

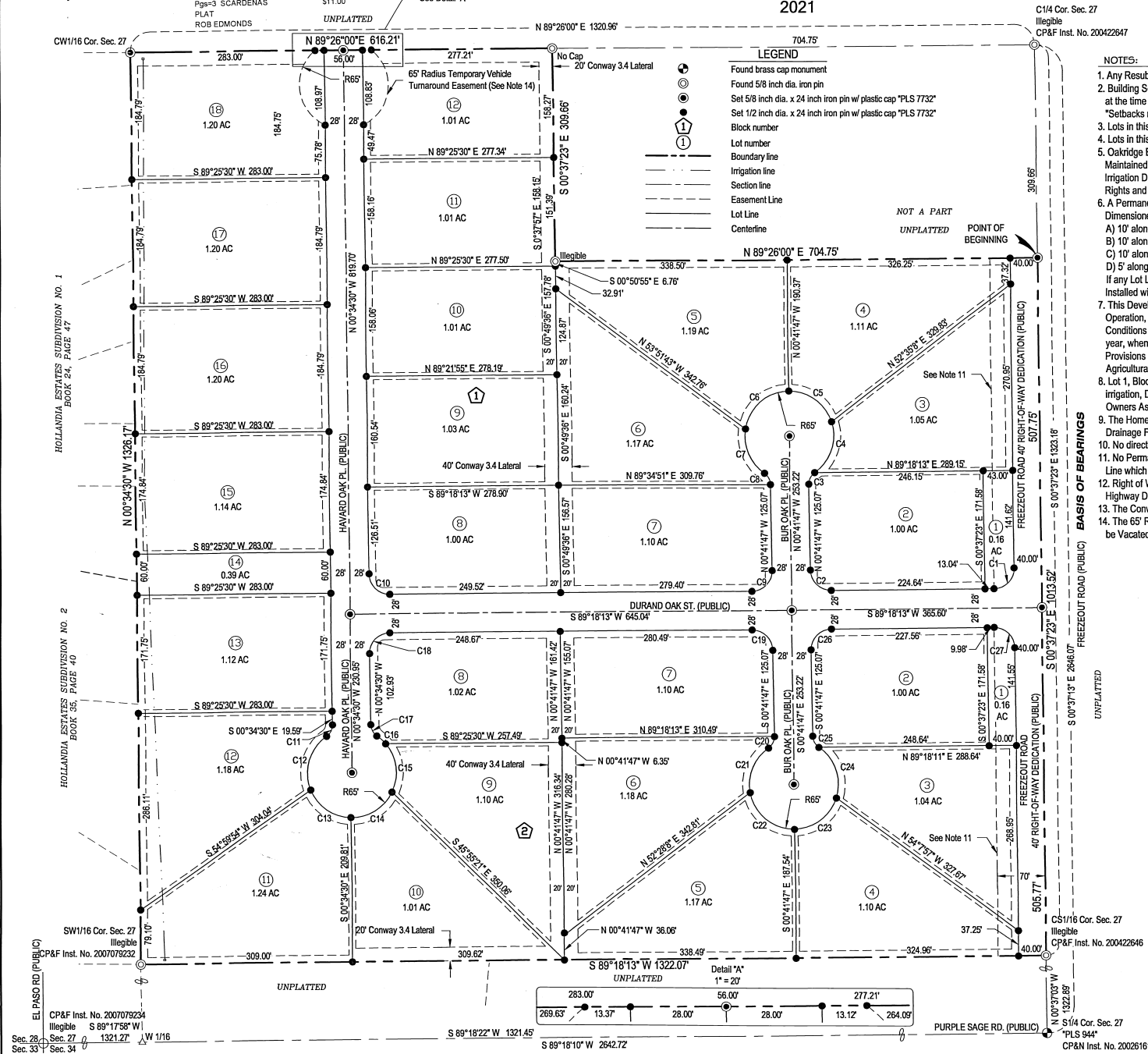
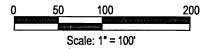
SURVEYORS NARRATIVE Document
 This Plat was requested by Oak Ridge Estates Homeowners Association, L.L.C. to create a Subdivision. The Boundary lines of this Parcel of Land for said Subdivision Plat were established from Record information and found Monumentation as shown and described on Record of Survey Inst. No. 200422921.

RECORDED
 03/03/2021 09:38 AM

CHRIS YAMAMOTO
 CANYON COUNTY RECORDER
 Pgs: 3 SCARDENAS
 PLAT
 ROB EDMONDS

15444
 00392389202100154440030037

PLAT OF
OAKRIDGE ESTATES SUBDIVISION
 A PORTION OF THE NE 1/4 SW 1/4, SECTION 27, T.5N., R.3W., B.M.,
 CANYON COUNTY, IDAHO
 2021



- NOTES:**
- Any subdivision of this Plat shall Comply with the Applicable Zoning Regulations in Effect at that time.
 - Building Setbacks and Dimensional Standards in this Subdivision shall conform to the Applicable Zoning Regulations at the time of Resubdivision, or as Allowed by the Current Zoning and Regulations set forth by Canyon County. "Setbacks not shown for Clarity".
 - Lots in this Subdivision will be Served by Individual Septic Systems.
 - Lots in this Subdivision will be Served by Individual Wells per IDWR Specifications/Requirements.
 - Oakridge Estates Home Owners Association will Provide an Irrigation System to each Lot and will be Owned and Maintained by the Oakridge Estates Home Owners Association. Irrigation Water is being Provided from Black Canyon Irrigation District in Compliance with Section 31-3805(B). Lots within this Subdivision will be Entitled to Irrigation Water Rights and will be Obligated for Assessments from Black Canyon Irrigation District.
 - A Permanent Easement for Public Utilities, Drainage and Irrigation is hereby Designated as follows, Unless otherwise Dimensioned:
 - A) 10' along Subdivision Boundary.
 - B) 10' along the Frontage of each Lot, Public Right-of-Way or Private road.
 - C) 10' along the Rear Lot Lines, unless otherwise noted.
 - D) 5' along each side of the Interior Lot Lines.
 If any Lot Lines are Adjusted, the Easement Shall also be Adjusted Accordingly, Providing that Facilities have not been Installed within the Easement.
 - This Development Recognizes Section 22-4503, Idaho Code, Right to Farm Act, which states: "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 nonagricultural 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. The Provisions of this Section shall not apply when a nuisance results from the improper or negligent Operation of an Agricultural Operation, Agricultural facility or expansion thereof."
 - Lot 1, Block 1 and Lot 1 and Lot 14 are Common Area Lots having a Blanket Easement for Utilities, Pressure Irrigation, Drainage and Landscaping Purposes and will be Owned and Maintained by the Oakridge Estates Home Owners Association.
 - The Homeowner's Association, Underlying Property Owner, or adjoining Property Owner is Responsible for all Storm Drainage Facilities Outside of the Public Right of Way, including all routine and heavy maintenance.
 - No direct Lot Access to Freezeout Road.
 - No Permanent Structures shall be Located any closer than Seventy Feet (70') to any Section Line or Quarter Section Line which is Preserved for a Future Road (Ord. 10-006, 8-16-2010).
 - Right of Way Dedication Area as shown hereon will be Dedicated to and Owned and Maintained by the Canyon Highway District No.4.
 - The Conway 3.4 Lateral has a 40' wide Irrigation Easement.
 - The 65' Radius Temporary Vehicle Turnaround Easement at the Northerly End of Havard Oak Pl. as shown hereon to be Vacated once Havard Oak Pl. is Extended to the North.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	47.08	30.00	89°50'14"	N 44°20'14" E	42.40
C2	47.12	30.00	89°58'58"	S 45°41'46" E	42.43
C3	19.41	20.00	59°37'5"	S 27°58'43" W	18.66
C4	83.54	65.00	73°38'3"	N 16°16'17" E	77.90
C5	81.66	65.00	71°59'3"	N 54°42'16" W	76.40
C6	91.08	65.00	80°17'15"	S 49°19'33" E	83.81
C7	74.12	65.00	65°19'50"	S 23°38'58" E	70.16
C8	19.41	20.00	59°37'5"	N 28°30'20" W	18.66
C9	47.12	30.00	90°01'4"	N 44°18'13" E	42.43
C10	47.19	30.00	90°7'18"	S 45°38'9" E	42.47
C11	19.41	20.00	59°37'5"	N 27°14'2" E	18.66
C12	88.21	65.00	77°45'21"	S 16°9'54" W	81.60
C13	74.99	65.00	66°16'4"	S 55°45'48" E	70.90
C14	75.00	65.00	66°56'38"	N 56°73'1" E	70.91
C15	75.00	65.00	68°58'38"	N 71°58'4" W	70.91
C16	17.20	65.00	15°9'30"	N 48°35'11" W	17.15
C17	19.41	20.00	59°37'5"	S 22°23'3" E	18.66
C18	47.06	30.00	89°52'43"	S 44°21'51" W	42.38
C19	47.12	30.00	90°00'0"	N 45°41'47" W	42.43
C20	19.41	20.00	59°37'5"	N 27°6'45" E	18.66
C21	74.12	65.00	65°19'50"	S 22°15'23" W	70.16
C22	91.08	65.00	80°17'15"	S 50°33'10" E	83.81
C23	81.67	65.00	71°59'15"	N 53°16'36" E	76.40
C24	83.53	65.00	73°37'52"	N 16°29'7" W	77.90
C25	19.41	20.00	59°37'5"	S 28°30'20" E	18.66
C26	47.12	30.00	89°58'43"	S 44°18'4" W	42.42
C27	47.14	30.00	90°20'0"	N 45°38'22" W	42.44

COMPASS LAND SURVEYING, PLLC
 623 11th Avenue South
 Office: (208) 442-0115
 JN 10718

Nampa, ID 83651
 Fax: (208) 327-2106
 08/26/2020

SHEET 1 OF 3

REVISIONS	No.	BY	DATE	DESCRIPTION

Sec. 28
 Sec. 27
 Sec. 34

CP&F Inst. No. 2007079234
 Illegal
 S 89°17'58" W
 W 1/16
 1321.27'
 W 1/16
 CP&F Inst. No. 200261618

PLAT OF
OAKRIDGE ESTATES SUBDIVISION
 A PORTION OF THE NE 1/4 SW 1/4, SECTION 27, T.5N., R.3W., B.M.,
 CANYON COUNTY, IDAHO
 2021

CERTIFICATE OF OWNERS

Know all men by these presents that Oakridge Estates, LLC., are the Owners of a Real Parcel of Land herein after described and that it is their intention to include said Real Property in this Subdivision Plat.

