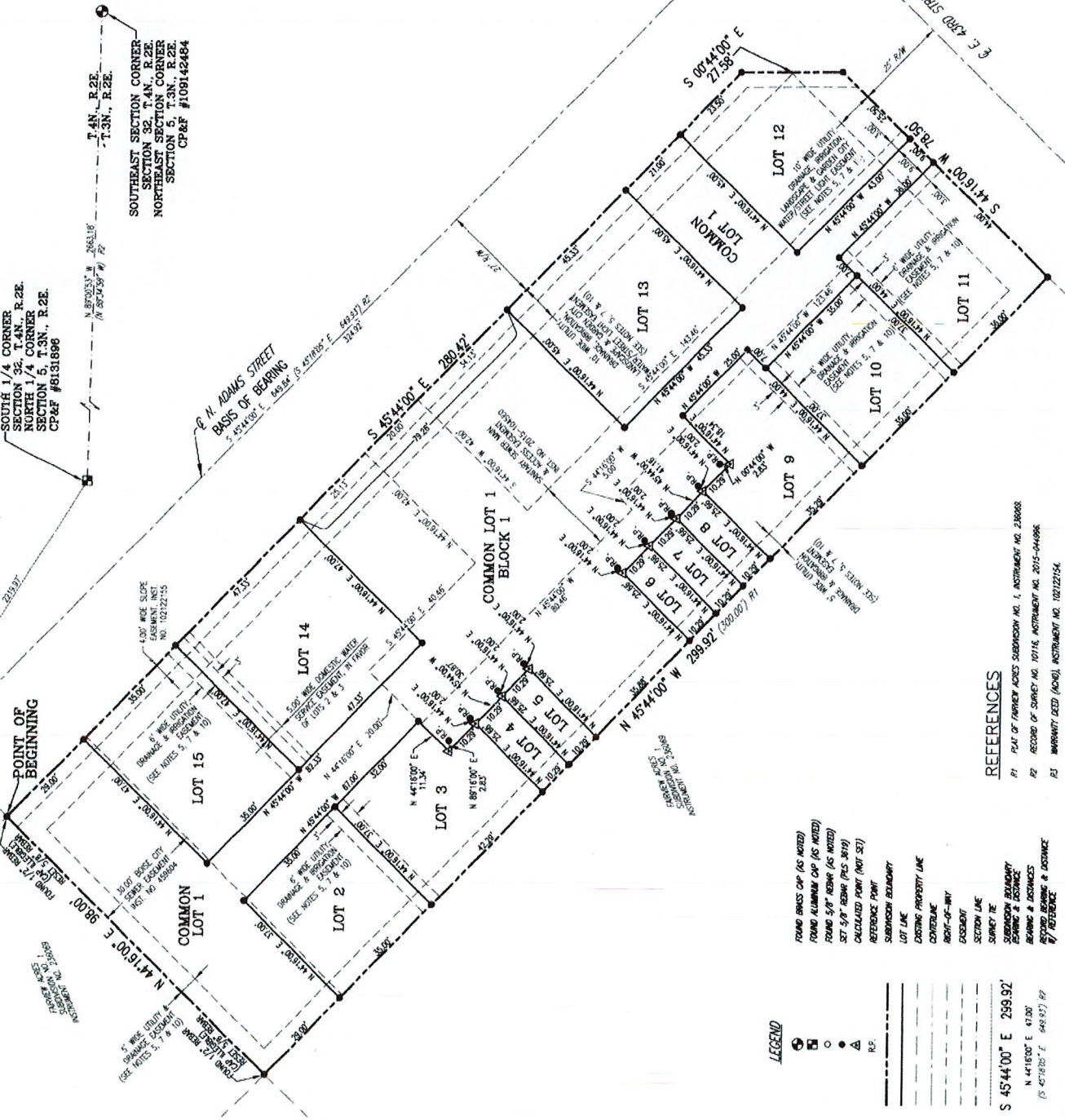


ADAMS COTTAGE SUBDIVISION

A PORTION OF LOT 17, BLOCK 3 OF FAIRVIEW ACRES SUBDIVISION NO. 1, LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 32, T.4N., R.2E., S.45°44'00" E. 299.92' ADJ. COUNTY, IDAHO 2016

This document provided courtesy of TitleOne



NOTES

- THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH GARDEN CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY DSR2014-0012.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT APPROVAL OF GARDEN CITY.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMITS OR AS MODIFIED BY DSR2014-0012. ALL BOUNDARY, PARCEL AND TRACT SIZES SHALL MEET THE DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.
- DIRECT LOT ACCESS ONTO ADAMS STREET IS NOT PERMITTED. INGRESS AND EGRESS IS PERMITTED VIA THE DRIVE ASLE ONLY, NEAR THE CENTER OF LOT 1, BLOCK 1.
- ALL UTILITY EASEMENTS SHOWN HEREON ARE FOR PUBLIC UTILITIES AND ARE DESIGNATED AS NON-EXCLUSIVE PERPETUAL APPURTENANT TO THE LOTS HEREON, AND SHALL RUN WITH THE LAND.
- LOT 1, BLOCK 1 IS A COMMON LOT FOR ACCESS, PARKING, DRAINAGE, IRRIGATION, SEWER SERVICES AND DOMESTIC WATER SERVICES. PUBLIC UTILITIES AND LANDSCAPING AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THIS LOT CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE.
- IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3005(2), GRAVITY IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY FAIRVIEW ACRES WATER USERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE ASSESSMENTS MADE BY FAIRVIEW WATER USERS ASSOCIATION. PRESSURIZED IRRIGATION FOR LOTS AND COMMON AREA LANDSCAPE IS PROVIDED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LOTS 4, 5, 6, 7, 8, BLOCK 1 ARE ACCESSORY (GARAGE, NOT INHABITABLE SPACE) LOTS.
- RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION. ANY COMMON AREA SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AND ARE SUBJECT TO EASEMENTS FOR LIMITED ACCESS, PUBLIC UTILITIES, IRRIGATION AND DRAINAGE PER COV'S
- INSTRUMENT NO. 2016-005424
- DRAINAGE EASEMENTS ARE RESERVED FOR THE BENEFIT OF THE SUBDIVISION AND UNDERLYING LOTS. THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE AND OPERATION OF THE STORM DRAINAGE FACILITIES WITHIN THESE EASEMENTS AS SET FORTH IN THE RESTRICTIVE COVENANTS. SEE NOTE NO. 8.
- SETBACKS:
 LOTS 2,4,6,8:
 FRONT: LIVING SPACE: 3- FEET (FACING COURTYARD)
 REAR: 5- FEET
 SIDE: 3- FEET
 LOTS 3,5,7,9,10:
 FRONT: LIVING SPACE: 3- FEET (FACING COURTYARD)
 STREET SIDE: 18- FEET (FACING ADAMS STREET AND 43RD STREET)
 SIDE: 3- FEET
 GARAGES:
 REAR: 5- FEET
 SIDE: 0- FEET TO ADJACENT GARAGE



BRIGGS ENGINEERING, INC.
 CONSULTING ENGINEERS
 BOISE, IDAHO

NHS COMMUNITY SERVICES, LLC
 DEVELOPER
 BOISE, IDAHO

SHEET 1 OF 3
 14062-PL-DWG - 06/22/2015

- ### LEGEND
- FOUND REBAR CAP (AS NOTED)
 - FOUND REBAR CAP (AS NOTED)
 - FOUND 5/8" REBAR (AS NOTED)
 - SET 5/8" REBAR (P.L.S. 3619)
 - CALCULATED POINT (NOT SET)
 - REFERENCE POINT
 - SUBDIVISION BOUNDARY
 - EXISTING PROPERTY LINE
 - CONTRIBUTED
 - RIGHT-OF-WAY
 - EASEMENT
 - SECTION LINE
 - SURVEY BE
 - SUBDIVISION BOUNDARY
 - BEARING & DISTANCE
 - REFERENCE

- ### REFERENCES
- P1 PLAT OF FAIRVIEW ACRES SUBDIVISION NO. 1, INSTRUMENT NO. 236083
 - P2 RECORD OF SURVEY NO. 10116, INSTRUMENT NO. 2015-044966
 - P3 WARRANT DEED (MCH), INSTRUMENT NO. 10212154

S 45°44'00" E 299.92'
 N 41°16'00" E 47.00'
 (S 47°16'28" E 649.87' R)

ADAMS COTTAGES SUBDIVISION

PLAT OF

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT NHS COMMUNITY SERVICES, LLC, AN IDAHO LIMITED LIABILITY CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY PLATTED HEREON AND THAT IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. ALL OF THE BUILDING LOTS IN THE PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF GARDEN CITY, A MUNICIPAL PUBLIC WATER SYSTEM, AND THE EXISTING WATER DISTRIBUTION SYSTEM HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THE SUBDIVISION. IRRIGATION WATER IS PROVIDED THROUGHOUT THE SUBDIVISION BY THE ADAMS COTTAGES HOMEOWNERS ASSOCIATION, IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(c). ADAMS COTTAGE HOMEOWNERS ASSOCIATION IS ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM FAIRVIEW ACRES WATER USERS ASSOCIATION, INC.

THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR ANY USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE CONSTRUCTED THEREIN.

