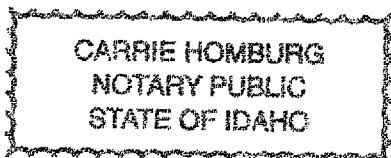
Carrie Homburg
Notary Public for Idaho

(Stamp)

My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on Oct 26, 2017 by
Mike Luciano as Secretary of THE PRESERVE HOMEOWNERS ASSOCIATION,
INC.



Carrie Homburg
Notary Public for Idaho

(Stamp)

Residing at: Melba, ID
Commission Expires: 3/10/2021

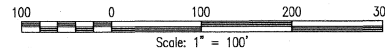
My commission expires: _____

PLAT SHOWING

THE PRESERVE SUBDIVISION NO. 3

A RESUBDIVISION OF PORTIONS OF LOTS 3, 4, 5 & 6, AND VACATED RIGHT-OF-WAY, NEWELL'S ACREAGE, LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 11, T. 4N., R.1W., B.M., EAGLE, ADA COUNTY, IDAHO

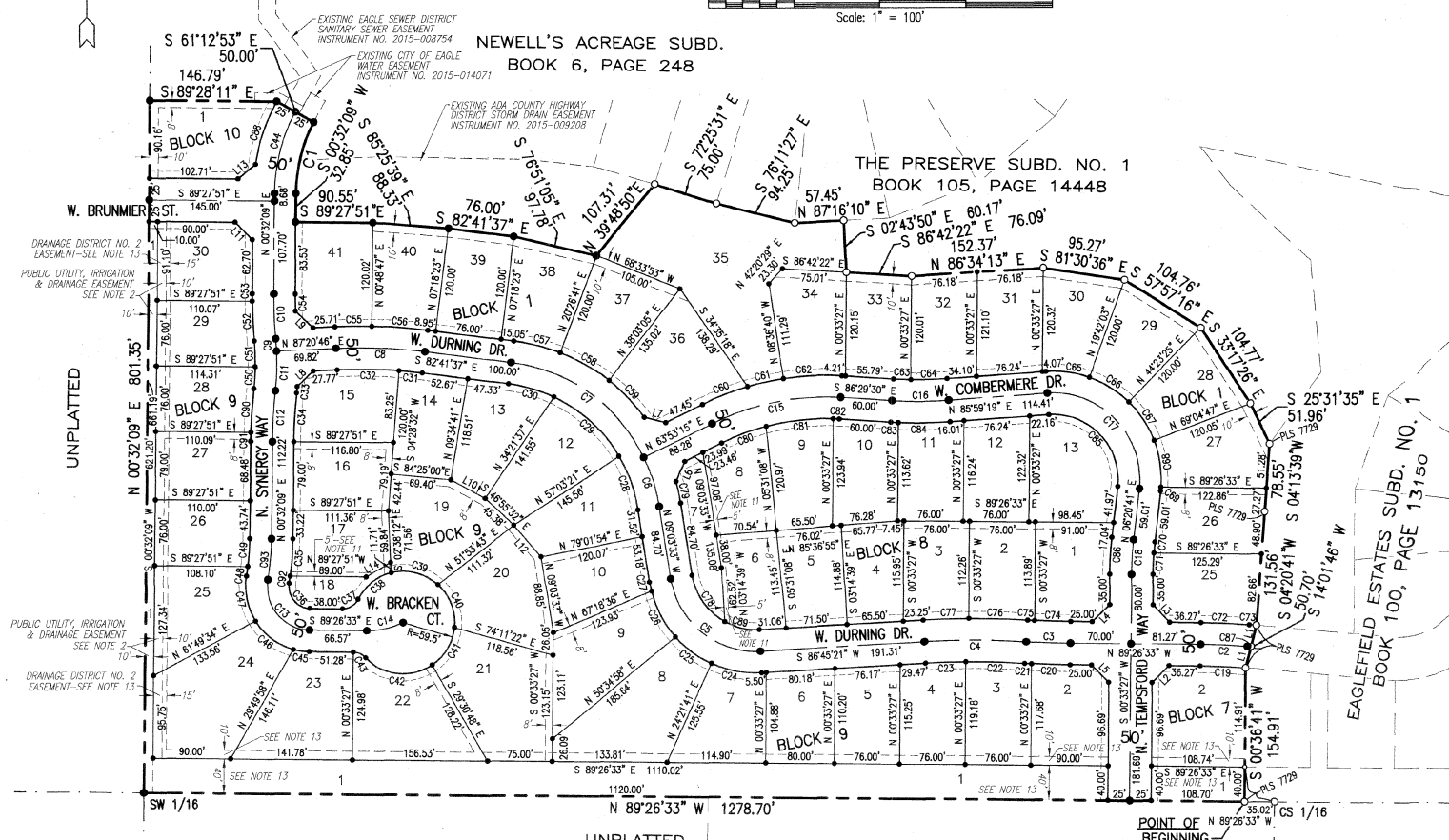
2015



- LEGEND**
- SUBDIVISION BOUNDARY
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - LOT LINE
 - EXISTING LOT/PARCEL LINE
 - EASEMENT LINE
 - EXISTING PERMANENT ADA COUNTY HIGHWAY DISTRICT SIDEWALK EASEMENT - INSTR. NO. 2015-009207
 - FOUND BRASS OR ALUMINUM CAP AS NOTED
 - SET 5/8"x24" REBAR w/PLASTIC CAP
 - SET 1/2"x24" REBAR w/PLASTIC CAP
 - FOUND 5/8" REBAR, PLS 11118 OR AS SHOWN
 - FOUND 1/2" REBAR, PLS 11118 OR AS SHOWN
 - 18 LOT NUMBER

NOTES

- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND LOT DRAINAGE OVER THE FIFTEEN (15) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES. THE PRESERVE HOMEOWNERS ASSOCIATION, INC. PRESSURE IRRIGATION AND LOT DRAINAGE OVER THE SIX (6) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE SIX (6) FEET ADJACENT TO ANY NEAR LOT LINE.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY MIDDLETON IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(B), THE PRESERVE SUBDIVISION NO. 3 WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE HOMEOWNERS ASSOCIATION WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION. SEE AGREEMENT RECORDED AS INSTRUMENT NO. 10804863, ADA COUNTY RECORDS.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE SETBACKS AS SET FORTH IN THE CONDITIONS OF DEVELOPMENT FOUND WITHIN THE DEVELOPMENT AGREEMENT AND SUBSEQUENT MODIFICATIONS FOR RZ-01-11 AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY OR THE HOMEOWNERS ASSOCIATION.
- ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057136, RECORDS OF ADA COUNTY, IDAHO AND ANY SUBSEQUENT MODIFICATION(S).
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM ACT, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- LOT 35, BLOCK 1; LOT 1, BLOCK 7; LOT 7, BLOCK 8 AND LOTS 1 & 18, BLOCK 9 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE PRESERVE HOMEOWNERS ASSOCIATION, INC., OR ITS ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE-FAMILY DWELLINGS.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2015-017328, RECORDS OF ADA COUNTY, IDAHO.
- LOT 35, BLOCK 1; LOT 7, BLOCK 8; LOT 7, BLOCK 9; AND PORTIONS OF LOTS 6 & 8, BLOCK 8 AND LOT 17, BLOCK 9 AS SHOWN HEREON ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009, AS INSTRUMENT NO. 109053259, OFFICIAL RECORDS OF ADA COUNTY, AND STORM WATER DRAINAGE EASEMENT RECORDED ON MAY 8, 2009, AS INSTRUMENT NO. 108035205, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREBY BY THIS REFERENCE AS IF SET FORTH IN FULL. THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- THIS SUBDIVISION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RECORDED COAR'S FOR THE PRESERVE SUBDIVISION AND THE PRESERVE HOMEOWNERS ASSOCIATION, INC., RECORDED AS INSTRUMENT NOS. 10805869, 108103765, 11040689, 112091411, 113082629, 113372778, 113151549 AND 114021466, RECORDS OF ADA COUNTY, IDAHO.
- LOT 1, BLOCK 7; LOT 1, BLOCK 9 AND PORTIONS OF LOT 2, BLOCK 7 AND LOTS 2-8 AND 21-30, BLOCK 9 AS SHOWN HEREON ARE SUBJECT TO AN EXISTING DRAINAGE EASEMENT RESERVED FOR DRAINAGE DISTRICT NO. 2, AS MORE FULLY DESCRIBED IN INSTRUMENT NOS. 107023407 & 2015-011089, RECORDS OF ADA COUNTY, IDAHO. THIS SHALL NOT PRECLUDE THE CONSTRUCTION OF DRAINAGE AND PRESSURE IRRIGATION LINES AND DISTRIBUTION FACILITIES WITHIN THE BOUNDS OF SAID EASEMENT.