The following Describes a Parcel of Land being a portion of the NE 1/4 SW 1/4 of Section 27, Township 5 North, Range 3 West, Boise Meridian, Canyon County Idaho, and more particularly described as follows:

COMMENCING at the Northeast Corner of the NE 1/4 SW 1/4 (Center 1/4 Corner) of said Section 27, which is being Monumented with a found 5/8" Iron Pin with an "illegible" cap; From which, the Southeast Corner of the SW 1/4 (South 1/4 Corner) of said Section 27, which is being Monumented with a found 3" diameter Brass Cap stamped "LS 944", bears South 00°37'13" East, a distance of 2,646.07 feet;

Thence along the Easterly Boundary Line of the NE 1/4 SW 1/4 of said Section 27, South 00°37'23" East, a distance of 309.66 feet to a set 5/8" Iron Pin with cap stamped "CLS PLS 7732" being the POINT OF BEGINNING;

Thence continuing along the Easterly Boundary Line of the NE 1/4 SW 1/4 of said Section 27, South 00°37'23" East, a distance of 1013.52 feet to a found 5/8" iron pin with illegible cap being the Southeast Corner of the NE 1/4 SW 1/4 (Center-South 1/16th Corner) of said Section 27;

Thence along the Southerly Boundary Line of the NE 1/4 SW 1/4 of said Section 27, S. 89°18'13" W., a distance of 1322.07 feet to a found 5/8" iron pin with illegible cap being the Southwest Corner of the NE 1/4 SW 1/4 (South-west 1/16th Corner) of said Section 27;

Thence along the Westerly Boundary Line of the NE 1/4 SW 1/4 of said Section 27, N. 00°34'30" W., a distance of 1326.17 feet to a set 5/8" Iron Pin with cap stamped "CLS PLS 7732" being the Northwest Corner of the NE 1/4 SW 1/4 (Center-west 1/16th Corner) of said Section 27;

Thence along the Northerly Boundary Line of the NE 1/4 SW 1/4 of said Section 27, N. 89°26'00" E., a distance of 616.21 feet to a found 5/8" Iron Pin with no cap;

Thence leaving said Northerly Boundary Line and parallel with the Easterly Boundary Line of the NE 1/4 SW 1/4, S. 00°37'23" E., a distance of 309.66 feet to a found 5/8" iron pin with illegible cap;

Thence parallel with the Northerly Boundary Line of the NE 1/4 SW 1/4, N. 89°26'00" E., a distance of 704.75 feet to the POINT OF BEGINNING.

This parcel contains 35.17 acres more or less;

The Public Streets as shown on this Plat are dedicated to the public.

The Public Utility and Drainage Easements are not Dedicated to the Public, but the right of access to and use of Public Utility and Drainage Easements required to Service all Lots and Parcels within this Plat are Perpetually Reserved.

The Individual Lots Described in this Plat will not be served by any Water System common to one (1) or more of the Lots, but will be Served by Individual Wells.

In witness whereof, we have here unto set our hands this 18 Day of September, 2020.

Corey Blaine

September 18, 2020

Corey Blaine, Manager Date
 Oak River Homes, LLC.,

Robert Edmonds 2-19-2021

Robert Edmonds, manager Date
 ERAP LLC

State of: IDAHO
 County of: CANYON
 The forgoing document was acknowledged
 before me 19th day of February, 2021

Maria Pantoja
 Maria Pantoja, Notary Public
 My Commission Expires
11/28/2024

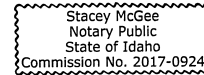


ACKNOWLEDGMENT
 STATE OF IDAHO }
 COUNTY OF CANYON } SS

On this 18 day of September, in the year 2020, before me, Corey Blaine, personally appeared, known or identified to me to be a Manager of Oak River Homes, LLC., the Limited Liability Company that Executed the Instrument or the person who Executed the Instrument on behalf of said Limited Liability Company and acknowledged to me that said Limited Liability Company Executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written

Stacey McGee
 Notary Public for ERAP LLC
 Residing at Engle, ID
 Commission expires 11-18-2023



CERTIFICATE OF SURVEYOR

I, Richard A. Gray do hereby Certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as Described in the Certificate of Owners and the attached Plat, was Drawn from an actual Survey made on the ground, made by me or under my direct supervision and accurately represents the points Platted hereon, and is in Conformity with State of Idaho codes relating to Plats, Surveys and the Corner Perpetuation and filing act, Idaho Codes 55-1601 through 55-1612.

Richard A. Gray
 RICHARD A. GRAY
 7732
 9/18/20
 LICENSE No. 7732



PLAT OF
OAKRIDGE ESTATES SUBDIVISION
A PORTION OF THE NE 1/4 SW 1/4, SECTION 27, T.5N., R.3W., B.M.,
CANYON COUNTY, IDAHO
2024

APPROVAL OF CANYON COUNTY COMMISSIONERS

I, the Undersigned, Chairman of Canyon County Commissioners, Canyon County, Idaho, do hereby certify that at a regular meeting of the Commissioners held on the 3rd day of March, in the year of 2021, this plat was duly accepted and approved.

[Signature]
Chairman

3 March 2021
Date



APPROVAL OF CANYON HIGHWAY DISTRICT NO. 4

Canyon Highway District No.4 does hereby accept this plat, and the dedicated public streets, highways and rights-of-way as are depicted on this plat, in accordance with the provisions of Idaho Code 50-1312.

[Signature]
Chairman

3rd day of February 2021
Date

CERTIFICATE OF CANYON COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon 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.

[Signature] 11/6/20
Canyon County Surveyor Date
DAVID R. KIRKBEAR TRPLS 2659

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 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 certificate is valid for the next thirty (30) days only.

[Signature]
County Treasurer

3-1-2021
Date



APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of a certificate of disapproval.

[Signature]
Southwest District Health Department, EHS

10-7-2020
Date



2021-028554

RECORDED

04/19/2021 03:57 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=47 SCARDENAS \$148.00

TYPE: MISC

DEVELOPMENT SERVICES INC.

ELECTRONICALLY RECORDED

**DECLARATION
OF
PROTECTIVE RESTRICTIONS
FOR
OAKRIDGE ESTATES SUBDIVISION**

NOTICE

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

THE DECLARANT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DECLARATION SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS DECLARATION WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

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**DECLARATION
OF
PROTECTIVE RESTRICTIONS
FOR
OAKRIDGE ESTATES SUBDIVISION**

THIS DECLARATION OF PROTECTIVE RESTRICTIONS FOR OAKRIDGE ESTATES SUBDIVISION (“Declaration”) is made this 16th day of April 2021, by OAK RIVER HOMES, LLC, an Idaho limited liability company, and ERAP, LLC, an Idaho limited liability company, (hereinafter referred to jointly as “Declarant”).

**ARTICLE 1
RECITALS**

1.1. Property Covered.

The property subject to this Declaration is the property legally described on the attached Exhibit A and as such property is depicted in the final Plat of the Oakridge Estates Subdivision, recorded in the records of Canyon County, Idaho, as Instrument Number 2021-015444 on March 3, 2021, and attached hereto as Exhibit B, along with any additional property made subject to this Declaration by recorded Supplemental Declarations.

1.2. Purpose of Declaration.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the “Restrictions”) that will apply to the Subdivision and the use of any and all portions of the Subdivision. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Subdivision; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Common Area, including any improvements located thereon, in a cost effective and administratively efficient manner.

1.3. Residential Development.

Oakridge Estates Subdivision is planned as a residential subdivision that Declarant currently intends to develop in accordance with existing development approvals obtained by Declarant from Canyon County or any other development plans for which Declarant may from time to time obtain approval from Canyon County. Any development plans for the Real Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Real Property is to be developed or improved.

**ARTICLE 2
DECLARATION**

Declarant hereby declares that the Subdivision, 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 Subdivision, and to enhance the value, desirability and attractiveness of the Subdivision. The terms and Restrictions set forth herein shall run with the land constituting the Subdivision, and with each estate therein, and shall be binding upon

any person having or acquiring any right, title or interest in the Subdivision or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each person or Owner having or holding an interest in the Subdivision and such person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any person having or holding an interest in the Subdivision or such person's successors in interest, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

Notwithstanding anything herein to the contrary, until one hundred percent (100%) of all Lots in the Subdivision are transferred by Declarant, no provision of the Declaration shall be construed as to prevent or limit Declarant's right to complete development of Oakridge Estates Subdivision, including any subdivision or re-subdivision thereof, and to construct improvements thereon, nor Declarant's right to use and maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Real Property, including the Common Area, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE 3 DEFINITIONS

“**ADRC**” shall mean the Architectural Design Review Committee as described in Section 11.1.

“**Articles**” shall mean the articles of incorporation of the Association.

“**Association**” shall mean Oakridge Estates Homeowners Association, Inc., an Idaho nonprofit corporation, or its successors, organized and established by Declarant to exercise the powers and carry out the duties set forth in this Declaration or any Supplemental Declaration.

“**Assessments**” shall mean those payments required of Owners, as Members, including Regular, Special or Limited Assessments as provided in this Declaration.

“**Board of Directors**” or “**Board**” shall mean any duly qualified board of directors, or other governing board or individual, if applicable of the Association.

“**Bylaws**” shall mean the Bylaws of the Association.

“**Common Area**” shall mean any or all 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, real property and/or improvements located thereon), including without limitation, all parcels that are designated on a recorded Plat or otherwise by Declarant as roads, common area lots, streets, drives, parking areas or drives, common open space, pastures, wildlife habitat, common landscaped areas, storage facilities, recreational facilities and other amenities and facilities. Common Area may be established from time to time by Declarant on any portion of the Real Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Real Property. Common Area may include easement and/or license rights. Common Area includes Lot 1 Block 1; Lots 1 and 14, Block 2, and any improvements thereto.

“**Declarant**” shall mean the undersigned Oak River Homes, LLC, an Idaho limited liability company, and Erap, LLC, or its/their successors in interest, or purchaser of undeveloped Lots in the Subdivision to whom Declarant's rights under this Declaration are expressly transferred in accordance with Section 17.7 below.

“**Declaration**” shall mean this document as may be supplemented from time to time with a Supplemental Declaration, and shall include any amendment or restatement of this Declaration where the context requires.

“**Director**” or “**Directors**” shall mean members of the Board.

“**Improvements**” shall mean all objects, structures and appurtenances thereto of all kinds and types, whether permanent or temporary, which is erected, construed or placed upon, under or in any portion of the Property, including but not limited to, dwellings, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, patios, patio covers, recreational facilities, poles, signs, flags, lighting, mailboxes, play and storage equipment, and pools.

“**Lot**” shall mean any Lot within any Phase of Oakridge Estates Subdivision as specified or shown on a Plat or by Supplemental Declaration but excluding any Common Area. Each Lot is intended to be used for residential purposes and subject to the terms and conditions set forth herein.

“**Member**” shall mean an Owner holding a membership of the Association, including Declarant.

“**Owner**” shall mean the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and the Owner’s successors, heirs and assigns. Where any Lot is the subject of an installment contract of sale, the vendee under the contract shall be considered the Owner.

“**Phase**” shall mean a defined portion of the Real Property which has been designated as a Phase by Plat and/or recorded Supplemental Declaration. Each Phase shall contain one or more residential Lots and may, in Declarant’s discretion, be managed to the extent permitted herein or by Supplemental Declaration.