A PORTION OF LOT 17 IN BLOCK 3 OF FAIRVIEW ACRES SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 10 OF PLATS AT PAGE(S) 532, EXCEPT THE PORTION CONVEYED TO ADA COUNTY HIGHWAY DISTRICT FOR PUBLIC RIGHT OF WAY AS RECORDED IN WARRANTY DEED UNDER INSTRUMENT NO. 102122154, OFFICIAL RECORDS OF ADA COUNTY, IDAHO, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO; THENCE ALONG THE SOUTH LINE OF SAID SECTION, N 89°00'53" W 2863.16 FEET (FORMERLY N 89°34'58" W) TO A FOUND ALUMINUM MONUMENT MARKING THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION; THENCE N 58°09'24" W 2219.97 FEET TO A FOUND IRON MONUMENT MARKING THE CENTERLINE INTERSECTION OF ADAMS STREET AND EAST 44TH STREET; THENCE ALONG THE CENTERLINE OF ADAMS STREET S 45°44'00"E 324.92 FEET (FORMERLY S 45°18'05" E) TO A POINT, THENCE LEAVING SAID CENTERLINE S 44°16'00" W 27.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF NORTH ADAMS STREET, SAID POINT ALSO BEING ON THE NORTH WEST BOUNDARY OF LOT 17 IN BLOCK 3 OF FAIRVIEW ACRES SUBDIVISION NO. 1, AND IS ALSO THE POINT OF BEGINNING.

THENCE ALONG SAID RIGHT-OF-WAY S 45°44'00" E 280.42 FEET TO A POINT,

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 00°44'00" E 27.58' TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF EAST 43RD STREET,

THENCE ALONG SAID RIGHT-OF-WAY S 44°16'00" W 78.50 FEET TO A POINT MARKING THE SOUTHERLY CORNER OF SAID LOT 17,

THENCE LEAVING SAID RIGHT-OF-WAY N 45°44'00"W 289.82 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 17 TO A POINT MARKING THE WESTERLY CORNER OF SAID LOT 17,

THENCE N44°16'00"E 98.00 FEET ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 17 TO THE POINT OF BEGINNING OF THIS SUBDIVISION;

SAID SUBDIVISION CONTAINS 0.67 ACRES, MORE OR LESS.

Michael Shepard
MICHAEL SHEPARD, AUTHORIZED AGENT OF NEIGHBORHOOD HOUSING SERVICES, INC.
A MEMBER OF NHS COMMUNITY SERVICES, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF ADA)

ON THIS 11th DAY OF May, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MICHAEL SHEPARD, KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED AGENT OF NEIGHBORHOOD HOUSING SERVICES, INC., AN IDAHO CORPORATION, WHICH IS A MEMBER OF NHS COMMUNITY SERVICES, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID NEIGHBORHOOD HOUSING SERVICES, INC., AND THAT SUCH NEIGHBORHOOD HOUSING SERVICES, INC. EXECUTED THE SAME IN SAID NHS COMMUNITY SERVICES, LLC'S NAME.

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



Sabrina Durtsehl
NOTARY PUBLIC FOR IDAHO

RESIDING AT: Boise Idaho
MY COMMISSION EXPIRES: 4-14-19

CERTIFICATE OF SURVEYOR

I, DEAN W. BRIGGS, 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 SHOWN HEREIN, HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS, AND THE CORNER PERPETUATION AND FLING LAW.



Dean W. Briggs
DEAN W. BRIGGS, P.L.S.

NHS COMMUNITY SERVICES, LLC
DEVELOPER
BOISE, IDAHO

BRIGGS ENGINEERING, INC.
CONSULTING ENGINEERS
BOISE, IDAHO



This document provided courtesy of TitleOne

ADAMS COTTAGE SUBDIVISION

PLAT

CERTIFICATE OF ADA COUNTY SURVEYOR

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



Jerry S. Blakely
COUNTY SURVEYOR
PLS 5359

6-23-2016
DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



Debra M. Taylor
ADA COUNTY TREASURER
6-23-16
DATE

Signed by Cynthia
Deputy Treasurer

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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



Don Brad
DISTRICT HEALTH DEPARTMENT, EHS
6-24-15
DATE

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 8th DAY OF JULY, 2016.



Jim Haman
ADA COUNTY HIGHWAY DISTRICT, CHAIRMAN
7/8/16
DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY APPROVE THIS PLAT.

Joseph D. Collins
GARDEN CITY ENGINEER
JOSEPH D. COLLINS, P.E. 4116
5-31-16
DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13th DAY OF APRIL, 2016, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Leanne Feilich
GARDEN CITY CLERK
6/2/16
DATE

CERTIFICATE OF ADA COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF ADA)
INSTRUMENT NO. 2016-05592-2

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Briggs Engineering AT 57 MINUTES PAST 3 O'CLOCK P.M., THIS 24th DAY OF June 2016, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 110 OF PLATS AT PAGES 15643 THRU 15645.

A. Olson
DEPUTY
EX-OFFICIO RECORDER
Christophe D. Blak
Fee: \$16.-



NHS COMMUNITY SERVICES, LLC
DEVELOPER
BOISE, IDAHO

BRIGGS ENGINEERING, INC.
CONSULTING ENGINEERS
BOISE, IDAHO



FOR RECORDING INFORMATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ADAMS COTTAGES SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by NHS Community Services, LLC, an Idaho limited liability company, hereafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Properties", more particularly described as follows:

ADAMS COTTAGES SUBDIVISION, according to the official plat thereof, filed in Book 110 of Plats at Pages 15643 through 15645, and recorded 6-24, 2016, as Instrument No. 2016-055922, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ARCHITECTURAL CONTROL COMMITTEE" shall mean the committee to be appointed pursuant to Article X, Section 1, below.

Section 2. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Transfer, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 3. "ASSOCIATION" shall mean and refer to Adams Cottages Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 4. "BOARD" shall mean and refer to the Board of Directors of the Association.

Section 5. "BUILDING LOT" a Lot intended for the construction of a Dwelling Unit thereon, some of which may include an attached garage.

Section 6. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association is described as Lot 1 in Block 1, Adams Cottages Subdivision, according to the official plat thereof.

Section 7. "COMMON GARAGE BUILDING(S)" shall mean and refer to a building consisting of three or more separate but attached garage units constructed on one of two sets of Garage Lots and adjoining Building Lots as more particularly described in Article V, Section 2, below.

Section 8. "DECLARANT" shall mean and refer to NHS Community Services, LLC, an Idaho limited liability company, and subject to the provisions of Article XV, Section 4, its successors, heirs and assigns.

Section 9. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 10. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the adjoining vehicular parking garage, if any, and all projections therefrom.

Section 11. "GARAGE LOT" a Lot intended for the construction of a garage thereon to be sold and owned in perpetuity with an associated Building Lot as more particularly described in Article V, below.

Section 12. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs (including but not limited to any Subdivision

identification signs, private street signs, and no parking signs), lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 13. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 14. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Lots which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "PLAT" shall mean a final subdivision plat covering any real property in Adams Cottages Subdivision, as recorded in the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto. "Plat" shall also mean a final subdivision plat covering any additional real property which may be annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

Section 16. "PROPERTIES" shall mean and refer to that certain real property hereinabove described and any additional real property annexed pursuant to the provisions of Article XIV, below.

Section 17. "SUBDIVISION" shall mean Adams Cottages Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Ada County, Idaho. "Subdivision" shall also include any additional real property shown on a final plat which is annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to levy reasonable assessments for the maintenance of the Common Area and any improvements or facilities located thereon as set forth herein below.

B. The right of the Board to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for each infraction of any of its published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

D. The right of the Board to promulgate reasonable rules and regulations governing the right of use of the Common Area by the Owners, from time to time, in the interest of securing maximum safe and fair usage thereof, without unduly infringing upon the privacy or enjoyment of

any Owner or occupant of a Lot, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking thereon.

E. Any and all easement rights granted to the Owners or reserved to the Declarant in this Declaration.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the Properties at the time of use.

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the Common Area for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns, while the Properties are under construction and until the Declarant has sold all Lots;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Properties for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area, including without limitation any concrete and/or pavement located thereon, shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;

4. Display of signs and flags to aid in the sale of any unsold Lots and Dwelling Units, or all or part of the Properties;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

Section 4. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XV, Section 3, below.

Section 5. Reservation of Development Rights: No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct Improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Properties 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 Properties are to be developed or improved.

ARTICLE III: HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Building Lot which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Building Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Building Lot shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Building Lot owned and when more than one (1) person holds an interest in a Building Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Building Lot owned by a Class A Member(s).

CLASS B: Class B Members shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Building Lot owned. The Class B Members shall be entitled to one (1) vote for each Building Lot owned. The Class B membership and the Class B voting rights shall be converted to Class A membership when the Declarant (or its successors in title to whom the

Declarant has granted the Class B voting rights, as above provided) no longer owns a Lot within the Subdivision.

The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XIV, below, the Class B membership shall not be deemed to have converted to Class A membership pursuant to subparagraph A, above, and the Class B membership shall remain in existence (or be deemed reinstated if previously converted to Class A membership) as respects all Lots owned by Declarant.