CURVE TABLE																							
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	86.28	175.00	28°14'59"	S 14°36'38" E	85.41	C25	52.45	125.00	24°02'33"	S 53°37'03" E	52.07	C49	32.33	275.00	6°44'10"	N 03°54'14" E	32.31	C73	48.44	4025.00	07°07'12"	N 85°29'33" W	6.44
C2	54.31	800.00	3°53'24"	N 87°29'51" W	54.30	C26	60.51	125.00	27°44'03"	S 27°43'45" E	59.92	C50	25.46	275.00	5°18'20"	N 03°29'36" E	25.46	C74	82.13	975.00	22°38'32"	S 88°12'17" E	42.12
C3	51.50	1000.00	2°57'03"	S 87°56'01" E	51.49	C27	10.48	125.00	44°81'10"	S 11°27'38" E	10.48	C51	30.03	275.00	6°15'20"	N 02°17'14" W	30.01	C75	80.88	975.00	07°28'30"	S 86°43'45" E	8.08
C4	117.85	1000.00	6°45'08"	N 89°52'04" W	117.78	C28	66.19	175.00	21°40'13"	N 19°53'39" E	65.79	C52	46.12	525.00	5°02'01"	S 02°53'54" E	46.11	C76	67.95	1025.00	34°75'33"	N 88°23'27" W	67.94
C5	146.93	1000.00	8°11'06"	S 51°09'08" E	134.07	C29	103.50	175.00	33°53'13"	N 47°40'22" W	102.00	C53	8.40	525.00	0°55'02"	S 00°04'38" W	8.40	C77	56.85	1025.00	25°17'51"	S 88°13'59" W	56.84
C6	59.53	200.00	17°03'12"	N 17°35'09" W	59.31	C30	55.21	175.00	18°04'38"	N 73°38'18" E	54.99	C54	19.70	475.00	2°22'34"	S 00°39'08" E	19.70	C78	62.76	175.00	51°50'41"	S 34°58'54" E	52.57
C7	197.51	200.00	56°34'52"	N 54°24'11" W	189.58	C31	27.34	575.00	24°32'27"	N 84°03'21" E	27.34	C55	45.82	625.00	3°35'31"	S 89°18'32" W	45.81	C79	25.41	225.00	6°28'11"	N 12°17'38" W	25.39
C8	104.30	800.00	9°57'37"	N 87°40'28" W	104.17	C32	72.62	575.00	7°14'10"	N 89°02'09" E	72.57	C56	68.83	625.00	6°02'05"	S 85°42'40" W	68.80	C80	55.01	275.00	11°40'17"	S 69°43'18" W	54.99
C9	14.46	300.00	2°45'41"	S 04°02'04" W	14.46	C33	7.40	325.00	1°18'19"	N 89°29'38" E	7.40	C57	48.51	1025.00	7°37'37"	S 74°40'16" W	48.51	C81	78.86	275.00	16°26'06"	S 83°45'27" W	78.61
C10	51.93	500.00	9°57'03"	S 02°26'23" E	51.91	C34	56.30	575.00	5°36'37"	S 03°20'27" W	56.28	C58	62.23	225.00	16°36'37"	S 60°15'13" E	62.00	C82	7.28	275.00	13°05'39"	N 87°15'00" W	7.28
C11	46.08	300.00	8°48'00"	S 01°44'48" E	46.03	C35	43.41	325.00	7°39'08"	N 04°21'43" E	43.38	C59	58.89	225.00	15°15'08"	S 44°19'12" W	59.72	C83	8.81	250.00	05°57'43"	S 86°58'22" E	8.81