“**Plat**” shall mean any subdivision plat covering any portion of the Real Property as recorded in the Canyon County, Idaho Recorder’s Office, particularly including but not limited to that certain Plat for Oakridge Estates Subdivision #1, attached as Exhibit B, recorded in the records of Canyon County, Idaho, as amended and supplemented from time to time.

“**Pressurized Irrigation System**” shall mean that certain irrigation system for the Subdivision as further described in Article 12.

“**Project Documents**” shall mean the basic documents creating and governing the Real Property including, without limitation, this Declaration, any Supplemental Declaration, the Articles, the Bylaws, the Design Guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Association, the Board or the ADRC.

“**Residence**” shall mean that portion or part of any Structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, decks, and steps annexed thereto.

“**Structure**” shall mean the broadest legal definition attributable to the term “structure.” For purposes of construction, the term “Structure” shall mean, but not be limited to the building, construction, fabrication, assembly, or production of any manmade work artificially built up or composed of parts joined together in some definite manner whether of a permanent or temporary nature and whether movable or immovable.

“**Subdivision**” or “**Real Property**” shall mean the property legally described in Exhibit A subject to this Declaration and any property subject to this Declaration by recorded Supplemental Declarations, including without limitation, each lot, parcel and portion thereof and interest therein.

“**Supplemental Declaration**” shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that may be adopted by Declarant with respect to any Phase or any portion of the Real Property or any property annexed and subject to this Declaration, as provided further herein.

“**Water Rights**” shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Real Property, including, without limitation, (1) all licenses, permits, claims, permit applications, contracts and storage entitlements; (2) all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity, and (3) all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall also specifically include the above-described rights to the use of water appurtenant to the Real Property as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Real Property.

ARTICLE 4 OWNERS ASSOCIATION

4.1. Organization.

Declarant shall organize the Association as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Voluntary dissolution of the Association is prohibited without the approval of Canyon County. The Project Documents, as adopted and duly amended shall be deemed covenants running with the ownership of the Lots, and shall be binding upon the Owners as if recited verbatim herein. The Association shall be governed by a Board of Directors elected in the manner set forth in the Bylaws. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Declarant grants the Association a revocable, non-exclusive license to use the name “Oakridge Estates Subdivision” for the sole purpose of identifying the Association.

4.2. Membership.

The Members of the Association shall be all Owners. No Owner, except Declarant, shall have more than one membership in the Association. Membership shall be appurtenant to and may not be transferred, pledged assigned, alienated or otherwise separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each lessee, renter, or other occupant of a Lot not eligible for membership shall be subject to all obligations and responsibilities of membership with respect to the Project Documents, but shall not, at any time, be entitled to vote on any matter affecting the Association.

4.3. Powers.

The Association shall have all the powers of a non-profit corporation organized under the applicable provisions of the Idaho Code 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 received from Declarant, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

4.3.1 Assessments. Levy Assessments and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner of any portion of the Real Property to cover the operation and maintenance costs of the Common Area.

4.3.2 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration. The Association in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, shall have the right 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. The terms and Restrictions set forth herein shall run with the land constituting the Subdivision, and with each estate therein, and shall be binding upon any person having or acquiring any right, title or interest in the Subdivision or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each person or Owner having or holding an interest in the Subdivision and such person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any person having or holding an interest in the Subdivision or such person's successors in interest, or by the Association.

4.3.3 Delegation of Powers. Delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract 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 three (3) years, and shall be subject to review by the Board upon the Class B Member Termination Date.

4.3.4 Association Rules. Adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate. The Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. 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 any design guidelines of the ADRC, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws or any design guidelines of the ADRC to the extent, but only to the extent, of any such inconsistency.

4.3.5 Improvements Within Public Right-of-Way. Maintain, improve, operate, repair and replace any facilities and improvements, including, without limitation, Common Area,

drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to any Plat, or any license, easement or other agreement. Right of Way dedication area as shown on the Oakridge Estates Subdivision plat will be dedicated to and owned and maintained by the Canyon Highway District No. 4.

4.3.6 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any portion of the Real 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.

4.3.7 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:

4.3.7.1 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;

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

4.3.7.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, without limitation, pedestrian and bicycle pathways.

4.3.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Members of the Association, the cost of which shall be included in Regular Assessments;

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

4.4. 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:

4.4.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs

placed at the entrances to, or otherwise in the vicinity of the Real Property. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

4.4.2 Operation and Maintenance of Irrigation System. Operate and maintain or otherwise provide for the operation and maintenance of the Pressurized Irrigation System described in Article 12, including all facilities connected to the irrigation pump station.

4.4.3 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.

4.4.4 Maintenance of Berms and Retaining Walls. Maintain any berms, retaining walls, and water amenities within and abutting any Common Area.

4.4.5 Improvements in the Public Right-of-Way. Maintain, improve, operate, repair and replace the facilities and improvements described in Section 4.3.5.

4.4.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association and/or any 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.

4.4.7 Water, Septic and Other Utilities. Acquire, provide and/or pay for water, septic, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area; undertake and perform all obligations imposed or required to be imposed upon the Oakridge Estates Association; and own and/or manage for the benefit of the Subdivision 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.

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

4.4.9 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 laws, ordinances, rules and regulations of Canyon County also including, without limitation, the recordation of any claim of lien with the Canyon County Recorder's Office, as more fully provided herein.

4.5. 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:

4.5.1 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;

4.5.2 Comprehensive public liability insurance insuring the Board, the Association, Declarant, 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 as adjusted by the Board from time to time;

4.5.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) as adjusted by the Board from time to time;

4.5.4 Such insurance as described in Article XII;

4.5.5 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;

4.5.6 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

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

4.6. 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 three (3) years, and each such contract shall be subject to cancellation by the Association with or without cause. 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 Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section.

4.7. Personal Liability.

Each Owner understands and agrees that Declarant, the Association, the Manager, the ADRC and the directors, officers, agents, employees and committee members of any of them (each individually a "Released Party") shall be immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Project Documents that

does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Project Documents; provided, however, the Association shall not be obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct. No Released Party shall not be liable to any Owner, and each Owner releases each Released Party from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses.

ARTICLE 5 OWNERS ASSOCIATION CONTROL

5.1. Control of Affairs of Association.

The Declarant shall appoint the Board and control the Association until administrative responsibility for the Subdivision is turned over to the Owners. On the date that is not later than ninety (90) days after the Class B Member Termination Date (defined below), Declarant shall call a meeting and at such meeting shall turn over administrative responsibility for the Subdivision to the Owners. At the meeting, the Declarant shall deliver to the Association:

5.1.1 The original or a photocopy of the recorded Declaration and copies of the Bylaws and the Articles of Incorporation of Oakridge Estates Homeowners Association Inc. and any supplements and amendments to the Articles or Bylaws;

5.1.2 The minute books, including all minutes, and other books and records of the Association and the Board of Directors;

5.1.3 All rules and regulations adopted by the Declarant;

5.1.4 Resignations of officers and members of the Board of Directors who are concurrently resigning;

5.1.5 Records of all property tax payments for the Common Area to be administered by the Association;

5.1.6 Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns;

5.1.7 A copy of the following, if available:

5.1.7.1 The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

5.1.7.2 The original specifications, indicating all subsequent material changes;

5.1.7.3 The plans for underground site service, site grading, drainage and landscaping together with cable television drawings; and

5.1.7.4 A list of any general contractor and the electrical, heating and plumbing subcontractors responsible for construction or installation of any improvements on the Common Area;

- 5.1.8 Insurance policies;
- 5.1.9 Copies of any occupancy permits issued for the Subdivision;
- 5.1.10 A list of any written warranties on the Common Area that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;
- 5.1.11 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and
- 5.1.12 Any other contracts to which the Association is a party.

Declarant shall have administrative control of the Association by means of its Class B voting rights until those rights end and Declarant turns over control to the Owners by the election of a new Board of Directors in the manner prescribed in the Bylaws.

5.2. Voting Rights.

The Association shall have two classes of voting memberships:

5.2.1 Class A Members. Class A Members shall be the Owners of Lots designated in this Declaration, excluding the Declarant for so long as Declarant is the Class B Member. Until the Class B Member Termination Date (defined below), the Class A Members shall not be entitled to vote upon any matter. Upon the Class B Member Termination Date, each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member. Upon the Class B Member Termination Date, Declarant shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by the Declarant.

5.2.2 Class B Member. Declarant, by and through Declarant's designated representative (hereinafter "**Declarant's Delegate**"), shall be the Class B Member, and shall be the sole voting Member of the Association entitled to one (1) vote for each Lot until the Class B Member Termination Date. The Class B Member shall cease to be a voting Member in the Association upon the earliest to occur of the following: (1) the date upon which the Declarant no longer owns any property or Lot within the Subdivision; (2) the date Declarant informs the Board in writing that Declarant no longer wishes to exercise its rights as the Class B Member hereunder; or (3) January 1, 2035. Such date shall be the "**Class B Member Termination Date**."

ARTICLE 6 PROPERTY RIGHTS IN THE COMMON PROPERTIES

6.1. Members' Easement of Enjoyment.

The Declarant has conveyed or will convey the Common Area to the Association. Every Member shall have an easement for the use, protection, and maintenance of the Common Area. Such easements for the Common Area shall be appurtenant to and shall pass with the title to every Lot; subject, however, to the following limitations:

6.1.1 The right of the Association, acting by and through its Board, to grant easements for public utilities or for other public purposes consistent with the intended use of the Common Area. Such action shall be preceded by written notice of the action to every Class A Member not less than ten (10) nor more than ninety (90) days prior to such action.

6.1.2 The right of the Association to sell, convey or subject to a security interest any portion of the Common Area subject to such conditions as may be agreed to by the Members. No such sale, conveyance or creation of a security interest shall be effective unless an instrument signed by Members comprising no less than two-thirds (2/3) of the total voting power of the Association, if any, has been recorded in the appropriate records of Canyon County, Idaho, agreeing to such sale, conveyance or creation of security interest. Written notice of the proposed action shall be sent to every Member not less than thirty (30) nor more than ninety (90) days prior to such vote.

6.1.3 The right of the Board of Directors of the Association to promulgate reasonable rules and regulations governing protection and maintenance of the Common Area.

6.1.4 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:

6.1.4.1 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;

6.1.4.2 Public 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

6.1.4.3 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, without limitation, pedestrian and bicycle pathways.

ARTICLE 7 EASEMENTS

7.1. Easements of Access.

Declarant expressly reserves for the benefit of the Real Property and the Association reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area, and for necessary maintenance and repair of any improvement thereon, including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Real Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or the Common Area.

7.2. Drainage and Utility Easements.

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 or otherwise designated in any recorded document, including those described in Article 9, below, which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any Owner, Association, or the Declarant owning a Lot upon which such easement is located, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the ADRC and/or Canyon County Highway District, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Any damage sustained to such 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 therefore.

7.3. General Landscaping Easement.

An easement is hereby reserved to the Declarant and The Association, its contractors, employees, and agents, to enter those portions of 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 landscaping activities within the Real Property as the Association shall determine to be necessary from time to time.