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessment, Annual Assessments, Special Assessments and Limited Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance by Declarant and upon each subsequent transfer of each Building Lot, the purchaser thereof shall pay an Initiation Assessment or Transfer Assessment, as the case may be, to the Association in the amount of \$50.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and Improvements located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration (including, without limitation, the expenses incurred in maintaining the common driveway and parking lot as set forth in Article IV, Section 3, below, the Common Garage Buildings as set forth in Article V, Section 2, below and the Irrigation Water Supply System as set forth in Article VI, below) or in the Bylaws of the Association, for a reasonable and adequate reserve fund for the performance of the Association's obligations, including without limitation, the maintenance, repair and replacement of the Common Areas and Improvements thereon and Common Garage Buildings, to be established from time to time by and in the discretion of the Board and for any other purpose reasonably authorized by the Board. The initial amount of the Annual Assessment against each Building Lot shall be \$600.00. In addition to the Initiation Assessment set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable by the purchaser thereof at the closing of the initial sale by Declarant of each Building Lot. The Board shall thereafter fix the amount of the Annual Assessment against each Building Lot at least thirty (30) days in advance of each calendar year. The Annual Assessment shall be payable to the Association without demand in installments at such intervals as may be determined by the Board. The due dates shall be established by the Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Board to fix the amount of the Annual Assessment or to deliver or mail to each Owner a notice thereof, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay the Annual Assessment. In such event, each Owner shall continue to pay the Annual Assessment last established by the Board until a new assessment amount is established.

C. Special Assessments: In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board may levy a Special Assessment, payable over such period of time as the Board shall reasonably determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a regularly scheduled meeting or a special meeting duly called for this purpose. Written notice of any meeting at which any action authorized under this paragraph above is anticipated, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board shall determine.

D. Limited Assessments: The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement, for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or his family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration, including monetary penalties therefore as set forth in Article XV, Section 1, below, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered (as set forth herein below) by the Board to the responsible Owner. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair or corrective action, together with any other cost or expense, including attorney's fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment therefore. Any such Limited Assessment shall be due within thirty (30) days of the date written notice thereof is delivered (as set forth herein below) to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment: The Initiation, Transfer, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, late fees, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Owner shall be subject to a late fee of \$20.00. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The provisions of this Paragraph G shall be in addition to any other enforcement rights of the Association, including, without limitation, the Association's right to suspend voting rights as set forth in Article II, Section 1, above.

H. Certificate of Payment: The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance unless corrected within thirty (30) days.

I. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All Lots and other property expressly dedicated to and accepted by a local public authority;
2. All Lots and other property owned by the Association;
3. All Lots and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

In lieu of paying Annual Assessments, Declarant will contribute, in a timely manner, non-refundable monies to the Association in order to support budgeted or previously agreed to operating costs (excluding any amount for reserves) in excess of current Association operating revenues, so long as Declarant owns any Lots; provided, however that Declarant's obligation hereunder shall, at Declarant's option, cease at such time as Declarant's Class B membership shall be converted to Class A membership as set forth in Section 2, above or Declarant elects, by written notice to the Association to pay Annual Assessments pursuant to the provisions of this Section 3.

Section 4. Management: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 5. Powers of Association: The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Association's Articles of Incorporation and Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Association's Articles of Incorporation and Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper

management and operation of the Common Areas and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, the Association shall have the following powers:

- A. The power to levy and collect assessments as set forth in this Declaration.
- B. The power to enforce this Declaration on its own behalf, or on behalf of any Owners who consent thereto, and to maintain actions and suits to restrain and enjoin any breach or threatened breach of the Association's Articles of Incorporation and Bylaws, this Declaration or any rules or regulations adopted by the Board.
- C. The power to enforce penalties as more specifically provided in this Declaration.
- D. The power to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and necessary as more particularly set forth in this Declaration.
- E. The power to employ such agents and independent contractors as the Board deems reasonable and necessary including, without limitation, attorneys, accountants and managers, on such terms and conditions as the Board may determine.

Section 6. Duties of Association: In addition to the duties delegated to it by the Association's Articles of Incorporation and Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents shall have the obligation to conduct all business affairs of the Association and to perform each of the following duties:

- A. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and Improvements located thereon, the Common Garage Buildings, and any other operation, maintenance and repair obligations set forth in this Declaration.
- B. To obtain and maintain for the Association the policies of insurance set forth in Article XI of this Declaration.
- C. Maintenance of an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Common Areas and Improvements located thereon, the Common Garage Buildings and any other Improvements and facilities which the Association is obligated to operate, maintain and/or repair.

Section 7. Liability of Board Members and Officers: Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers, a manager or any other representative or employee of the Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

ARTICLE IV: EASEMENTS

Section 1. General Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted and conveyed by Declarant for the installation and maintenance of utilities and drainage facilities and easements that may be set forth on the Plat, or as may be required for the development of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale by Declarant of the last Lot in the Properties to a purchaser.

Section 2. Specific Easements for Drainage Facilities: Drainage for the Properties, including Common Area and Building Lots, is provided by a system of area drains, seepage beds and sand and grease traps constructed in the locations depicted on Exhibit A attached hereto, the purpose of which is to collect, store and dispose of drainage waters from the Building Lots and Common Area. Declarant hereby declares, grants and conveys a permanent cross easement for the benefit of all Lot Owners and the Association for the collection, storage and dispersal of drainage waters in the location depicted on Exhibit A attached hereto together with the right of access thereto from time to time as necessary for the full exercise of the rights declared, granted and conveyed hereby. The easement granted and conveyed herein may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. The Association shall be responsible for the operation, maintenance and repair of the area drains, seepage beds and associated facilities, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association. In the event the surface area of any Lot is disturbed as a result of any maintenance and repair activities, the same shall be restored to the condition in which it existed prior to such repair and maintenance activity as soon as reasonably practical after completion of such repair or maintenance activity.

Section 3. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat, on Exhibit A attached hereto, or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 4. Common Driveway: Vehicular access to the Properties shall be provided by a common driveway and parking area to be constructed on a portion of Lot 1, Block 1. Declarant hereby grants and conveys a permanent easement across the common driveway and parking area, providing perpetual and indefeasible access rights for ingress and egress to each Lot. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said common driveway and parking area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. Parking of motor vehicles on the common driveway and parking area is permitted only in the areas, if any, marked and designated for motor vehicle parking. Any such parking shall be in conformance with

the requirements, limitations and restrictions contained in Article VIII, Section 13, below. The Association shall be responsible for the year-round operation, maintenance and repair, including snow removal, of the common driveway and parking area, together with any associated storm drainage facilities in accordance with the provisions of the operation and maintenance manual for said purpose, a copy of which is attached hereto as Exhibit B. The cost of performing the Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 4 are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 5. Pedestrian Access: Pedestrian access to each Lot shall be provided by sidewalks and pathways to be constructed on Lot 1, Block 1 and other portions of the Properties. Declarant hereby declares, grants and conveys a permanent pedestrian access easement over the said sidewalks and pathways, for the benefit of all Owners, providing perpetual and indefeasible access rights for pedestrian ingress and egress to the said Lots. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said sidewalks may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties. The Association shall be responsible to operate, maintain, repair and replace the said sidewalks and pathways, the cost of which shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 5 are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 6. Easements for Encroachments: If any part of an Improvement on the Common Area encroaches or shall hereafter encroach upon any Lot or Lots, a permanent easement for such encroachment and for the maintenance of the same is hereby declared to exist. If any part of a Dwelling Unit or Common Garage Building encroaches or shall hereafter encroach upon the Common Area or upon any adjoining Lot or Lots, an easement for such encroachment and for the maintenance of the same is hereby declared to exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Lots. Encroachments referred to herein shall include, without limitation, encroachments caused by engineering or surveying errors; settling, rising, or shifting of the earth; changes in position caused by construction, repair or reconstruction of any Improvements in accordance with approved plans; any encroachment due to any building overhangs or projections (including, without limitation, eaves, entry covers, porches, steps, stoops, decks, balconies, chimneys, bay windows, gables, trellises, cornices, siding, trim and other extensions of buildings and the like); and the placement of any mechanical equipment or utility facilities and the like.

Section 7. Easements of Access for Repair and Maintenance: The Declarant, the Association and each Owner shall have a blanket, perpetual easement and right of access over, across, in and to the Common Area and every Lot to be exercised from time to time and at reasonable hours as may be necessary to perform their respective maintenance and repair obligations as more fully set forth in this Declaration. Any damage caused to the Common Area or any other Lot or Dwelling Unit in the exercise of the rights granted hereunder shall be promptly

repaired at the expense of the one causing such damage. The perpetual right of access over and upon said Lots and Common Area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties.

Section 8: Side Yard Easements: The Building Lots set forth in the following table shall be and are hereby made subject to and/or are benefitted by the easements set forth and described in this Section 7 (“Side Yard Easements”).

Benefitted Lot	Burdened Lot	Location of Side Yard Easement
Lot 3	Lot 2	The Southeasterly 3 feet of Lot 2
Lot 9	Lot 10	The Northwesterly 3 feet of Lot 10
Lot 10	Lot 11	The Northwesterly 3 feet of Lot 11

The locations of the above described easements are also depicted in Exhibit C attached hereto. As used in this Section 8, the term “Benefitted Lot” shall mean a Lot which is benefitted by a Side Yard Easement and the term “Burdened Lot” shall mean a Lot burdened by a Side Yard Easement.