C12	56.75	600.00	9°36'37"	S 38°53'49" E	56.73	C36	43.24	25.00	99°05'28"	S 39°53'49" E	38.05	C60	56.42	325.00	9°56'45"	S 68°51'37" E	56.35	C84	60.09	525.00	6°33'27"	N 89°16'03" W	60.05
C13	86.47	50.00	99°05'28"	S 38°53'49" E	76.09	C37	22.16	20.00	63°29'25"	N 58°48'45" E	21.05	C61	42.86	325.00	7°33'20"	S 77°36'40" W	42.83	C85	131.73	525.00	10°02'12"	N 43°50'00" W	115.21
C14	43.98	100.00	25°11'50"	N 77°57'32" E	43.82	C38	51.38	59.50	49°28'23"	S 51°48'14" W	49.80	C62	68.75	325.00	12°07'10"	S 87°26'55" W	68.62	C86	42.93	425.00	54°17'14"	S 03°27'04" W	42.91
C15	155.09	300.00	29°37'15"	S 76°41'52" W	153.37	C39	58.30	59.50	56°08'42"	N 75°23'14" W	56.00	C63	20.29	475.00	2°26'52"	S 87°42'56" E	20.29	C87	42.92	4000.00	07°03'38"	N 85°31'20" W	4.22
C16	65.62	500.00	7°31'11"	N 89°44'54" E	65.57	C40	54.88	59.50	52°50'40"	N 20°53'33" E	52.95	C64	45.03	475.00	5°04'19"	S 88°31'28" E	42.03	C88	74.46	225.00	19°43'26"	S 18°55'24" W	77.07
C17	175.15	100.00	10°21'22"	N 43°50'07" W	153.61	C41	51.60	59.50	49°41'25"	N 30°22'30" E	50.00	C65	51.73	125.00	23°42'44"	S 88°09'19" W	51.36	C89	42.73	175.00	32°20'25"	S 70°42'26" E	41.77
C18	40.40	400.00	5°47'14"	S 03°27'04" W	40.38	C42	85.20	59.50	82°02'40"	S 83°45'27" E	78.11	C66	53.86	125.00	24°41'22"	N 57°57'16" W	53.45	C90	58.00	625.00	4°38'44"	S 03°49'23" W	50.66
C19	52.62	775.00	3°53'24"	N 87°29'51" W	52.61	C43	16.30	20.00	46°42'26"	N 66°05'20" W	15.86	C67	63.88	125.00	24°41'22"	N 53°15'54" W	53.49	C91	10.52	625.00	07°53'33"	S 01°01'05" W	10.52
C20	45.01	1025.00	2°30'58"	S 88°11'04" E	45.01	C44	98.61	200.00	28°14'59"	S 14°39'38" E	97.61	C68	54.99	125.00	12°12'14"	S 08°19'06" E	54.54	C92	8.28	325.00	12°27'38"	N 08°55'07" W	8.28
C21	7.77	1025.00	0°26'04"	S 86°42'32" E	7.77	C45	19.27	75.00	14°43'16"	S 82°04'55" E	19.22	C69	45.00	125.00	20°33'39"	S 05°18'51" E	4.50	C93	47.72	300.00	9°06'47"	N 05°05'32" E	47.67
C22	68.26	975.00	4°00'40"	S 86°29'50" W	68.25	C46	56.31	75.00	43°01'13"	S 53°12'40" E	55.00	C70	12.86	375.00	1°57'52"	S 05°21'45" E	12.86						
C23	46.65	975.00	2°44'28"	S 88°07'35" E	46.64	C47	54.13	75.00	41°20'59"	S 11°01'34" E	52.96	C71	25.02	375.00	3°48'21"	S 02°28'08" W	25.01						
C24	60.23	125.00	27°36'19"	S 79°26'19" E	59.64	C48	14.11	275.00	2°22'37"	N 08°27'57" E	11.41	C72	56.01	825.00	3°53'24"	N 87°29'51" W	56.00						