7.4. Declarant's Rights Incident to Construction.

Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Real 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 that portion of the Real Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant 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.

7.5. 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 Real Property in the proper performance of their duties.

7.6. Maintenance Easement.

An easement is hereby reserved to Declarant, which may be granted to the Association, and any member of its Board, and their 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 the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot as required by the Project Documents.

7.7. Plat Easements.

The easements shown on the Plat shall be permanent and shall benefit and burden the Real Property as indicated on the Plat. Such easements shall run under, over, and across the Real Property as shown on the Plat, for the purposes indicated upon the Plat. The public and private utility easements shown on the Plat shall be for the purpose of erecting, installing, constructing, maintaining and operating drainage and irrigating systems, and pipe, wires, cables and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Real Property. Within these easements, no Structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel or facilities in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. However, with prior written approval by the Board, an Owner may place removable Structures or place surface coverings such as asphalt or concrete on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area, if the Owner agrees to remove same at Owner's expense whenever it is necessary to have access to the surface or sub-surface property within the easement for the purpose specified herein. Any utility facilities shall be maintained, repaired and replaced solely by the benefited party who placed them in the easement area except to the extent they are damaged through the fault of an Owner.

**ARTICLE 8
COVENANT FOR ASSESSMENTS**

8.1. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and protection of the Members and other users of the Subdivision and in particular for the preservation and maintenance of Common Area and other property designated by the Board of Directors of the Association. Such purposes shall also include but not be limited to the cost to operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. All drainage areas, waterways and similar portions of the Real Property shall be maintained in accordance with sound hydrological principles. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

8.2. 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.

Statement of Account – Disclosure of Fees. Idaho Code Section 55-116 provides for an association to provide a statement upon request by an owner within 5 business days after receipt of request. The statement shall include at a minimum, the amount of annual dues and the due date and any unpaid assessments or other charges owing at the time of request. The association is bound by the amount set forth within such statement of account. On or before January 1 of each year, the association or its agent shall provide property owners within the association a disclosure of fees that will be charged to an owner in connection with any transfer of ownership of their property. Fees imposed by the association for the calendar year following the disclosure shall not exceed the amount set on the annual disclosure. No fee may be charged to expedite the request.

8.2.1 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 attorney's fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and Water Rights, including all improvements located on such areas owned and/or managed and maintained by the Association, the payment and delivery of water supply to the Common Areas (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, the Water Rights, the Pressured Irrigation System or other property of the Association 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 the Association, are collectively referred to herein as the "Expenses."

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Real Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than thirty (30) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

8.2.2.1 Amounts paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the 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. With respect to the Regular Assessments to be paid by any particular Owner for any given fiscal year, each Owner, except for the Declarant, 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 Real Property.

8.3. Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of improvements upon the Common Area, attorney's 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 Real Property 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.

8.3.2 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 for the Association.

8.4. Limited Assessments.

Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association may levy a Limited Assessment against a Member and/or such Member's Lot as a remedy for the purpose of securing payment by the Member thereof of amounts expended by the Association to correct a condition prohibited and to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the Project Documents, for damage caused by the Member, a Member's tenant, representative or invitee, or any member of the Member's family, to any Common Area or any other portion of the Real Property or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots, or to cure an Owner's breach hereunder. Limited Assessments may include Monetary Penalty Assessments.

Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice, must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board. A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

8.5. Setup Assessments and Initial Regular Assessment.

Assessments shall commence as to each Lot upon the closing of the first sale of such Lot from Declarant, or as to the remaining Lots owned by Declarant, when such Lots are no longer offered for sale to the general public. At the initial Lot conveyance from Declarant, the purchaser thereof shall pay an Initial Setup Fee in the amount of Five Hundred Fifty Dollars (\$550.00) and also such portion of the existing Regular Assessment, pro-rated for the remainder of the calendar year. For each subsequent Lot conveyance or transfer, there shall be assessed against such Lot a Setup Fee in the sum of Two Hundred Fifty Dollars (\$250.00), which fee shall be paid to the Association to cover the costs incurred in connection with the management of the affairs of the Association, and may not be used for any purpose prohibited by applicable law. A Setup Fee is not a prepayment of any other fee or assessment.

8.6. Notice and Assessment Due Date.

Except with regard to the first 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 the month unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the date due. 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 the rate of 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 attorney's 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.

8.7. Effect of Nonpayment of Assessments; Liens; Remedies of the Association.

8.7.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, 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 and costs, including the costs and expenses for any lien or lien releases, 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, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.7.2 Assessment Liens.

8.7.2.1 Creation. There is hereby created a 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 rate of eighteen percent (18%) per annum, and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including without limitation, reasonable attorneys' fees and or any fee charged by a trustee for conducting a foreclosure sale pursuant to any lien that is foreclosed upon, or any fee for title report, or other fees associated with a foreclosure. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recordation of a notice of assessment with the Canyon County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of assessment except for tax liens for real property taxes on any Lot and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.7.2.2 Notice of Assessment. Upon default of any Owner in the payment of any Assessments issued hereunder, upon approval of the Board, a member of the Board may cause a notice of assessment to be recorded in the office of the Canyon County Recorder. The notice shall state the amount of such assessment and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same have been assessed, and the name of the record Owner thereof. Each assessment shall constitute a separate basis for a notice of assessment, but any number of assessments may be included within a single notice. Upon payment to the Association of such assessment and charges in connection therewith or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.7.2.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale

shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney or any title company authorized to do business in Idaho as trustee for the purpose of conducting such sale or foreclosure.

8.7.2.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner (at the address of such Owner's Lot) described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Canyon County Recorder's Office.

8.12.2.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall be subordinate to the lien of a first 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. 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.

8.8. Exempt Property.

The following property which is subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; and (b) all unimproved Lots owned by Declarant, and (c) any finished Lot owned by Declarant.

ARTICLE 9 STORM WATER DRAINAGE SYSTEM

9.1. Canyon County Highway District Storm Water and Drainage Easement.

A PORTION OF LOT 1, BLOCK 1; A PORTION OF LOT 1, BLOCK 2; AND A PORTION OF LOT 14 BLOCK 2 ARE SERVIENT TO AND CONTAIN THE CCHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT AS PER THE PLAT, OFFICIAL RECORDS OF CANYON COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE STORM WATER DRAINAGE SYSTEM WITHIN THE PUBLIC RIGHT OF WAY ARE DEDICATED TO CCHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

The Master Easement is for the operation and maintenance of the storm water drainage system. Said 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.

Drainage. There shall be no interference with 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 ADRC and the Canyon County Highway District. For the purpose hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the

overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the ADRC and/or Canyon County Highway District, which may include drainage from Common Area over any Building Lot in the Property.

9.2. Operation and Maintenance of Storm Water Drainage System.

The Homeowners Association, Underlying Property Owner or Adjacent Lot Owner, as applicable, shall maintain the storm water drainage system outside of any public right of way, including all routine and heavy maintenance. Required maintenance shall include, but not be limited to the following:

- A. Periodic inspection of the storm water drainage system for water spots and other erosion, on at least a monthly basis;
- B. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the storm water system; and
- C. Collection and disposal of any and all trash and debris found in and around the easement area.

**ARTICLE 10
DEVELOPMENT STANDARDS AND USE RESTRICTIONS**

EACH MEMBER SHOULD REVIEW THE ADRC DESIGN GUIDELINES

10.1. Land and Building Type.

No Lot shall be used except for single family residential purposes. No Lot shall be subdivided or partitioned. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, and one (1) outbuilding, inclusive of garages, if desired excepted as permitted by this Declaration and as approved by the ADRC. If the garage is attached, then one (1) outbuilding is permitted. If the garage is detached, then that counts as the one (1) outbuilding. This Declaration is not intended to serve as authority for the ADRC to control the interior layout or design of residential Structures except to the extent necessitated by use, size and height restrictions. The Declaration is intended to serve as authority for the ADRC or its designate to use its judgment to see that all Structures and improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, location on the Real Property, height, grade and finished ground elevation, landscaping and all aesthetic considerations as set forth in this Declaration or the design guidelines promulgated by the ADRC (the "Design Guidelines"). Plans and specifications shall be submitted to the Board for approval prior to the commencement of construction or earthwork. Plan and specification approval shall not be unreasonably withheld nor conditioned with respect to the construction of a Residence on a Lot in accordance with this Declaration. However, Declarant's use of any Residence on a Lot as a sales office or model home for purposes of sales in the Subdivision shall not be subject to the regulation of the Board during all times in which Declarant owns Lots within the Subdivision.

10.2. Setbacks.

No building or other structure (exclusive of fences and similar structures approved by the ADRC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of Canyon County applicable to the Real Property except as may be modified by a conditional use permit issued by Canyon County or (ii) the ADRC Design Guidelines or approval, whichever requires the greater distance.

For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as part of the Building; provided, however, that this shall not be construed to permit said items or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the ADRC. The ADRC shall have the right to stagger setbacks of the Lot in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line. The front (and side, for corner Lots) lot lines may be located into the sidewalk.

10.3. Approach Driveway; Driveway Construction.

Installation of required culverts, and construction of an approach onto a Lot from a public road, will be completed prior to excavation or construction of any structure on that Lot. During initial home construction a 12" culvert will be required and installed by Declarant over the roadside swale so as not to disturb the swale and to continue to allow water flow. Cost for such installation shall be due to the Declarant from the initial Lot Owner at the time of Lot purchase. Any damage caused to roadside swales will be the responsibility of the adjacent property owner to repair. The driveway will be fully improved before the residence on the Lot is occupied. Owners shall pave their driveways with either concrete, brick, or other material as may be approved by the ADRC from the garage entry to the public road. All driveways shall include a decorative application (for example, brick or stone pavers, or stamped concrete) at the entrance from the public road. All parking areas and driveways shall be constructed and maintained as approved in writing by the ADRC.

10.4. Chimneys.

All fireplace chimneys must be masonry or metal, and if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit within one-foot (1') of the top cap. A chimney chase enhancer or similar device shall screen each chimney pipe from exterior view.

10.5. Garages; Building Height; Minimum Square Footage of Living Space.

Each Residence shall have an attached or detached fully enclosed garage having minimum three (3) vehicle capacity or square footage as set forth in the Design Guidelines or otherwise required by the ADRC. All garages shall be stick-built and constructed of similar or compatible exterior materials with the Residence so as to be aesthetically compatible therewith. No metal garages will be permitted. No carports will be allowed. All garages constructed on a Lot shall be in compliance with the applicable ordinance of Canyon County, Idaho.

Side entry garages and recessed garage doors are preferred, such that garage doors are not the predominant feature of the front elevation of the Dwelling. If the garage is attached, then one (1) outbuilding is permitted, if desired and as may be approved by the ADRC subject to the Design Guidelines. If the garage is detached, then that counts as the one (1) outbuilding. Garage doors shall be closed except when open for temporary purpose.

No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point or as required by Canyon County, whichever is less. No other Structure shall exceed fifteen (15) feet in height, above grade to its highest point, unless the ADRC approves the same in writing.