A. Purpose of Side Yard Easement: The purpose of the Side Yard Easement shall be to allow the Owner of the Benefitted Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side Yard Easement for any use or purpose for which the Benefitted Lot may be used, subject to applicable setbacks required by the applicable ordinances of the City of Garden City, as modified by any special or conditional use permit granted by the City of Garden City and relating to the Properties, provided that the Owner of the Benefitted Lot shall not construct any Improvements that touch the Dwelling Unit on the Burdened Lot without the Burdened Lot Owner’s written permission.

B. Easements Appurtenant: The Side Yard Easement shall be an easement appurtenant to the Benefitted Lot and cannot be separated from the Benefitted Lot or transferred or assigned by the Owner of the Benefitted Lot separate from the conveyance of fee title to the Benefitted Lot. A conveyance of fee title to the Benefitted Lot shall constitute a conveyance, transfer and assignment of all right, title and interest in and to the Side Yard Easement to the transferee of fee title to the Benefitted Lot notwithstanding any provision in the document of conveyance to the contrary or if such document of conveyance is silent with respect to such Side Yard Easement.

C. Covenants Running with Land—No Termination: The Side Yard Easement shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owners of the Burdened Lot and the Benefitted Lot and their respective successors and assigns, including each subsequent Owner of the Burdened Lot or the Benefitted Lot and all persons claiming under and through them. No Side Yard Easement shall terminate by lapse of time, nonuse or the lack of maintenance.

D. Right of Access for Burdened Lot: Notwithstanding the exclusive nature of a Side Yard Easement, the Owner or occupant of the Burdened Lot, and their employees, agents and contractors, shall have the right to enter upon the Side Yard Easement located on the Burdened Lot, if such entry is necessary for the maintenance, repair or restoration of the Improvements located on

the Burdened Lot. Any such entry by the Owner or occupant of the Burdened Lot, or their employees, agents or contractors, shall be at such times and intervals as shall minimize the inconvenience of the Owner or occupant of the Benefitted Lot and, when possible, shall be made after notice, written or oral, given to the Owner or occupant of the Benefitted Lot. The Owner or occupant of the Burdened Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side Yard Easement resulting from such entry, which repair should be made promptly after such entry, but in no event more than ten (10) days following any damage.

E. Right to Mortgage: The Owner of the Benefitted Lot shall have the right to mortgage such Owner's rights with respect to a Side Yard Easement that is appurtenant to the Benefitted Lot, if required by its mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the title to the mortgaged property. A mortgage by the Owner of a Burdened Lot shall be subordinate to and junior to the right of the Owner of the Benefitted Lot in and to a Side Yard Easement, if any, located on the Burdened Lot.

F. Maintenance of Side Yard Easements: The Side Yard Easement areas and all Improvements (except fences installed by Declarant, if any) located therein (except any Improvements installed and/or owned by the Owner of the Burdened Lot) shall be maintained and repaired in good condition by and at the expense of the Owner of the Benefitted Lot. Any fences installed by Declarant within or on the boundary of a Side Yard Easement, shall be maintained and repaired in good condition and replaced, as necessary, by the Association, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association.

G. Indemnification: From and after the date that a Side Yard Easement is declared and created as provided herein, the Owner of the Benefitted Lot shall indemnify, save and hold harmless the Owner of the Burdened Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense of whatever kind or nature, including attorney's fees, arising from or relating to the use by the Owner of the Benefitted Lot of the Side Yard Easement located on the Burdened Lot.

H. Duration: The Side Yard Easements herein declared and created shall be in force and effect from and after the recordation of this Declaration, and thereafter shall be perpetual easements running with the land.

I. No Third Party Beneficiary Rights: The provisions of this Section 8 are not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person who is not an Owner, user or occupant of the Benefitted Lot.

Section 9. Private Water Line Easements: The Declarant hereby declares, grants, conveys and reserves to itself and each Owner a blanket, permanent easement and right of way over, across, in and to the Common Area for the installation, operation, maintenance, repair and replacement of private underground domestic water service pipelines, together with the right of access thereto from time to time as necessary for full exercise of the rights declared, granted and conveyed hereby, which said easements may not be terminated or extinguished without the written

consent of any Owner exercising such easement rights. In addition, domestic water for Lots 2 and 3 is provided through private underground water service pipelines constructed and installed in Lot 14 in the location depicted on the Plat. Declarant hereby declares, grants and conveys a permanent easement for the benefit of Lots 2 and 3 for the installation, operation, maintenance, repair and replacement of said underground water service pipelines, together with the right of access thereto from time to time as necessary for full exercise of the rights declared, granted and conveyed hereby in the location depicted on the Plat. The easement granted and conveyed herein may not be terminated nor extinguished without the written consent of all Owners having any interest in Lots 2 and 3. The Owners of any Lots, including without limitation Lots 2 and 3, exercising any easements rights hereunder shall be responsible, at their own expense, for the operation, maintenance, repair and, as necessary, replacement of such underground pipelines. In the event the surface area of any Lot or the Common Area is disturbed as a result of any maintenance, repair or replacement activities, the same, including any concrete and or pavement thereon, shall be restored to the condition in which it existed prior to such repair and maintenance activity as soon as reasonably practical after completion of such repair or maintenance activity.

ARTICLE V: GARAGES

Section 1. Garage Lots: Each Building Lot, except Lots 3, 9, 13, and 14 shall be sold and owned, in perpetuity, together with a separate Garage Lot in accordance with the ownership table set forth below. Every such Building Lot shall hereafter only be transferred, sold or conveyed together with its associated Garage Lot, and neither such Building Lot nor Garage Lot may be sold, transferred or conveyed separately.

Building Lot No.	Garage Lot No.
2	4
15	5
10	6
11	7
12	8

The Dwelling Units on Lots 3, 9, 13 and 14 shall be designed and constructed to include an attached garage for at least one (1) motor vehicle.

Section 2. Creation; Use Rights: There will initially be two sets of Garage Lots, being Lots 4 and 5, and Lots 6 through 8. Each such set of Garage Lots will have constructed thereon a Common Garage Building consisting of separate but attached garage units. The Common Garage Building for Lots 4 and 5 shall include three garage spaces, one each on Lots 4 and 5 and the garage for Lot 3. The Common Garage Building for Lots 6 through 8 shall include four garage spaces, one each on Lots 6, 7 and 8 and the garage for Lot 9. Each of the Common Garage Buildings will include party walls, being the common walls between two garage units, separating the garage units. Such party walls are intended to be constructed upon the Garage Lot boundary lines separating adjoining Garage Lots. To the extent any party wall exists, encroaches or overlaps upon another Lot, there is hereby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's garage unit, provided that an Owner shall not drive, place or cause to be driven or placed

any nail, bolt, screw or other object into a party wall which penetrates the surface of such party wall more than one inch. Each respective Owner shall own to the centerline of any party wall.

Section 3. General Rules of Law to Apply: Each wall which is built as a part of the original construction of a Garage Building and placed on the dividing line between the any Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4. Repair and Maintenance: The Association shall be responsible for the maintenance and repair of the structural elements of the Common Garage Buildings, including the foundation, walls, beams and trusses, all exterior surfaces, including doors, windows and roofing, all electrical and mechanical systems and equipment which serves more than one garage unit, and any other portions of the Common Garage Buildings which are not the responsibility of the Owners, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association to all Owners; provided, however, that each Owner shall be responsible for the cost of any repair or maintenance necessitated by the negligence or willful misconduct of an Owner or such Owners invitees, tenants or other persons occupying such Owner's Dwelling Unit. The Owner shall be responsible for the maintenance and repair of the interior surfaces of their respective garage spaces, including sheetrock and finishing materials and any other interior improvements installed by such Owner. The cost of the reasonable repair and maintenance of a party wall shall be shared equally by the Owners having an interest in the party wall.

Section 5. Insurance: Unless all Owners having an interest in a Common Garage Building shall agree otherwise in writing, each such Owner shall obtain and maintain: (a) a multi-peril-type policy of insurance covering such Owner's interest in the Common Garage Building, providing at a minimum of fire and extended coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; and (b) a comprehensive policy of public liability insurance with limits of liability of at least \$1,000,000 for bodily injury and property damage.

Section 6. Destruction by Fire or Other Casualty: If a Garage Building is destroyed or damaged by fire or other casualty, all Owners having an interest therein shall contribute to the cost of restoration thereof equally, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this paragraph, an Owner who by negligent or willful act or acts causes a party wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such party wall.

Section 7. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors.

ARTICLE VI. IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply System: All Lots and Common Area shall be connected to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners, in accordance with the following provisions:

A. Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association.

B. The Association may contract with a qualified operation and maintenance company or persons to manage the Irrigation Water Supply System for the Association.

C. The Association shall be responsible for the maintenance and repair of the Irrigation Water Supply System, including, without limitation, the operation, maintenance, repair or replacement of any component of the sprinkler irrigation system located on the Common Area and all Building Lots, provided however, that each Owner shall be responsible for the cost of any repair or maintenance necessitated by the negligence or willful misconduct of an Owner or such Owners invitees, tenants or other persons occupying such Owner's Dwelling Unit..

D. The Association shall be responsible to pay the charges and assessments levied by the water supplying authority, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association to all Owners.

Section 2. Easement: Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, and declares, grants and conveys to the Association a nonexclusive easement as depicted on the Plat, for construction, operation, maintenance, repair and replacement of the pressurized Irrigation Water Supply System.