FOUND ALUMINUM CAP
CP# NO. 10863032

11 1/4 N 89°27'42" W 2627.54'

14

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
7/23/15
CLAYTON W. HANSEN
STATE OF IOWA

FOUND CP# NO. 132446
N 00°33'43" E 1324.46'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 14°01'45" W	25.35'
L2	N 45°32'27" E	28.28'
L3	S 44°26'33" E	28.28'
L4	S 45°33'27" E	28.28'
L5	S 44°26'33" E	28.28'
L6	N 24°10'45" E	25.56'
L7	N 46°05'37" E	26.38'
L8	N 47°14'50" W	28.48'
L10	S 61°28'58" E	45.00'
L11	S 44°27'51" E	28.28'
L12	S 40°48'19" E	48.43'
L13	S 49°47'55" W	26.10'
L14	N 60°09'01" E	33.11'

THE PRESERVE LLC
DEVELOPER
MERIDIAN, ID

ENGINEERING SOLUTIONS
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
231 E. 8th St. • Meridian, ID 83442
(208) 288-2040 • (208) 288-2557 fax

JOB NO. 140314
SHEET 1 OF 3
140314-PLT.DWG 07/01/15 BKG

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
7/23/15
CLINTON W. HANSEN
STATE OF IDAHO

THE PRESERVE SUBDIVISION NO. 3

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE PRESERVE LLC, AN IDAHO LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNER ALSO HEREBY CERTIFIES THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334(2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF EAGLE HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND LOCATED IN THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 11, T. 4 N., R. 1 W., B.M., EAGLE, ADA COUNTY, IDAHO, BEING PORTIONS OF LOTS 3, 4, 5 & 6, AND VACATED RIGHT-OF-WAY, OF NEWELL'S ACREAGE, AS FILED IN BOOK 6 OF PLATS AT PAGE 248, RECORDS OF ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 11, FROM WHICH THE E $\frac{1}{4}$ CORNER OF SAID SECTION BEARS NORTH 00°49'15" EAST, 2645.20 FEET; THENCE ALONG THE SOUTH BOUNDARY OF THE SE $\frac{1}{4}$ OF SAID SECTION 11 NORTH 89°22'42" WEST, 2627.54 FEET TO AN ALUMINUM CAP MONUMENT MARKING THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 11; THENCE ALONG THE EAST BOUNDARY OF THE SE $\frac{1}{4}$ OF SAID SECTION 11 NORTH 00°33'43" EAST, 1324.46 FEET TO A 5/8" IRON PIN MARKING THE SE CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 11, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF EAGLEFIELD ESTATES SUBDIVISION NO. 1, AS FILED IN BOOK 100 OF PLATS AT PAGE 13150, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND OF SAID EAGLEFIELD ESTATES SUBDIVISION NO. 1 NORTH 89°26'33" WEST, 35.02 FEET TO THE SOUTHWESTERLY CORNER OF SAID EAGLEFIELD ESTATES SUBDIVISION NO. 1, THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ NORTH 89°26'33" WEST, 1278.70 FEET TO THE SW CORNER OF SAID NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$;

THENCE ALONG THE WEST BOUNDARY OF SAID NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ NORTH 00°32'09" EAST, 801.35 FEET;

THENCE LEAVING SAID BOUNDARY SOUTH 89°28'11" EAST, 146.79 FEET;

THENCE SOUTH 61°12'53" EAST, 50.00 FEET TO A POINT ON A CURVE;

THENCE 86.28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 28°14'59", AND A LONG CHORD BEARING SOUTH 14°39'38" WEST, 85.41 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°32'09" WEST, 32.85 FEET;

THENCE SOUTH 89°27'51" EAST, 90.55 FEET;

THENCE SOUTH 85°25'39" EAST, 88.33 FEET;

THENCE SOUTH 82°41'37" EAST, 76.00 FEET;

THENCE SOUTH 76°51'05" EAST, 97.78 FEET;

THENCE NORTH 39°48'50" EAST, 107.31 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE PRESERVE SUBDIVISION NO. 1, AS FILED FOR RECORD IN BOOK 105 OF PLATS AT PAGE 14448, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID SOUTHERLY BOUNDARY:

THENCE SOUTH 72°25'31" EAST, 75.00 FEET;

THENCE SOUTH 76°11'27" EAST, 94.25 FEET;

THENCE NORTH 87°16'10" EAST, 57.45 FEET;

THENCE SOUTH 02°43'50" EAST, 60.17 FEET;

THENCE SOUTH 86°42'22" EAST, 76.09 FEET;

THENCE NORTH 86°34'13" EAST, 152.37 FEET;

THENCE SOUTH 81°30'36" EAST, 95.27 FEET;

THENCE SOUTH 57°57'16" EAST, 104.76 FEET;