The minimum square footage of living area within a Residence shall be 2500 square feet of living area; and if the Dwelling contains more than one story, the minimum square footage of living area shall be 3000 square feet. The square footage of the living area shall be based upon the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

10.6. Temporary Structure.

No Structure of a temporary nature, nor any trailer nor recreational vehicle, shall be used at any time as a Residence, either temporary or permanent. Notwithstanding the foregoing, this Section shall not be deemed to prevent the storage, during the course of construction of a Residence on a Lot, of construction materials and equipment on said Lot as may be immediately necessary for such construction.

10.7. Landscaping.

A landscape plan is required to be submitted to the ADRC for approval. The Owner is required to follow all guidelines set forth for landscaping by the ADRC. All landscaping (including automatic sprinklers) on the front and side yards of a Lot, must be completed upon substantial completion of construction of a Residence on the Lot, and other required landscaping of a Lot must be completed within ninety (90) days from substantial completion of a Residence. All front and side yard landscaping must be completed prior to occupancy, and if a spec house, within ten (10) days of completion of the residence. Completion of the residence shall mean a state of completion sufficient to obtain an occupancy permit. All other landscaping to be completed within 30 days of occupancy. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time, but only to the extent permitted by applicable law, upon written approval of the ADRC. Landscaping shall also include provisions for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots. The Board and or the ADRC may, from time to time, establish specific requirements related to the number and types of shrubbery or plants to be located on the Lots. No artificial turf permitted in place of rolled sod.

10.8. Fences, Hedges and Trees.

No fences, hedges, shrubs, walls or other barriers shall be so situated as to unreasonably obstruct with the view and use of neighboring Lots, at the sole discretion of the ADRC. Each Owner at the time of initial home construction will be required to install a solid 6 foot fence on any portion of a Lot that serves as the perimeter boundary of the community, as per the Design Guidelines. Otherwise, open view wrought iron fencing is encouraged for additional, non-perimeter fencing for any Lot. Additionally, landscaping is encouraged for privacy screening subject to any view encroachment restrictions which may be imposed at the sole discretion of the ADRC. The ADRC may permit other privacy screening materials at its sole discretion. Any fence or hedges installed in the front yard or on side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot, shall not exceed three (3) feet in height. Any fence or hedge installed on the remainder of the Lot shall not exceed six (6) feet in height, nor have vertical rails closer than six inches (6") apart, as approved by the ADRC. There shall be no vinyl, wood or chain link fences on any Lot or Common Area. Any fence must meet the design criteria established by the ADRC. No hedge, shrub, tree or fence shall be permitted or maintained which shall interfere with traffic safety sight triangles or clear zones as identified in the County ordinance or highway district standards applicable at the time. No building, wall, fence, paving, landscaping or other construction of any type shall be erected or maintained by an Owner so as to trespass or encroach upon any Common Area unless specifically approved by the Board in writing. Any fence installed on or abutting to a Lot (either by Owner or Declarant) shall become the responsibility of the Owner to maintain.

The Owner of any Lot, including, without limitation, Declarant or any successor Declarant, shall be obligated to plant, prior to the issuance of a certificate of occupancy for any Residence constructed on a Lot, and maintain in good condition thereafter, all trees or other plantings as may be required by Canyon County, the Board or the ADRC. Declarant shall be responsible for such planting and maintenance with respect to all trees and plantings in, on or about the Common Area in the time and manner required by Canyon County from time to time. The Owner of each Lot shall provide for the maintenance of all trees, plantings, and landscaping located on or a part of such Owner's Lot including, without limitation, all trees,

plantings and landscaping located between the sidewalk and the street. No tree, shrub or other planting of any kind shall be allowed to overhand or otherwise encroach upon any sidewalk or other pedestrian way, from ground level to a height of ten (10) feet.

10.9. Exterior Finish.

The exterior of all Structures on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing Structures and landscaping in the Subdivision and must be compliant with all regulations in the Design Guidelines. Siding of either hardboard, concrete composite lap or shingle siding, stucco or “drivet” type siding, board and batten may be allowed by the ADRC provided that it is consistent with an overall style and design of the homes in the subdivision, or other material approved by the ADRC. Masonry will be a required element on all predominant elevations at the discretion of the ADRC. Stucco board, T-111 type plywood, or other pressed wood sheet, or vinyl lap siding will not be permitted. Exterior colors must be approved in writing by the ADRC in accordance with the provisions of Article 11, and shall include a minimum of three (3) paint colors for the body, trim and accents unless otherwise determined by the ADRC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Structure they adjoin. Vinyl siding is prohibited.

10.10. Roofing.

All Structures shall have roofs constructed of composite shingles with high definition ridges, with a 40 year architectural composition. The ADRC may permit additional high quality roof materials as per the Design Guidelines. No metal roofing will be permitted as a predominant feature however accent metal roofing maybe considered at the sole discretion of the ADRC. All roof colors are subject to the approval of the ADRC. Roof color may not be changed without prior written approval of the ADRC. Patio roofs shall be of uniform design and color, unless otherwise approved by the ADRC.

10.11. Windows.

All window frames on Residences shall be wood or vinyl, or as may be permitted in the ADRC Design Guidelines. Exterior window wraps are required on all sides of homes. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

10.12. Exterior Elevations.

All home exterior elevations, paint colors and stone colors are to be approved by the ADRC.

10.13. Exterior Lighting.

No exterior lighting shall be installed or maintained on any Lot or structure thereon, which interferes with the use and enjoyment of adjacent Lots, nor without prior written approval of the ADRC. All exterior lighting shall be in compliance with the applicable ordinances of Canyon County and the Design Guidelines. A photosensitive front yard light is required as per the ADRC Design Guidelines. Owners will affix address numbers to their photosensitive yard light for proper illumination and visibility from the street.

10.14. Mailboxes.

Declarant will install mailbox cluster boxes per the United States Postal Service requirements and will be reimbursed the cost for such by each Owner. Each lot will be assigned a box and will be responsible

for rekeying their box should the keys be misplaced or lost. The HOA will maintain the cluster box units otherwise, barring any negligent use by users. No individual mailboxes will be permitted on a residential lot.

10.15. Wells and Septic.

The Oakridge Estates Subdivision has been approved by Idaho Department of Water Resources "IDWR" and Southwest District Health "SWDH" for individual domestic wells and septic systems. Plot map will be provided for each Lot on placement for well and septic. Installation and maintenance of well and septic systems are the responsibility of and as a cost to the builder/homeowner. Neither the Declarant nor Association shall be liable for any aspect of these individual systems.

10.15.1 Wells. Individual wells are subject to IDWR specifications/requirements. All property owners shall be required to test his/her individual well annually, for nitrates and other contaminants.

10.15.2 Septic. All advanced treatment septic systems will receive a diagram upon approval of SWDH as per the Idaho Department of Environmental Quality (IDEQ) and SWDH standards. Location and depth requirements based upon square footage of house. Permits will be issued upon construction permits as a cost to the builder/homeowner. All bathroom, sink and toilet facilities shall be located completely inside buildings.

10.16. Outbuildings and Basketball Backboards.

If the garage is attached, then one (1) outbuilding is permitted, if desired and as may be approved by the ADRC subject to the Design Guidelines. If the garage is detached, then that counts as the one (1) outbuilding. Outbuildings, separate garages, sheds and shelters may be constructed only simultaneously with or after a Residence has been constructed on the Owners Lot. All such outbuildings shall be constructed only after written approval thereof by the ADRC. All outbuildings shall be stick-built and constructed of similar or compatible exterior materials with the Residence so as to be aesthetically compatible therewith. No metal buildings will be permitted. All outbuildings constructed on a Lot shall be in compliance with the applicable ordinance of Canyon County, Idaho.

Basketball backboards or posts shall not be installed without prior approval of the ARDC 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, must not be put on public or Association owned sidewalks and/or streets and must be kept in an upright position.

10.17. Drainage.

There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ADRC and the Canyon County Highway District ("CCHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the ARDC and or CCHD, which may include drainage from Common Area over any Building Lot in the Property. Roadside swales within CCHD right-of-way and the roadside swale easement shall be protected with an erosion control/weed barrier fabric and 1.5" perma-bark. The bottom of the swale shall contain 3-6" rip rap, and 2" rock shall be placed down the middle. An example of the

approved swale design is attached hereto as EXHIBIT C. All roadside swales containing perma-bark shall be maintained uniformly by the adjacent property owner(s) after Declarant installation. Cost for such installation shall be due to the Declarant from the initial Lot Owner at the time of Lot purchase.

10.18. Encroachments.

If any portion of a Residence or other Structure now or hereafter constructed upon any Lot encroaches upon any part of the Common Area or upon a Lot or Lots used or designated for use by an Owner of another Lot, such Residence or other Structure shall promptly be removed by its Owner.

10.19. Swimming Pools.

Above ground swimming pools shall not be permitted. The installation of in-ground swimming pools will be permitted, provided their plans and specifications, location, and design have been approved in writing by the ADRC prior to their construction or installation; and provided further that the Residential Lot Owner holds the Declarant and Association harmless from any claims resulting from the Lot's suitability for installation of a swimming pool and claims resulting from use of the swimming pool. Lot Owners should obtain a certification from an Engineer that the Lot is suitable for installation of an in-ground swimming pool. All in-ground swimming pools constructed on a Lot shall be in compliance with the applicable ordinance of Canyon County, Idaho.

10.20. Construction Completion.

Construction of any Residence shall be completed, including painting and exterior finish, within twelve (12) months from the commencement of construction. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board. All Lots shall, prior to and after construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition. Each Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. All grass shall be cut and mowed at sufficient intervals to comply with the standard of maintenance prevailing in the Subdivision unless otherwise approved in writing by the Board.

10.21. View.

No building or structure shall be placed on said properties so as to obstruct the windows or light of adjoining Lot Owners at the sole discretion of the ADRC.

10.22. Exterior Energy Devices.

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 applicable ADRC, except for heat pumps shown in the plans approved by the ADRC. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure. All solar panels shall be roof mounted. The ADRC may set additional rules in the Design Guidelines regarding materials, placement and other aesthetic matters for exterior energy devices.

10.23. Holiday Decorations.

Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 31 of the following year. Any other holiday decorations or lighting

displays (such as Halloween, Easter, etc.) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

10.24. Offensive Activities.

No noxious, unsightly or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to other Owners. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. All Garbage and other waste shall be kept in sanitary containers emptied weekly and stored behind a solid screen, as may be approved by the ADRC, or inside the garage. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or federal requirements. Exterior clotheslines or other outside clothes drying or airing facility shall be screened from all view in a location and of construction approved by the ADRC. 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 structure or improvement. No window air condition units to be installed at any time.

10.25. Flags and Flagpoles.

All flags, in-ground flagpoles or other monuments must be approved by the ADRC before installation. Permitted flags may include American, Military Branch, POW/MIA, or State of Idaho.