ARTICLE VII: MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall be responsible to provide for the operation, maintenance, repair and replacement of the (a) Common Areas and any Improvements located thereon or otherwise described herein as being the Association's responsibility, including, without limitation, the common driveway and parking lot together with any associated drainage facilities, sidewalks, pathways, lighting, landscaping, benches, fountains, statuary and other decorative elements located thereon, (b) all landscape plantings, trees and lawn area located on any Building Lot, (c) all directional and community identification signage, (d) the structural elements of the Common Garage Buildings, including foundation, walls, beams and trusses, all exterior surfaces thereof, including doors, windows and roofing and all electrical and mechanical systems and equipment therein which serves more than one garage unit, and any other portions of the Common Garage Buildings which are not the responsibility of the Owners, (e) the drainage areas, seepage beds and related facilities described and depicted in Exhibit A attached hereto, (f) the Irrigation Water Supply System, and (g) any other Improvement or

element of the Properties described herein as being the Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas as required in this Section 1 shall include responsibility for watering the same as needed to maintain them in a healthy condition, free from weeds and other noxious plant materials, and not permitting grasses to exceed four inches (4") in height. It shall also include responsibility for removal and replacement of diseased or dead trees, shrubs and other landscaping, subject to obtaining any required tree removal permit from the local municipal authority and the terms of Article X of this Declaration. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 3, Paragraph D, above. Declarant hereby grants and conveys to the Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibility: Each Owner shall at all times keep his or her Building Lot(s) and Dwelling Unit in good and attractive condition, in good repair, and in compliance with all applicable covenants and municipal ordinances, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to Section 1 above or any other provisions of this Declaration. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather. All such reconstruction shall first be approved by the Architectural Control Committee as provided in Article X, below, and shall conform in all respects with the provisions of this Declaration, including, without limitation, all easements set forth or described herein.

Section 3. Failure of Owner to Maintain: If any Owner fails to properly perform his or her maintenance responsibility, the Association may, but is not obligated to, perform such maintenance responsibilities on behalf of such Owner and assess the Owner for a Limited Assessment in accordance with Article III, Section 3 of this Declaration; provided, however, that except when entry is required due to an emergency situation, the Association shall provide the Owner with at least fifteen (15) days prior written notice of the Owner's failure and an opportunity to cure the problem prior to entry.

Section 4. Common Area Lighting: The Association shall be responsible for the operation, maintenance and repair of any lighting installed in the Common Area. Electrical power for said Common Area lighting may be connected to the electrical power supplied and metered to some or all of the Building Lots, in which case the Owner of the Building Lot supplying electrical power to the Common Area lighting shall be responsible for the payment of the cost of the same and shall be prohibited from disconnecting or in any way altering the said Common Area lighting or any fixtures or components related thereto, without the prior written approval of the Board.

ARTICLE VIII: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said Properties, or of any interest therein.

Section 1. Lot Use: Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct Dwelling Units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Dwelling Unit as a sales office or model home for purposes of sales in the Subdivision, (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal, business or professional records or accounts in such Owner's residence, or (d) garage sales, provided that no Owner may conduct more than one (1) garage sale in any twelve (12) month period and no individual garage sale may exceed three (3) days in length.

Section 2. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that two dogs (excluding Pit bulls, Rottweilers, Chow Chows, German Shepherds, Doberman Pinschers, Siberian Huskies, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, Wolf-Hybrids, any dog that has been used or trained for dog fighting or which has a history of aggressive behavior or biting, and other breeds designated in the rules and regulations adopted by the Board, as the same may be amended from time to time), cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee.

Section 3. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, recycling or other waste. No garbage, recycling or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any equipment for the storage or disposal of such material must not violate setback restrictions, must be stored out of sight and enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee, shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances and regulations.

Section 4. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots and any changes in such lighting must be approved in advance by the Architectural Control Committee.

Section 5. Residing in Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

Section 6. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Architectural Control Committee.

Section 7. Reserved

Section 8. Rental Restrictions: An Owner shall be entitled to rent or lease his or her Dwelling Unit for no less than a 30 day term, subject to the following:

A. Written Rental Agreements. A written rental or lease agreement is required specifying that: (i) the tenant shall be subject to all provisions of this Declaration and the Association's Bylaws and any rules and regulations adopted by the Association, and (ii) failure to comply with any provision of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association shall constitute a default under the rental agreement.

B. Tenant Must Be Given Documents. The Owner must give each tenant a copy of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association.

C. Owner Responsibility. The Owner shall be responsible for any violations by his/her tenants of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association and shall be solely responsible for either correcting or eliminating such violations.

D. Tenant Screening. All tenants must be screened for credit, criminal background, acceptable rental history or home ownership.

Section 9. Fences: The Architectural Control Committee will establish a standard fence design. No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, color, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.

Section 10. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

Section 11. Signs: No sign of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling Unit, fence or other Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision except as provided below:

A. "For Sale" or "For Rent" Signs. An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

B. Declarant's Signs. Signs or billboards may be erected by Declarant and are exempt from the provisions of this Section.

C. **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

D. **Subdivision Identification Signs.** Signs, monumentation or billboards may be erected by Declarant to identify the Subdivision, with approval from the local jurisdictional authority, if applicable.

E. **Commercial Vehicle Emblems.** Vehicles displaying commercial emblems may be kept or parked on the Properties only as provided in Section 13, below.

Section 12. **Subdividing:** No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

Section 13. **Parking Rights:** The Board shall assign to each Owner a parking space in the common parking lot for said Owner's exclusive use. Any automobile or other vehicle used by any Owner shall be parked only in the garage which is owned by such Owner or in the Owner's assigned parking space. Any unassigned parking spaces shall be used only by an Owner's guests and invitees. No campers, boats, boat trailers, recreational vehicles, recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Properties at any time; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked in an Owner's garage or assigned parking space for a period not to exceed 24 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. There shall be no parking of any vehicles and/or equipment (i) anywhere on the Properties except in an Owner's garage or in marked parking spaces, or (ii) in areas prohibited by the applicable fire authority.

Section 14. **Mail Boxes:** Mail boxes shall be provided for each Lot in one or more clusters to be constructed and located by Declarant in consultation with the Postal Service. All such mailbox facilities shall be maintained by the Association or the Postal Service.

Section 15. **Exterior Holiday Decorations:** Lights or decorations may be erected on the exterior of the Dwelling Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Dwelling Unit which are part of the original construction or have been properly approved as permanent improvements by the Architectural Control Committee may be installed thirty (30) days prior to the holiday celebration and shall be removed within thirty (30) days after the holiday has ended.

Section 16. Porches: No porch constructed with or on any Dwelling Unit may be enclosed unless first approved by the Architectural Control Committee. All porches shall be kept in a neat and attractive condition. No porch may be used for the storage of an Owner's personal property, including, without limitation, bicycles; provided, however that outdoor furniture, potted plants and other décor may be kept for use thereon.

ARTICLE IX: BUILDING RESTRICTIONS

Section 1. Building Restrictions: All Dwelling Units shall conform to the architectural schematics approved by the Garden City Design Review Committee containing a date stamp of November 17, 2014, copies of which are attached hereto as Exhibit D. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than those which are in compliance with the approved schematics and as approved by the Architectural Control Committee in accordance with the provisions of Article X, below.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as set forth on the Plat or as otherwise required by the applicable governmental agency having jurisdiction.

Section 3. Landscaping: Landscaping on the Properties shall be in compliance with the plant palette and landscape plan approved by the Garden City Design Review Committee containing a date stamp of November 17, 2014, a copy of which is attached hereto as Exhibit E. Each Building Lot shall be fully landscaped in accordance with the approved plant palette and a landscape plan approved by the Architectural Control Committee in accordance with the provisions of Article X, below. No changes may be made to any landscaping unless in compliance with the said plan and plant palette and approved in writing by the Architectural Control Committee.

Section 4. Grading and Drainage: The Owner of any Lot within the Properties in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of local code or by the Association shall maintain and repair all graded surfaces and erosion control prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District or other public agency, and plantings and ground cover installed or completed thereon. Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties except to the extent contemplated by the provisions of Article IV, Section 2, above. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

ARTICLE X: ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as it owns any Lot and thereafter by the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

B. Building Plan: A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

C. Landscape Plan: A complete landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate

and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Governmental Approvals: Approval by the Architectural Control Committee shall not imply that Improvements meet any applicable federal, state and/or local laws

and ordinances, and does not assure approval of the Improvements by any governmental or quasi-governmental agency, board or commission. All Owners shall insure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances and have been properly approved.

Section 10. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the Office of the County Recorder where this Declaration is recorded, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 11. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes and may, by written authorization, permit other builders to use Dwelling Units owned by them as such models.

Section 12. Exemption of Declarant: The Declarant and any entity affiliated with Declarant shall be exempt from the requirements of this Article X. For purposes of this Section, an entity affiliated with Declarant shall be deemed to include any entity owned by Declarant, any entity which owns Declarant, and any entity which shares any common ownership with Declarant.

ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

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

B. A comprehensive policy of public liability insurance with limits of liability of at least \$1,000,000 for bodily injury and property damage covering all of the Common Areas. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

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

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

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

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the State of Idaho.

Section 4. Owner's Insurance: Each owner shall obtain multi-peril casualty and public liability insurance on his Dwelling Unit and its contents at his own expense.