THENCE SOUTH 33°17'26" EAST, 104.77 FEET;

THENCE SOUTH 25°31'35" EAST, 51.96 FEET TO A 5/8" IRON PIN MARKING AN ANGLE

POINT ON THE WESTERLY BOUNDARY OF SAID EAGLEFIELD ESTATES SUBDIVISION NO. 1;

THENCE LEAVING THE BOUNDARY OF THE PRESERVE SUBDIVISION NO. 1, AND ALONG SAID WESTERLY BOUNDARY:

THENCE SOUTH 04°13'39" WEST, 78.55 FEET;

THENCE SOUTH 04°20'41" WEST, 131.56 FEET;


THENCE SOUTH 14°01'46" WEST, 50.70 FEET;

THENCE SOUTH 00°36'41" WEST, 154.91 FEET TO THE POINT OF BEGINNING,

CONTAINING 19.36 ACRES, MORE OR LESS.

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

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 1st DAY OF April, 2015.

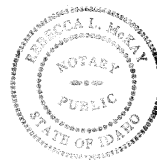

THOMAS M. COLEMAN, JR.
MANAGER, THE PRESERVE LLC
MANAGER, COLEMAN HOMES LLC
PRESIDENT, COLEMAN COMMUNITIES, INC.

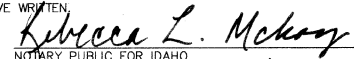
ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 1st DAY OF April, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS M. COLEMAN, JR., KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF COLEMAN COMMUNITIES, INC., A DELAWARE CORPORATION; THE MANAGER OF COLEMAN HOMES LLC, AN IDAHO LIMITED LIABILITY COMPANY; THE MANAGER OF THE PRESERVE LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

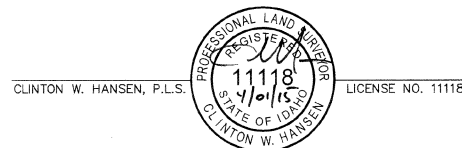
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.




NOTARY PUBLIC FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 8/14/18

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CLINTON W. HANSEN, P.L.S.

LICENSE NO. 11118

THE PRESERVE LLC
DEVELOPER
MERIDIAN, ID

ENGINEERING SOLUTIONS LLP
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
231 E. 9th St., Ste. A, Meridian ID 83442
(208) 286-2540 • (208) 288-2557 fax

JOB NO. 140314
SHEET 2 OF 3
140314-PLT.DWG 11/14/14

THE PRESERVE SUBDIVISION NO. 3

CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FINAL PLAT AND THAT THE EAGLE CITY REQUIREMENTS REGARDING FINAL PLATS HAVE BEEN MET.

Michael W. Davi 8-12-15
EAGLE CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13th DAY OF January, 2015, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Sherrin Horton
EAGLE CITY CLERK

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 18th DAY OF MARCH, 2015.

Jim Hansen
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT



3/18/15
DATE

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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



Don Badi RCHS 2-11-15
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY SURVEYOR

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

Jerry L. Hastings
COUNTY SURVEYOR
PLS 5359



8-19-2015
DATE

CERTIFICATE OF COUNTY TREASURER

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

Vicky McIntyre
COUNTY TREASURER

by Deputy Treasurer Quinn Kelly

08/19/2015
DATE



CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2015-076493 FEE: \$16.00

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF
Engineering Solutions AT 11 MINUTES PAST 9 O'CLOCK A.M.,
THIS 10th DAY OF August, 2015, IN MY OFFICE AND WAS DULY
RECORDED IN BOOK 108 OF PLATS AT PAGES 15317-15319

T. Olson
DEPUTY

Christopher D. Rich
EX-OFFICIO RECORDER



JOB NO. 140314
SHEET 3 OF 3
140314-BAK.DWG 04/16/14

THE PRESERVE LLC
DEVELOPER
MERIDIAN, ID

ENGINEERING SOLUTIONS LLP
MERIDIAN, IDAHO

LandSolutions
Land Surveying and Consulting
231 E. 2nd St. Ste. A, Meridian, ID 83442
(208) 288-2040 • (208) 288-2557 fax

RECORDED AT THE REQUEST OF:
THE PRESERVE LLC
AFTER RECORDING, RETURN TO:
Jessica J. Black
COLEMAN HOMES LLC
3103 W. Sheryl Dr., Suite 100
Meridian, Idaho 83642

**FIFTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION**

THIS FIFTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION ("Fifth Supplemental Declaration") is made as of October 13, 2015, by THE PRESERVE LLC, an Idaho limited liability company ("Company"), and THE PRESERVE HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit corporation ("Association").