10.26. Private Property Maintenance.

Owners of Lots shall be responsible for and perform all maintenance upon such Lots and all improvements thereon. All front, side and rear yards shall be landscaped and maintained in a professional manner including, but not limited to, lawns cut, fertilized, weed, dandelion and clover free, shrubs and trees trimmed, rubbish and debris removed, and otherwise maintained in a neat and aesthetically pleasing condition and in an appearance not out of keeping with that of typical improved properties in the tract. No Improvement, Building or Structure upon any Lot covered by this Master Declaration shall be permitted to fall into disrepair and each such Improvement, Building or Structure shall be kept in good condition and repair and adequately painted.

Should an Owner permit any portion of their Lot to fall into disrepair, the Board upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, for the cost thereof. Such cost shall be a Limited Assessment, in accordance with this Declaration, which Limited Assessment shall be secured by a lien on the Owner's Building Lot(s) and such lien shall be enforceable in the same manner as other liens set forth in this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property 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 amounts due.

10.27. Parking.

No motor homes, trailers, boats, campers, recreational vehicles, implements, vehicles (excluding operative automobiles) of all kinds or nature, nor other mobile equipment, shall be parked or stored on any Lot, unless such items are fully screened or enclosed from view, and unless the ADRC has otherwise approved the location and/or screening of said items in writing. Policies which may be set by the ADRC shall not permit the storage nor repair of such vehicles, only temporary loading and unloading provisions. "Screened from view" is defined as being inside a structure such as an outbuilding or garage. No vehicle

should be parked or stored for a period in excess of seventy-two (72) consecutive hours on any street, Lot or any other portion of the Real Property, including driveways.

No commercial vehicle, or trucks with a capacity in excess of one (1) ton, shall be parked or stored upon any Lot or street within the subdivision. No inoperative vehicle may be parked or stored at any time within the Property. No automobile shall be parked with a "For Sale" sign except for those driven on a daily basis. No truck, truck camper, tent, garage, barn, shack or other outbuilding or vehicle shall at any time be used as a residence or living place on any part of Real Property.

A minimum of two off street parking spaces for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. The Owner shall provide sufficient garage space for all automobiles and other vehicles used by the occupants of the Lot, which vehicles shall be kept within the garage other than for temporary purposes.

10.28. Antennas and Service Facilities.

No exterior antennas, aerials or satellite dishes (except satellite dishes 19" or less in width) shall be permitted on any part of the Real Property unless approved by the ADRC as to placement. Clotheslines and other service facilities shall be screened so as not to be viewed from the street. Satellite dishes shall be placed in the least conspicuous location available without inhibiting signal.

10.29. Trash.

All garbage, refuse and animal waste shall be properly and promptly cleaned and stored and appropriately removed from each Lot so as to prevent unsightliness, or unnecessary or unreasonable odors.

10.30. Business and Commercial Use.

Except as otherwise provided herein, no trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any Lot, except for (i) Home Occupation one room offices which are not designated by exterior signs, and (ii) any home builder or Declarant, who is constructing Residences on Lots, or storing construction materials and equipment on said Lots in the normal course of said construction and to use completed homes as sales models as provided herein. No Home Occupation may (a) involve highly combustible materials, (b) involve retail operations, (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools, (d) cause abnormal automotive or pedestrian traffic in the Community, (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, (f) involve dispatch activities where employees meet in the Community and are sent to other locations, (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community. It is not a violation of this Section for an Owner to lease its Lot and the Improvements thereon in accordance with Section 10.29. The use of a Lot for a shelter home, as the same is defined in Idaho Code § 67-6530, whether operated for profit, will for the purposes of this Declaration be a commercial or business use.

10.31. Signs.

No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than four (4) square feet advertising the Lot for sale. This restriction shall not prohibit the temporary placement of political signs on any Lot by its Owner, subject to any ADRC Design Guidelines, or placement of a professionally made sign by Declarant, which complies with local

applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, realtors or agents during construction and sales of Residences however the ADRC may set regulations in relation to the quantity, placement, design and size of any signs, barring any Declarant signage. No "For Rent/Lease" signs shall be permitted on any Lot (next or in) at any time. No other signs shall be placed or maintained upon any of the Common Area, sidewalks, or public rights-of-way/streets.

10.32. Animals.

No animals, livestock including, but not limited to, all hoofed animals, swine, goats, roosters, poultry or similar animals 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 three (3) domesticated dogs and three (3) 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 Subdivision. "Household Pets" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. In addition to Household Pets, no more than twelve (12) chickens may be kept on any Lot. Household Pets and chickens shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet other than aforementioned chickens, or any animal which damages or destroys property, shall be deemed a nuisance. Excessive or untimely barking or noise, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Subdivision shall also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. The Owner of a Lot where a Household Pet or chickens is kept, as well as the legal owner of the Household Pet or chickens (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet or chickens, and for any clean-up of any Common Area, roads or other property necessitated by such Household Pet or chickens. Any such animals shall be properly restrained and controlled at any time they are within the Property. Any kennel/coop for animals on any Lot must be approved by the ADRC prior to installation and shall be; 1) screened from view in a location and of construction approved by the ADRC; 2) located and maintained in a manner to avoid any endangerment or nuisance to adjacent Lot Owners; and 3) maintained in a clean, odor free and insect free manner. Violations of this provision may be reported to the proper authorities. **All issues with regard to animals must be reported to Canyon County Animal Control and/or Code Enforcement. The Association shall not be held liable for policing the activity of animals however retains all rights under this Declaration.**

Assistance animals are welcome in the Subdivision in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other residents or charged fees that are not charged to other residents without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal on the Subdivision is financially and legally responsible for any injury or

damage caused by such assistance animal, and for any clean-up of Common Areas, roads or other property necessitated by such assistance animal.

10.33. Leasing.

In order to foster and maintain the stable, residential character of the Subdivision and to preserve the Subdivision values, no Owner may lease, in whole or part, such Owner's Lot or the primary residential dwelling located thereon to any person or entity except as expressly permitted in this Section. For purposes of this Section, 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, 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. Owner may lease its entire Lot to any tenant comprised as of a single housekeeping unit so long as such lease is for a term of six (6) months or greater. For purposes of this Section, the term "single housekeeping unit" shall be one 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 to the extent it applies to such Owner.

10.34. Agricultural Uses.

The Owners have been made aware that the Subject Property has been developed in an agricultural community and that there will continue to be agricultural uses of some of the surrounding properties. The agricultural uses of the surrounding properties, including the use of agricultural machinery, burning and chemical weed control and fertilization, and the raising of livestock, although restricted from the Subject Property are not necessarily restricted from the neighboring properties. This provision specifically puts the Owners on notice of such potential conditions.

ARTICLE 11 DESIGN REVIEW

11.1. Purpose and Authority of ADRC.

Declarant or the Association shall appoint an Architectural Design Review Committee (the "ADRC") to review and approve all plans and specifications for Structures, and to provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property in order to insure the highest possible quality of residential development. The Declarant will act as the ADRC until such time as a majority of the voting power of the Association is controlled by Members other than the Declarant. The approval of any plans and specifications submitted to the ADRC may be withheld not only because of their non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of incompatibility with the design standards for the Subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Subdivision, solar access, and other effects on the enjoyment of other parts of the Subdivision, including without limitation the Common Area, as well as any other factors which the ADRC reasonably determines to be relevant, may be taken into account by the ADRC in determining whether or not to approve any proposed Structure. The ADRC is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The ADRC is further

hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Master Declaration with regard to matters requiring ADRC approval. The ADRC Design Guidelines may establish a reasonable fee schedule for review to be paid by each Owner submitting plans to the ADRC for approval.

11.2. Membership.

Appointment and Removal. Until the Class B Member Termination Date, the ADRC shall consist of as many persons, but not less than three, as Declarant may from time to time appoint. Until the Class B Member Termination Date, Declarant may remove any member of the ADRC from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the ADRC. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the ADRC. In such event, or in the event Declarant fails to appoint an ADRC, the Board of Directors shall assume responsibility for appointment and removal of members of the ADRC, or if it fails to do so, the Board of Directors shall serve as the ADRC. Declarant shall retain the right to appoint members of the ADRC until the earlier of: the date Declarant delegates this right to the Board, or Declarant is no longer the owner of any Lot. No member of the ADRC shall receive any compensation or make any charge for his services in connection with design review and approval.

11.3. Approval of Plans by ADRC.

No Improvement, residence, building, garage, fence, wall, pool, patio cover, window awning, landscaping or any Structure of any kind or nature shall be commenced, erected, placed or altered on any Lot by an Owner (except the Declarant) until detailed construction plans and specifications showing the nature, shape, height, materials, colors and location of the proposed improvements shall have been submitted to and approved in writing by the ADRC. All plans and specifications must be submitted to the ADRC at least thirty (30) days prior to the start of construction unless such time period is waived by the ADRC.

11.4. Action.

Except as otherwise provided herein, at least two-thirds (2/3) of the members of the ADRC shall have the power to act on behalf of the ADRC without the necessity of meeting and without the necessity of consulting with the remaining member of the ADRC. The Owner shall also supply any additional information reasonably requested by any member of the ADRC. The ADRC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

11.5. Procedures.

In the event the ADRC fails to approve or disapprove plans and specifications within forty (40) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be complied with fully. The forty (40) day time period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within forty (40) days as determined by the date of mailing by the ADRC. Such notice shall be delivered or mailed to the applicant at the address, or email address, designated by the applicant for such purpose in his application.

11.6. Construction by Declarant.

This Article shall not govern construction of improvements or alterations by Declarant upon portions of the Real Property owned by Declarant. Declarant reserves the right to add improvements not described in this Declaration.

11.7. Non-Waiver.

Except as expressly provided for herein, the failure of the ADRC or Board to enforce any provisions of this Declaration shall not constitute a waiver or negate the legal effect of any such requirement unless notice in writing of such failure to act is provided to the ADRC, they fail to institute measures to obtain compliance within one hundred eighty (180) days of such notice, and all other legal requirements to constitute waiver or to negate the legal effect of such requirement have occurred.