ARTICLE XII: CONDEMNATION

If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof all compensation, damages, or other proceeds therefrom shall be payable to the Association owning the condemned Common Area.

ARTICLE XIII: Not Used

ARTICLE XIV: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property into the subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the Declarant with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land, including without limitation, the exercise of such voting rights as are set forth in Article III, Section 2, above. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any such real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of the County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation: Declarant (but not any other Owner) may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the official records of the County where this Declaration is recorded in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Properties.

ARTICLE XV: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that: (a) a majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation of any of the restrictions, conditions or covenants contained in this Declaration; (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (c) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (d) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. Any Owner desiring to challenge or contest the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall be levied and collected by the Association as a Limited Assessment as provided in Article III, Section 3, above. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership in the Association; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights, powers, reservations, authorities or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

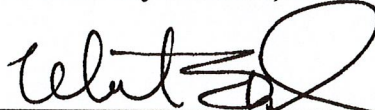
Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this 16th day of MAY, 2016.

DECLARANT:

NHS Community Services, LLC

By:


AUTHORIZED AGENT/MEMBER

STATE OF IDAHO)

: SS

County of Ada)

On this 16th day of May, 2016, before me, a notary public, personally appeared Michael Shepard, known or identified to me to be the Member of NHS Community Services, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Sabrina Durtsch
Notary Public for Idaho
Residing at Boise Idaho
My Commission Expires 4-19-18

EXHIBIT A

Drainage Easement Areas

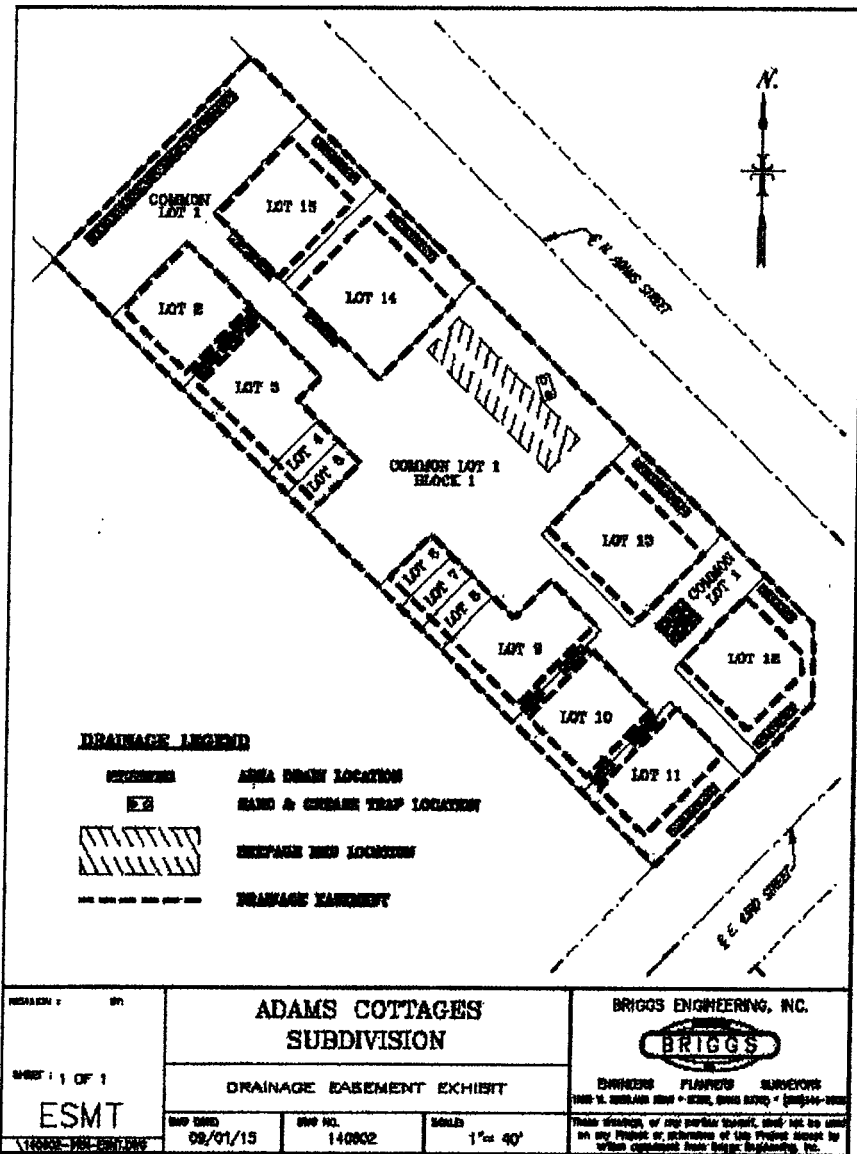


EXHIBIT B

Common Driveway and Parking Lot Operation and Maintenance Manual

(see attached)

**MANUAL FOR OPERATION & MAINTENANCE
OF
ACCESS, PARKING
&
STORMWATER FACILITIES
AT
ADAMS COTTAGES**

Garden City, Idaho

November 2015

BRIGGS ENGINEERING, INC.

1800 W. Overland Road
Boise, Idaho 83705-3142
(208) 344-9700

OPERATION AND MAINTENANCE MANUAL
ACCESS, PARKING & STORM DRAINAGE SYSTEM
ADAMS COTTAGES

Contents

- ◆ Maintenance Narrative
- ◆ Copy of subdivision Plat (8 ½ X 11)
- ◆ Engineering Drawings (11 X 17)

OPERATION AND MAINTENANCE MANUAL
ACCESS, PARKING & STORM DRAINAGE SYSTEM
ADAMS COTTAGES

PURPOSE OF MANUAL

The purpose of this document is to assist the Adams Cottages Homeowners Association (ACHA) in maintaining the access, parking and storm drain system within Adams Cottages. This document will help the (ACHA) schedule annual maintenance measures that will increase the life of both the pavement and the storm drainage facilities.

The access for the above mentioned development consists of 24-foot wide access section with pavement and concrete valley gutter, curb and gutter, sidewalk and edge curbing. The storm drainage system consists of a catch basin, storm drain pipe, and a seepage bed under the entry and adjacent parking . These facilities can be seen on the following construction plans:

- 1) Adams Cottages Subdivision - Briggs Engineering drawing number 140602, These plans are made a part of this manual by reference.
 - a) CV – Cover Sheet
 - b) SP – Site Plan
 - c) GRD – Grading and Drainage Plan
 - d) UTIL – Utility Plan
 - e) DETL – Details

ESTIMATED COST OF MAINTENANCE

Light maintenance activities consist of: Annual Cleaning of the Drainage System Catch Basin and Sand & Grease Trap; Spring and Late Fall sweeping of the hard surfaces; and Regular trash removal from the common area. Estimate cost to complete Light Maintenance is \$1000.00 per year

Heavy Maintenance activities consist of: Sealing Paved Areas every five years with an annual budget of \$800.

OPERATION AND MAINTENANCE MANUAL
ACCESS, PARKING & STORM DRAINAGE SYSTEM
ADAMS COTTAGES

MAINTENANCE REQUIREMENTS

PAVEMENT: The pavement will need to be sweep bi-annual to remove the dirt and sand from the pavement surface. Pavement sweeping help prevent excessive wear of the pavement surface and accumulation of sediment in the drainage sand & grease trap. The first sweep should be done after snow has subsided and before significant spring rainfall. The second after most of the leaves have fallen in the fall and before significant snowfall. After bi-annual sweeping, is completed the pavement will need to inspected evaluate the pavement's status. If the inspection shows any structural failures similar to cracking or pavement deterioration a licensed asphalt contractor shall be contacted to complete the repairs.

The pavement will also require sealing once every five to seven years to extend the life of the street. This process should be performed by a licensed asphalt contractor

PIPE: It important to keep the storm drainage pipes free of debris. If the storm drainage run off into the catch basins appear sluggish, or if storm runoff is not freely draining into catch basins, call a septic cleaning company to maintain the line, catch basin and sand & grease trap. If the slow storm water condition does not subside after cleaning contact a civil engineer to evaluate the condition and recommend appropriate action..

SEEPAGE BEDS: Routine maintenance of the seepage beds is not necessary. However, it is important to clean the sand & grease traps annually. Failure to provide adequate maintenance will compromise the seepage beds requiring replacement.

TRASH CLEANUP: During the periodic inspections, any trash found within the boundary of the access and common area shall be collected and disposed of offsite.

All heavy maintenance should be review by registered engineer and performed by a licensed contractor.