1. PRELIMINARY

1.1 Definitions: Capitalized terms used but not defined in this Fifth Supplemental Declaration have the meanings ascribed to them in the Declaration (defined below). The following capitalized terms used in this Fifth Supplemental Declaration have the following meanings:

(a) "Annexed Common Lots" means a portion of the Annexed Land consisting of Lot 35, Block 1; Lot 1, Block 7; Lot 7, Block 8; and Lots 1 & 18, Block 9 as platted on the Plat of Preserve No. 3.

(b) "Annexed Land" means all lots in all blocks platted on the Plat of Preserve No. 3.

(c) "Declaration" means that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE

PRESERVE SUBDIVISION dated June 8, 2011 and recorded June 16, 2011 as Instrument No. 111049099 in the office of the Recorder of Ada County, Idaho, as amended by that certain FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated August 1, 2012, and recorded September 6, 2012 as Instrument No. 112091411 in the office of the Recorder of Ada County, Idaho, as supplemented by that certain FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 18, 2013 and recorded June 19, 2013 as Instrument No. 113068209 in the office of the Recorder of Ada County, Idaho, as supplemented by that certain SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 21, 2013 and recorded July 11, 2013 as Instrument No. 113077279 in the office of the Recorder of Ada County, Idaho, as supplemented by that certain THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated October 7, 2013 and recorded October 15, 2013 as Instrument No. 113115549 in the office of the Recorder of Ada County, Idaho, as supplemented by that certain FOURTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated March 13, 2014 and recorded March 25, 2014 as Instrument No. 114021466 in the office of the Recorder of Ada County, Idaho and as the same may be further amended and supplemented from time to time.

(d) “Plat of Preserve No. 3” means that certain plat of The Preserve Subdivision No. 3 as recorded August 20, 2015 in Book 108 of Plats, Pages 15317 and 15319, as Inst. No. 2015-076993 in the office of the Recorder of Ada County, Idaho.

1.2 Parties: Company is the Grantor as defined in the Declaration and the owner of the fee simple interest in the Annexed Land except for the Annexed Common Lots. Association is the owner of the fee simple interest in the Annexed Common Lots.

1.3 Purpose: The purpose of this Fifth Supplemental Declaration is to annex to the Property all of the Annexed Land, to designate additional Common Areas, and to otherwise subject the Annexed Land to the Declaration as set forth below.

2. SPECIFIC PROVISIONS

2.1 Annexation: Pursuant to Section 10.11 of the Declaration, the Annexed Land is hereby declared to be an additional part of the "Property" as defined in the Declaration. The Annexed Land is hereby subjected to the Declaration, except as the Declaration may be modified by this Fifth Supplemental Declaration with respect to the Annexed Land. Company assumes no obligation to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts. Company reserves the right to decline to further exercise the rights granted in Section 10.11 of the Declaration or to further exercise those rights only to a limited extent.

2.2 Additional Common Area: The Annexed Common Lots are hereby declared to be additional "Common Area" as defined in the Declaration.

2.3 Drainage: Lot 35, Block 1; Lot 7, Block 8; and Lot 18, Block 9 and portions of Lots 6 & 8, Block 8 and Lot 17, Block 9, all as platted on the Plat of Preserve No. 3, are hereby made servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009 as Instrument No. 109053259 in the office of the Recorder of Ada County, Idaho, which instrument is incorporated herein by this reference as if set forth in full. This easement and the storm water drainage system located in this easement are dedicated to ACHD pursuant to Idaho Code Section 40-2302. This easement is for the operation and maintenance of the storm water drainage system. The area that is the subject of this easement must remain free of all encroachments and obstructions (including fences and trees) that may adversely affect the operation and maintenance of the storm drainage facilities. As more fully set forth in the Declaration, including Section 6.14 thereof, the Association must operate and maintain portions of the storm water drainage system.