ARTICLE 12 PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS

12.1. Pressurized Irrigation System.

It is contemplated that each Lot and the Common Area shall have access to a pressurized irrigation water system (the "Pressured Irrigation System") and irrigation water, when seasonably available, will be supplied through the irrigation system. Irrigation water will be provided by the Oakridge Estates Subdivision in compliance with Idaho Code Section 31-3805 (1) (B). All lots within the subdivision will be obligated for assessments for irrigation system and water which may be included as a part of each Lots Regular Assessment or billed directly to each Owner by the Black Canyon Irrigation District (the "Irrigation District"), at the discretion of the Irrigation District. The Pressurized Irrigation System shall be comprised of all improvements and components thereof, including, but not limited to, all pumps, pipes and any other conveyance apparatus. The Pressurized Irrigation System shall also include any interest in real or personal property, including but not limited to easement and/or license rights granted herein or by other instruments of record, for the installation, operation, maintenance, repair or replacement of the Pressurized Irrigation System. The Pressurized Irrigation System shall be stubbed at the property line of each Lot. It is contemplated that Declarant shall construct and operate the Pressurized Irrigation System in accordance with approvals and agreements with the Black Canyon Irrigation District, or any other applicable irrigation district or canal company, and that the Declarant may transfer the Pressurized Irrigation System to the Association by describing such on a recorded plat, or by grant or reservation in a deed or other instrument, or in this Declaration or in any Supplemental Declaration. Assessments for water use, and all operation and maintenance costs, shall be made by the Irrigation District and a paid directly to the Irrigation District by Owner. Should Owner not timely make said payments to the Irrigation District, the Association may, in its sole discretion, pay the Irrigation District and seek reimbursement from Owner by way of Assessment. Use of the Pressurized Irrigation System, and Assessments in connection with the Pressurized Irrigation System shall be subject to such rule and regulations as may be adopted by the Association from time to time. The Association, or applicable water right owner, shall have the right to transfer, sell or convey the Pressurized Irrigation System to a public or private entity, conditioned only upon reasonable assurances that the system will be owned, operated and maintained in a manner that will provide service to the Owners on a continuing basis with quality of service equal to a community-wide standard.

12.2. Installation of Systems upon Lots.

The Pressurized Irrigation System shall be owned, operated, repaired, maintained and replaced by the Association or the Irrigation District up to the stub located on each Lot. The costs incurred installing, operating, maintaining repairing or replacing any components located within a Lot and beyond the stub

shall be the responsibility of the Owner thereof. Valves controlling water from the stub to the Lot shall be the responsibility of the Owner thereof, unless the Association agrees to accept such responsibility, at the sole discretion of the Board.

12.3. Operation of System.

The Association shall have the power and responsibility to perform the duties and obligations set forth in any Agreement with the Black Canyon Irrigation District, or any other applicable irrigation district or canal company.

12.4. Maintenance.

The Association shall maintain, repair, and replace and otherwise be responsible for the Pressurized Irrigation System and the improvements and Water Rights related thereto, including, but not limited to, all drainage facilities, unless otherwise set forth in any Agreement with the Irrigation District.

12.5. Water Rights.

The Association shall have the power to acquire, provide and/or pay for Water Rights and manage the same for the benefit of the Subdivision, and the costs related to such Water Rights shall be included in the Regular Assessments.

12.6. Owner Acknowledgments.

12.6.1 Each Owner acknowledges that non-potable irrigation water supplied to the Real Property, including irrigation water for Common Area and Lots, will be supplied through a Pressurized Irrigation System that will be operated, maintained, repaired and replaced by the Association or Irrigation District, up to the stub on each Lot. The costs incurred installing, operating, maintaining, repairing and replacing the components of the Pressurized Irrigation System located within a Lot shall be the sole responsibility of the Owner. Each Owner acknowledges that the Association may promulgate rules and regulations, including water use schedules or rotations, controlling the allocation, distribution and flow of water among the various Lots and each Owner hereby agrees to comply with such rules and regulations. Each Owner agrees to pay when due all Assessments levied by the Association or by the Black Canyon Irrigation District for the operation, maintenance, insurance, repair and replacement of the Pressurized Irrigation System and delivery of irrigation water and any and all Assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules, whether or not such Owner actually used the water provided by the Pressurized Irrigation System. Each Owner acknowledges that he or she shall have no right, title or interest in the water located within the Pressurized Irrigation System.

12.6.2 Each Owner acknowledges that the Declarant hereby reserves unto itself any and all Water Rights appurtenant to the Real Property and, accordingly, Owners have no right, title or interest in any of such water or Water Rights, unless otherwise set forth in an Agreement with the Irrigation District.

12.7. Nature of Irrigation Water.

Each Owner acknowledges that the irrigation water delivered by the Pressure Irrigation System is subject to variability in availability from year to year, and generally only from approximately mid-April through mid-October each year. The irrigation water delivered by the Association to the Lots is non-

potable, and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the Irrigation District have no control.

12.8. Association's Rights.

The Association shall have the right to enter into, and take any and all actions required by, any agreement entered into with the Black Canyon Irrigation District with respect to the Pressurized Irrigation System, including, without limitation, enabling or disabling the irrigation water supply to the Subdivision from the Pressurized Irrigation System from time to time as necessary to prevent damage to the Pressurized Irrigation System or to prevent the use, by or for the benefit of the surrounding properties and/or the owners/occupants thereof, of the Pressurized Irrigation System.

12.9. Watering Schedule.

Each Owner acknowledges and agrees to cause any Lot(s) that it owns to be subject to the watering schedule adopted by the Board of Directors or Irrigation District as such schedule may from time to time be amended (the "Watering Schedule"), and agrees that it shall not cause or allow watering of such Lot(s) from the Pressurized Irrigation System more frequently than or on different days than those set forth on the Watering Schedule.

**ARTICLE 13
RESERVATION OF WATER RIGHTS BY DECLARANT**

Declarant owns certain Water Rights which are appurtenant to the Real Property and which may be used in the Pressurized Irrigation System. Upon conveyance of a Lot, Declarant shall reserve, and hereby reserves, to itself all of Declarant's right title and interest in and to any and all Water Rights appurtenant to the Real Property, and accordingly, no Owner(s) shall have any right, title, or interest in any of the Water Rights unless otherwise set forth in an agreement with the Irrigation District.

**ARTICLE 14
LEGAL COMPLIANCE**

14.1. General Compliance.

The Declarant and all Owners shall comply with all laws, rules and regulations applicable to the development of property in Canyon County, Idaho.

**ARTICLE 15
ENFORCEMENT**

15.1. Enforcement and Use of Common Area.

In the event any Owner shall violate any provision of this Declaration, the Bylaws or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and may (a) notify the Owner in writing that his voting rights and his rights to use the Common Area and facilities thereon are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Section 8.7, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such

Owner for 120% of the entire direct or indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others. However, before the Association takes any of the actions described in (a) - (c) above, the Owner shall have the right to a hearing before the Board of Directors to contest their determination. At such hearing, the Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their action and provide written notice thereof to the Owner. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in (c) above pending the hearing or decision on the hearing. All assessed fines shall be paid immediately to the Association and deposited into the Associations' general account.

15.2. Interest, Expenses and Attorney Fees.

Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date thereof until the first annual meeting of Members, eighteen percent (18%) per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but not higher than the maximum rate allowed by law, and if no such rate is established by the Members, then the rate shall be eighteen percent (18%) per annum. In the event the Declarant, the Association, or any Owner shall bring any suit or action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Owner, the prevailing party shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

15.3. Non-exclusiveness and Accumulation of Remedies.

An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

15.4. Effect of Breach.

The breach of any of the covenants, conditions, or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

15.5. Delay and Non-Waiver.

No delay or omission on the part of Declarant, the Association, or the Owners of other Lots in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by any one whatsoever against Declarant and no right of action except specific performance shall accrue nor shall any other right of action be brought or maintained by anyone whatsoever against the Association on account of their failure

to bring any action on account of any breach of these covenants, conditions or restrictions, or for imposing restrictions herein which may be unenforceable by Declarant or the Association.

15.6. Right of Enforcement, Fines and Penalties.

15.6.1 **Authority to Enforce.** Except as otherwise provided herein, any Owner, Association or Declarant shall have the right to enforce the provisions hereby against any portion of the Real Property and against the Owners thereof.

15.6.2 **Fines and Penalties.**

1. The Association shall have the authority to impose fines and penalties for an Owner's failure to timely and strictly comply with terms and restrictions set forth in the Declaration. Notwithstanding the foregoing authority no such fine or penalty shall exceed One Hundred Dollars (\$100.00) per day of non-compliance with the Declaration.

2. Each Owner subject to a fine or penalty approved by the Directors of the Association shall be given thirty (30) days written notice and opportunity to cure the stated non-compliance before any such fine or penalty is charged, or as otherwise may be required by law at the time. In the event the Owner corrects the stated non-compliance within said thirty (30) day period, the Directors of the Association shall withdraw and cancel the fine and/or penalty other than such costs incurred by the Association in enforcing compliance, including without limitation, reasonable attorney fees and costs. In the event the Owner commences correction within said thirty (30) day period and continues to diligently correct the non-compliance in good faith until fully resolved, the Directors shall not enforce the fine as long as the Owner continues to diligently correct the stated violation and timely complete such correction in good faith. Notwithstanding, correction of such stated violation, the Association shall be entitled to collect its cost of notice and enforcement, including reasonable attorney fees and costs.

3. Prior to assessing such fine or penalty, the Directors of the Association shall by majority vote approve the fine or penalty to be assessed against an Owner, Lot and/or Dwelling Unit at a hearing called for such purpose, as may be required by Idaho Code.

4. No portion of such fine or penalty shall be used to increase the pay of any Director or agent of the Association.

15.7. 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 Declarant, the Association or any Owner for recovery of damages or for negative or affirmative relief or both.

15.8. Violations of Law.

Any violation of any State, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any portion of the Real Property is hereby declared to be a violation of this Declaration and subject to any and all enforcement procedures set forth in this Declaration.

15.9. Rights Cumulative.

Each remedy provided for herein is cumulative and not exclusive.

**ARTICLE 16
ANNEXATION OF OTHER PROPERTY**

16.1. Right of Declarant to Annex Other Properties.

Declarant reserves the right to annex any abutting, adjoining or contiguous real property into the Subdivision. Such annexation shall be accomplished by filing a Supplemental Declaration in the records of Canyon County, Idaho, describing the property to be annexed (the "Annexed Property") and specifically subjecting such property to the terms of this Declaration, as may be modified to reflect any special circumstances in connection with such annexed property. Such Supplemental Declaration shall not require the consent of voting members, but shall require the consent of the owner of such property, if other than Declarant; provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Declaration to annex additional real property to the Real Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts. Any such annexation shall be effective upon the recording of such Supplemental Declaration.

16.2. Supplement.

The additions authorized by the provisions of this Article shall be made by recording in the Canyon County Recorder's office a Supplemental Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the Annexed Property and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant. In addition, each supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this Declaration. Upon recording any supplement for Annexed Property, the provisions of this Declaration (except as modified, altered, limited or supplemented in the supplement) shall apply to such Annexed Property as if such Annexed Property had been part of the Real Property upon the effective date of this Declaration.

16.3. De-Annexation.

Declarant may delete all or a portion of the property described on Exhibit A and any Annexed Property from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property being de-annexed, and provided that a notice of de-annexation is filed in the records of Canyon County, Idaho, describing the property to be de-annexed and specifically excepting such property from the terms of this Declaration.

16.4. Amendment.

This Article 16 shall not be amended without the prior written consent of the Declarant so long as Declarant owns any portion of the Subdivision.