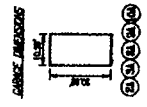
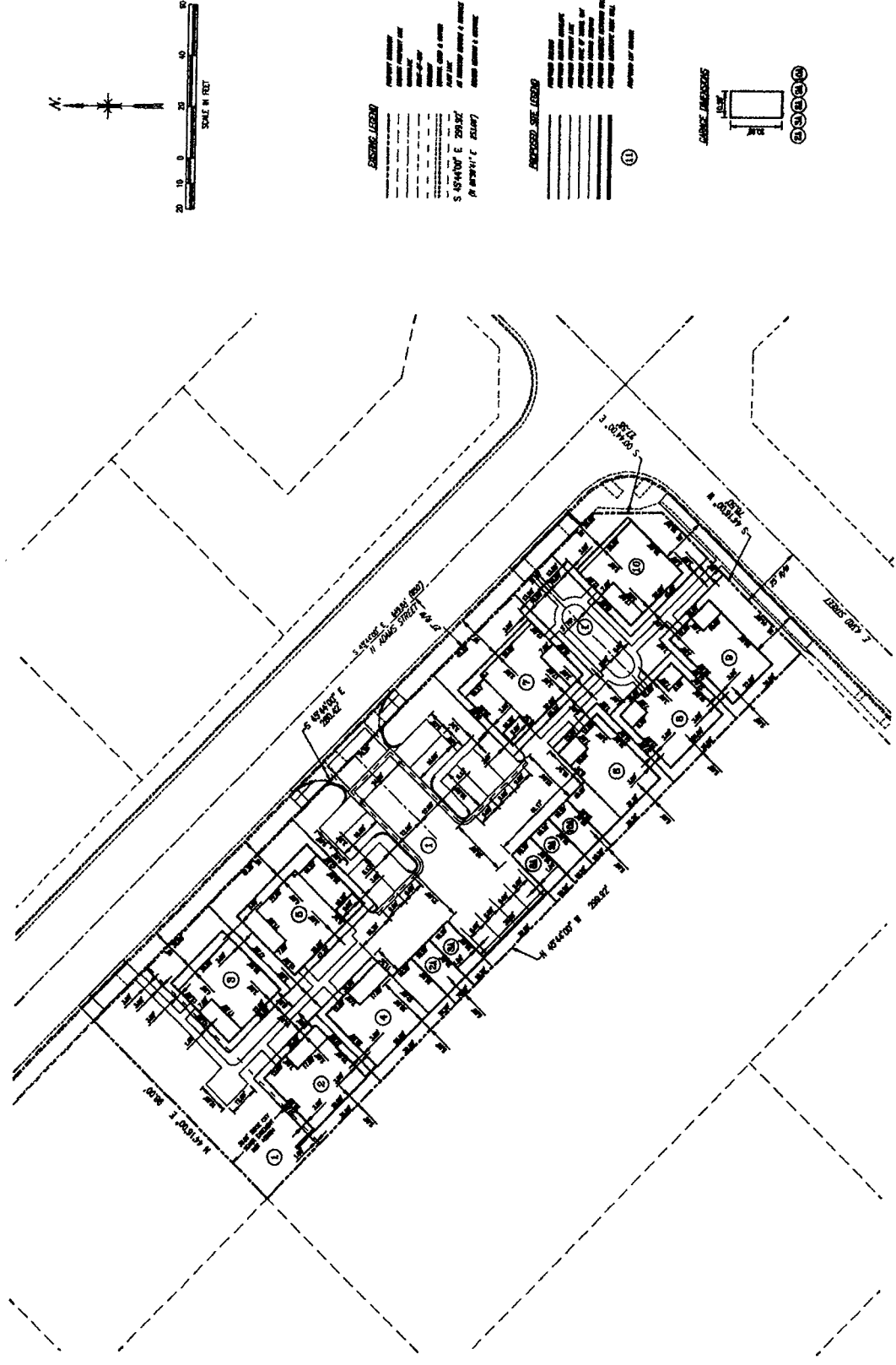
ADAMS COTTAGES SUBDIVISION
SITE PLAN

DATE: 02/25/15
JOB NO. 14402
SCALE: 1" = 20'

BRIGGS ENGINEERING, INC.
BRIGGS
 ENGINEERS PLANNERS ARCHITECTS
 1000 S. GARDNER ROAD • SUITE 200 • FARMINGTON, CT 06030
 PHONE: 860.634.2000
 FAX: 860.634.2001
 WWW.BRIGGS-ENGINEERING.COM



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PROPOSED SITE LEGEND

- 1" = 20'
- 2" = 40'
- 3" = 60'
- 4" = 80'
- 5" = 100'
- 6" = 120'
- 7" = 140'
- 8" = 160'
- 9" = 180'
- 10" = 200'

EXISTING LEGEND

- 1" = 20'
- 2" = 40'
- 3" = 60'
- 4" = 80'
- 5" = 100'
- 6" = 120'
- 7" = 140'
- 8" = 160'
- 9" = 180'
- 10" = 200'

APPROVED FOR CONSTRUCTION 06/25/16

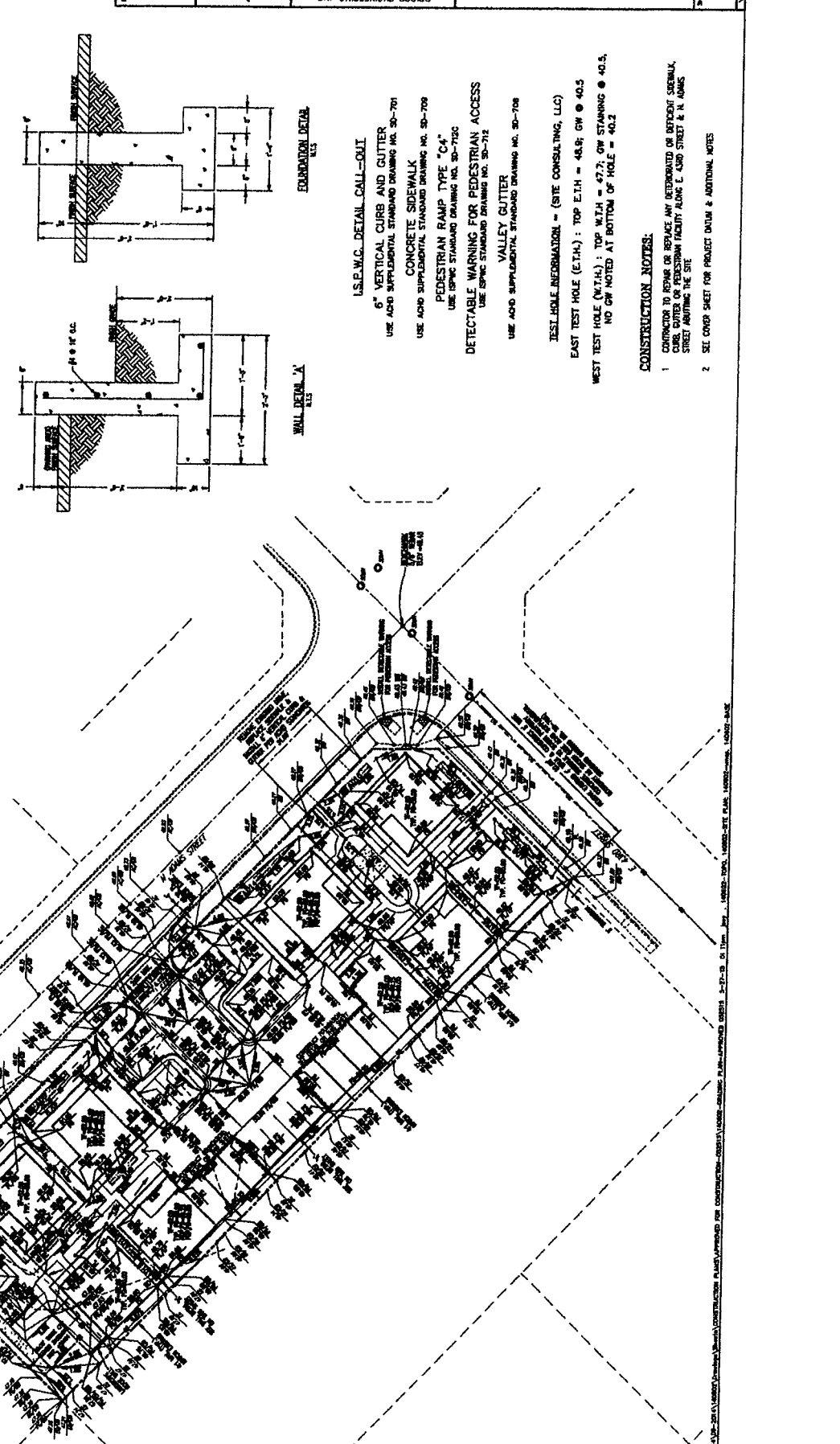
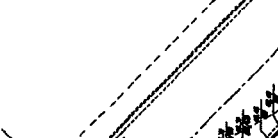
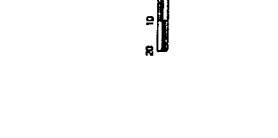
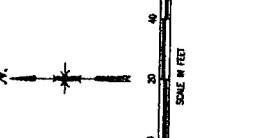
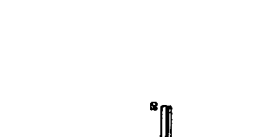
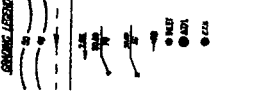
ADAMS COTTAGES SUBDIVISION
 GRADING AND DRAINAGE PLAN
 SCALE: 1" = 20'
 SHEET NO. 140822
 DATE: 05/25/16