2.4 Irrigation System: Upon annexation of the Annexed Land, the Irrigation System on the Annexed Land will become an Improvement and a part of the Common Area. As

such, the Association must operate and maintain the Irrigation System on the Annexed Land pursuant to Section 1.5.2.1 of the Declaration and the Association must establish and fund a reserve account to repair and replace the Irrigation System in the Annexed Land pursuant to Section 1.5.2.3 of the Declaration. In operating and maintaining the Irrigation System, the Association must comply with all applicable laws including any applicable requirement to operate and maintain the Irrigation System in accordance with an operations and maintenance manual approved by the City of Eagle. Pursuant to Section 3.1 of the Declaration, each Owner of a Lot within the Annexed Land must pay Assessments to the Association including Irrigation System Assessments. As more fully set forth in the Declaration, Irrigation System Assessments are for payment of the expenses of operating, maintaining, repairing and replacing the Irrigation System including any charges or assessments imposed on the Association by the irrigation district supplying the water.

2.5 Design of Improvements: The following additional requirements apply to the design of Improvements in the Annexed Land. A residential structure must not be constructed on a Lot adjacent to, or directly across a street from, a Lot improved with a residential structure having identical exterior elevations. If three Lots improved with residential structures having identical exterior elevations are separated from each other by single Lots improved with residential structures having exterior elevations different from the first three, a fourth Lot improved with a residential structure having exterior elevations identical to the first three must not be constructed unless separated from the first three by at least three Lots improved with residential structures having different exterior elevations.

3. GENERAL PROVISIONS

3.1 Covenants Run With the Land: The provisions of this Fifth Supplemental Declaration will be a burden on the Property (including, without limitation, the Annexed Land) and each part thereof, will be appurtenant to and for the benefit of the Property (including, without limitation, the Annexed Land) and each part thereof, and will run with the land.

3.2 Successors and Assigns: The provisions of this Fifth Supplemental Declaration will inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring the Property (including,

without limitation, the Annexed Land), or any portion thereof, or any interest therein, whether by operation of law or otherwise.

3.3 Modification and Termination: No modification or termination of this Fifth Supplemental Declaration, in whole or in part, will be effective unless it is pursuant to the procedures for modifying or terminating the Declaration as set forth therein.

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

3.5 No Third Party Beneficiary Rights: This Fifth Supplemental Declaration is not intended to create, nor will it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto, except as expressly set forth herein.

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

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

3.8 Recordation: This Fifth Supplemental Declaration will be recorded in the office of the recorder of the county in which the Property is located.

{signature pages follow}

EXECUTED as of the day and year first above-written.

COMPANY:

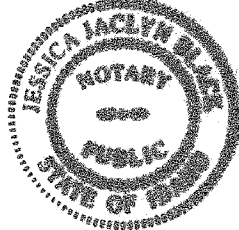
THE PRESERVE LLC,
an Idaho limited liability company

By: COLEMAN HOMES LLC,
an Idaho limited liability company
Its: Manager

By: TUC
Thomas M. Coleman, Jr., President

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of October, 2015, before me, a Notary Public in and for said State, personally appeared Thomas M. Coleman, Jr., known or identified to me to be the President of COLEMAN HOMES LLC, the Manager of THE PRESERVE LLC, an Idaho limited liability company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.



J Blake
Notary Public for Idaho

Print Name: Jessica Jaclyn Blake


Residing at: Ada County

My commission expires: 3/28/17

EXECUTED as of the day and year first above-written.

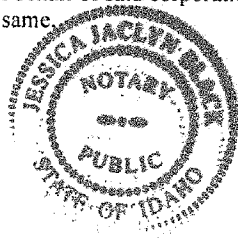
ASSOCIATION:

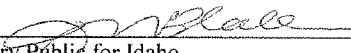
THE PRESERVE HOMEOWNERS
ASSOCIATION, INC., an Idaho non-profit
corporation

By: 
Thomas M. Coleman, Jr., President

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of October, 2015, before me, a Notary Public in and for said State,
personally appeared **Thomas M. Coleman, Jr.**, known or identified to me to be the **President**
of THE PRESERVE HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit
corporation, the corporation that executed the instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.




Notary Public for Idaho

Print Name: Jessica Jaclyn Black

Residing at: Ada County

My commission expires: 3/28/17