**ARTICLE 17
GENERAL PROVISIONS**

17.1. Severability.

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

17.2. Duration and Amendment.

The provisions of this Declaration shall be perpetual, subject only to extinguishment by the holders of such restrictions as provided by law. 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 by Declarant by recordation of a written instrument setting forth such amendment. After the recordation of the first deed to a Lot, any amendment to this Declaration, other than to this Article 17, shall be by an instrument in writing signed by the President and Secretary of the Association certifying that such amendment has been approved by the vote or written consent of two-thirds (2/3) of the total voting power of the Association, and such amendment shall be effective upon its recordation in the records of Canyon County, Idaho. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of the property concerned, and by the Association. 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 Real Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

17.3. No Right of Reversion.

Nothing in this Declaration, or in any form of deed which may be used by Declarant, in selling the Subdivision, or any Lot or part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

17.4. Rights of Mortgagees Relating to Maintenance.

At any time that any part of the Common Area, or any other part of the Subdivision, or any Structure, Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association's Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of the Subdivision, then the record owner of any mortgage or trust deed upon any part of the Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgagor of such property as a Member of the Association (to the exclusion of such Owner-Mortgagor) including the right to vote at all regular and special meetings of the Members of the Association for a period of one (1) year following the date of such notice. During said period of time mortgagees shall be given notice of all regular and special meetings of the Association, and the Owner-mortgagor shall receive such notice also and may attend such meeting as an observer. Said notice shall quote this paragraph and shall be sent by certified United States mail, return receipt requested, to the Owner-mortgagor, with a copy by regular mail to the Association at the last-known address of each.

17.5. Loss of Property.

In order to protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the repair or rebuilding of his Residence or other Structure after any loss to it.

17.6. Notices.

Unless otherwise provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last address provided to the Association in writing by the person who appears as Member or Owner on the records of the Association at the time of such mailing.

17.7. Assignment.

If the Declarant conveys its title to all of its Lots to a third party and designates in such conveyance that such party shall be the successor Declarant then such successor Declarant shall have all duties, rights, powers and reservations of the Declarant contained in this Declaration upon the acceptance and recording of such conveyance.

17.8. Conflicting Provisions.

In case of any conflict between this Declaration and the Bylaws, this Declaration shall control.

17.9. Mortgage Protection.

Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust or first 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.

17.10. Owners' Further Acknowledgements.

By accepting a deed to any Lot contained within the Real Property, each Owner acknowledges and agrees that Owner has read and understands the Project Documents.

[end of text]

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 16th day of April 2021.

DECLARANT:

Oak River Homes, LLC, an
Idaho limited liability company

By: *Corey Blaine*

Name: Corey Blaine

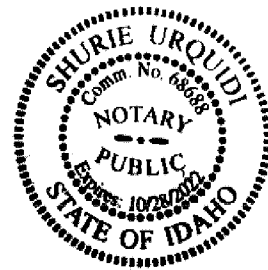
Title: Owner

State of IDAHO)
) ss.
County of ADA)

On this 16th day of April 2021, before me, the undersigned, a Notary Public for and in said state, personally appeared Corey Blaine, known or identified to me, to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Shurie Urquidi
Residing at: Meridian, ID 83646

My commission expires: 10/28/2022



DECLARANT:

Erap, LLC, an
Idaho limited liability company

By: *Robert Edmonds*

Name: Robert Edmonds

Title: CRAP owner

State of IDAHO)
) ss.
County of ADA)

On this 16th day of April 2021, before me, the undersigned, a Notary Public for and in said state, personally appeared Robert Edmonds, known or identified to me, to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Shurie Urquidi
Residing at: Meridian, ID 83646

My commission expires: 10/28/2022

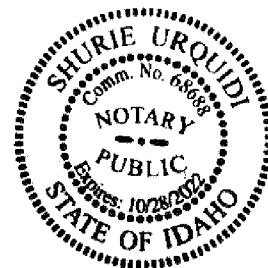


EXHIBIT A

Legal Description

All of Lots 1 through 12, inclusive, in Block 1; all of Lots 1 through 18, inclusive, in Block 2, of Oakridge Estates Subdivision No. 1, according to the official plat thereof filed in the real property records of Canyon County, Idaho as Instrument No. 2021-015444 in Book 51 of Plats at Page 47.

PLAT OF
OAKRIDGE ESTATES SUBDIVISION

A PORTION OF THE NE 1/4 SW 1/4 SECTION 27, T.5N., R.3W., B.M.,
 CANYON COUNTY, IDAHO
 2021

BOOK 51 PAGE 47

CERTIFICATE OF OWNERS

Know all men by these presents that Oakridge Estates, LLC, the Owners of a full Parcel of land hereinafter described and that it is their intention to hold and Real Property in the Subdivision Plat.

The following Proposed Parcel of Land being a portion of the NE 1/4 SW 1/4 of Section 27, Township 5 North, Range 3 West, Basin 3 West, Canyon County Idaho, and more particularly described as follows:

COMMENCING at the Northwest Corner of the NE 1/4 SW 1/4 (Cont'd) of said Section 27, which is being instrumented with a Survey 587' from the NE 1/4 SW 1/4 (Cont'd) of said Section 27, from which the Southeast Corner of the SW 1/4 South 1/4 (Cont'd) of said Section 27, which is being instrumented with a Survey of 640' from the NE 1/4 SW 1/4 (Cont'd) of said Section 27, a distance of 275.00' East.

Thence along the Eastern Boundary Line of the NE 1/4 SW 1/4 of said Section 27, South 00°37'27" East, a distance of 200.00' West to a well 587' from the well cap damaged, CUB PLS 7722' being the POINT OF BEGINNING.

Thence commencing along the Eastern Boundary Line of the NE 1/4 SW 1/4 of said Section 27, South 00°37'27" East, a distance of 100.00' East to a well 587' from the well cap damaged, CUB PLS 7722' being the POINT OF BEGINNING.

Thence along the Southern Boundary Line of the NE 1/4 SW 1/4 of said Section 27, S. 89°14'17" W., a distance of 132.07' East and then South 89°14'17" West, a distance of 132.07' West to the NE 1/4 SW 1/4 (Cont'd) of said Section 27, from which the Southeast Corner of the SW 1/4 South 1/4 (Cont'd) of said Section 27, which is being instrumented with a Survey of 640' from the NE 1/4 SW 1/4 (Cont'd) of said Section 27, a distance of 275.00' East.

Thence along the Western Boundary Line of the NE 1/4 SW 1/4 of said Section 27, N. 00°37'27" W., a distance of 132.07' East and then North 00°37'27" West, a distance of 132.07' West to the NE 1/4 SW 1/4 (Cont'd) of said Section 27, from which the Southeast Corner of the SW 1/4 South 1/4 (Cont'd) of said Section 27, which is being instrumented with a Survey of 640' from the NE 1/4 SW 1/4 (Cont'd) of said Section 27, a distance of 275.00' East.

Thence along the Northern Boundary Line of the NE 1/4 SW 1/4 of said Section 27, N. 89°14'17" E., a distance of 132.07' East and then South 89°14'17" West, a distance of 132.07' West to the NE 1/4 SW 1/4 (Cont'd) of said Section 27, from which the Southeast Corner of the SW 1/4 South 1/4 (Cont'd) of said Section 27, which is being instrumented with a Survey of 640' from the NE 1/4 SW 1/4 (Cont'd) of said Section 27, a distance of 275.00' East.

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The Public Streets as shown on this Plat are dedicated to the public.

The Public Utility and Drainage Easements are not Dedicated to the public, but the right of access to such lines of Public Utility and Drainage Easements required to Service all lots and parcels within this Plat are Reserved.

The Individual Lots Delineated in this Plat will be owned by any Whole System common to any 1/4 or more of the lots, but will be owned by individual lots.

In witness whereof, we have hereunto set our hands this 18 Day of September, 2021.

By R. A. Gray
 Cory Siska, Manager
 Oak River Farms, LLC.

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC

By Robert Edwards
 Robert Edwards Management, LLC
 ERMP, LLC



ACKNOWLEDGMENT
 STATE OF IDAHO
 COUNTY OF CANYON } SS
 On this 18 day of September in the year 2021, before me, Cory Siska, personally
 appeared, known or identified to me to be a Manager of Oak River Farms, LLC, the
 United Liability Company that executed the instrument of the person who executed the
 instrument on behalf of said United Liability Company and acknowledged to me that said
 United Liability Company executed the same.
 In witness whereof, I have hereunto set my hand and official seal the day first above
 written.
 Notary Public for the State of Idaho
 Residing at 580 N. 3rd St.
 Commission expires 11-23-2024



CERTIFICATE OF SURVEYOR

I, Richard A. Gray, do hereby Certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as Described in the Certificate of Owners and the attached Plat, was Derived from an actual Survey made on the ground, made by me or under my direct supervision and accurately represents the portion thereof shown, and is in conformity with State of Idaho codes relating to Plats, Surveys and the Corner Representation and Being and, Idaho Code 20-107 through 20-109.

By Richard A. Gray
 RICHARD A. GRAY
 7732
 9/16/21
 LICENSE NO. 7732



This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.

COMPASS LAND SURVEYING, PLLC
 623 11th Avenue South
 Nampa, ID 83855
 Phone: (208) 442-3115
 Fax: (208) 827-2198
 24 10715
 SHEET 2 OF 3

PLAT OF
OAKRIDGE ESTATES SUBDIVISION

A PORTION OF THE NE 1/4 SW 1/4, SECTION 27, T.3N., R.3W., B.M.,
 CANYON COUNTY, IDAHO
 2024

BOOK 51 PAGE 47

APPROVAL OF CANYON COUNTY COMMISSIONERS

I, the Undersigned, Chairman of Canyon County, Commissioning Canyon County, Idaho, do hereby certify that a regular meeting of the Commissioners held on the _____ day of _____, 2024, in the year of 2024, the following was duly accepted and approved:

[Signature]
 Chairman

3 March 2024
 Date



CERTIFICATE OF CANYON COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby certify that I have checked this Plat, and that it conforms with the State of Idaho Code relating to Plats and Surveys.

[Signature]
 Canyon County Surveyor
DAVID K. KIRKBRIDE 76745 6859
 Date 3/16/24

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary conditions as required by Idaho Code, Title 59, Chapter 43 have been reviewed. Sanitary conditions may be improved, in accordance with Section 59-1206, Idaho Code, by the issuance of a certificate of approval.

[Signature]
 Southwest District Health Department, GIS

11-7-2020
 Date

APPROVAL OF CANYON HIGHWAY DISTRICT NO. 4

Canyon Highway District No. 4 does hereby accept this plat, and the detached public streets, highways and rights-of-way as an appurtenance to the plat. In accordance with the provisions of Idaho Code 58-112.

[Signature]
 Chairman

3rd day of February 2024
 Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 58-1208, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in the proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

[Signature]
 County Treasurer

3-1-2024
 Date



This map is furnished as an accommodation strictly for the purposes of generally locating the land. It does not represent a survey of the land or imply any representations as to the size, area, or any other facts related to the land shown hereon.



COMPASS LAND SURVEYING, PLLC
 629 71st Avenue South
 Boise, ID 83725
 Phone: (208) 227-2708
 Fax: (208) 227-2708
 Email: info@compassland.com
 SHERIFF 3,023

EXHIBIT C
Roadside Swale Design