BRIGGS ENGINEERING, INC.
 ENGINEERS
 PLANNERS
 SURVEYORS

BRIGGS
 ENGINEERS
 PLANNERS
 SURVEYORS

3 OF 3
 GRD

- GENERAL NOTES:**
1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND RECORD THEM ON THE PLAN.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CONSTRUCTION CODES.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS GRADING AND DRAINAGE CODES.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS EROSION CONTROL CODES.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS TREE PROTECTION CODES.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS FLOOD DAMAGE PREVENTION CODES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS LANDSCAPE ARCHITECTURE CODES.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS HISTORIC PRESERVATION CODES.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CULTURAL RESOURCE MANAGEMENT CODES.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENVIRONMENTAL PROTECTION CODES.
 11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS AIR QUALITY CODES.
 12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS WATER QUALITY CODES.
 13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS SOIL CONSERVATION CODES.
 14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS WILDLIFE AND BIRDS CODES.
 15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-SMUGGLING CODES.
 16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-TERRORISM CODES.
 17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-CYBERSTALKING CODES.
 18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-IDENTITY THEFT CODES.
 19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-TRAFFIC CODES.
 20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-DRUG CODES.
 21. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-GAMING CODES.
 22. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-PROSTITUTION CODES.
 23. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-PORN CODES.
 24. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-OBSCENITY CODES.
 25. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-CHILD ABUSE CODES.
 26. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-SEXUAL ABUSE CODES.
 27. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-CHILD LABOR CODES.
 28. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-SLAVERY CODES.
 29. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-TRAFFICKING CODES.
 30. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-HUMAN RIGHTS VIOLATIONS CODES.
 31. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-DISCRIMINATION CODES.
 32. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-HARASSMENT CODES.
 33. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-STALKING CODES.
 34. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-INTIMIDATION CODES.
 35. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-REVENGE CODES.
 36. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-RETRIBUTION CODES.
 37. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-REVENGE AND RETRIBUTION CODES.
 38. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-REVENGE AND RETRIBUTION CODES.
 39. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-REVENGE AND RETRIBUTION CODES.
 40. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ANTI-REVENGE AND RETRIBUTION CODES.



SCALE IN FEET

APPROVED FOR CONSTRUCTION 06/25/16

EXHIBIT C

Depiction of Location of Side Yard Easements

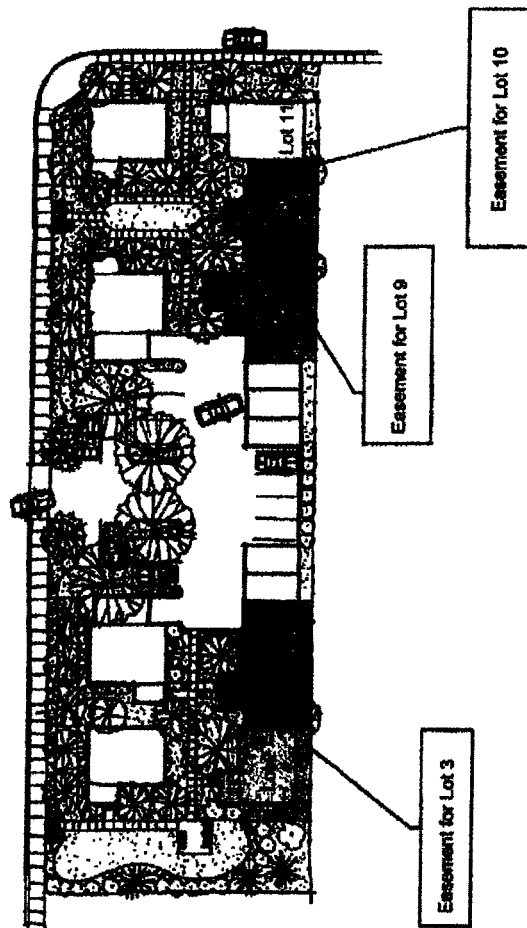
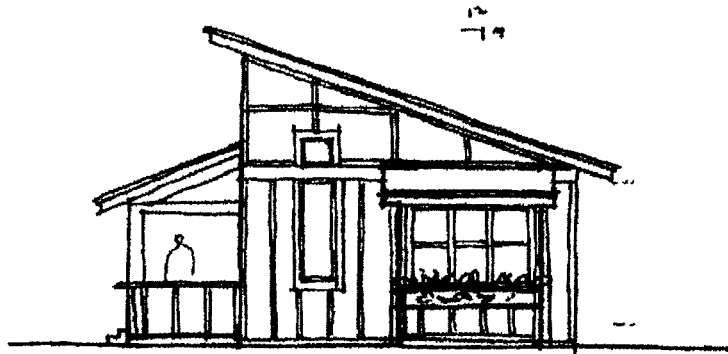
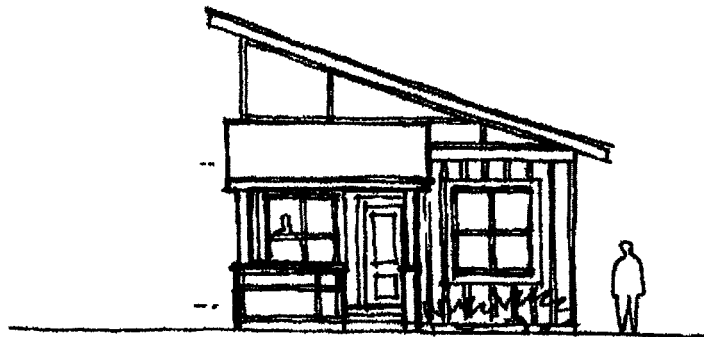


EXHIBIT D

Approved Architectural Schematics



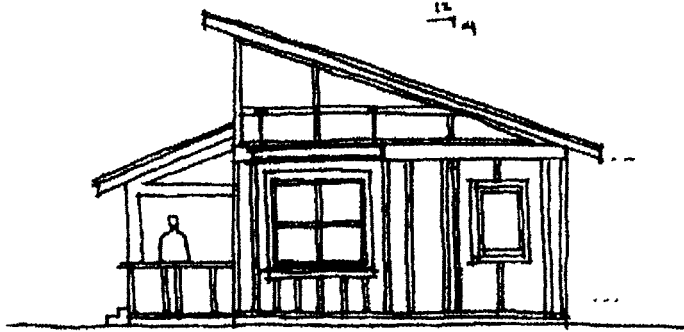
COTTAGE A - SIDE PORCH, END ELEV.
DINING DAY



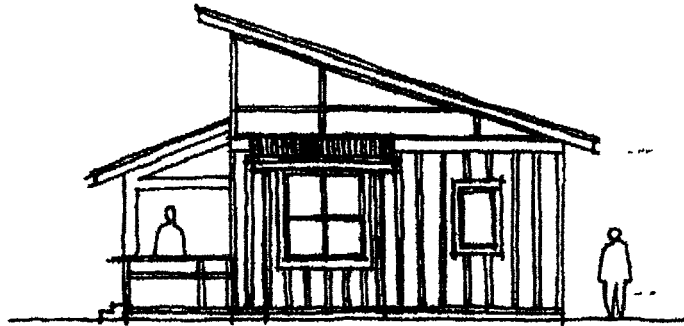
COTTAGE A - END PORCH, END ELEV
A-1 Sun

NHS COTTAGES
M. L. C. A.
P. L. C. A.
11-6-49
V. C. L. A.

PAGE 1



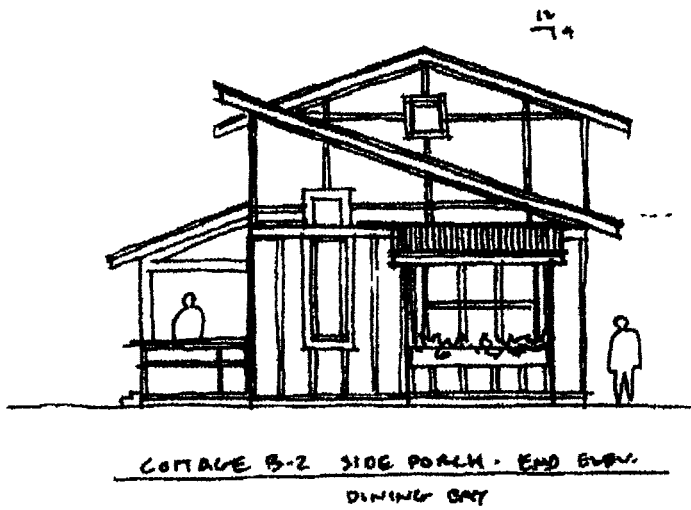
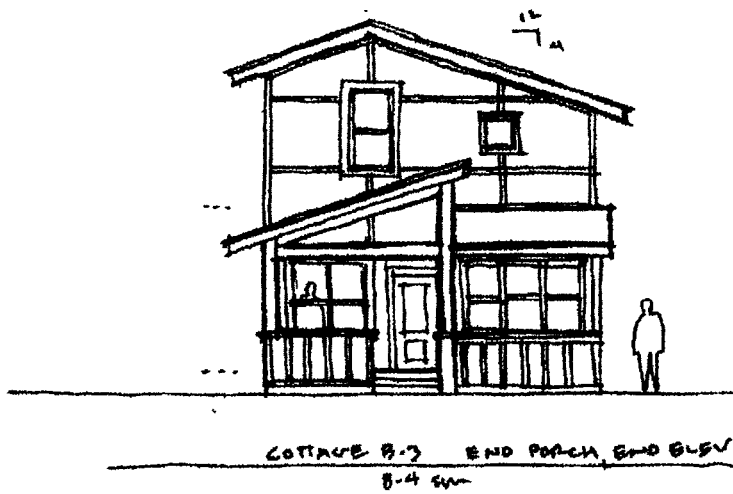
COTTAGE A-1 SIDE PORCH, END ELEV
W
METAL CANOPY



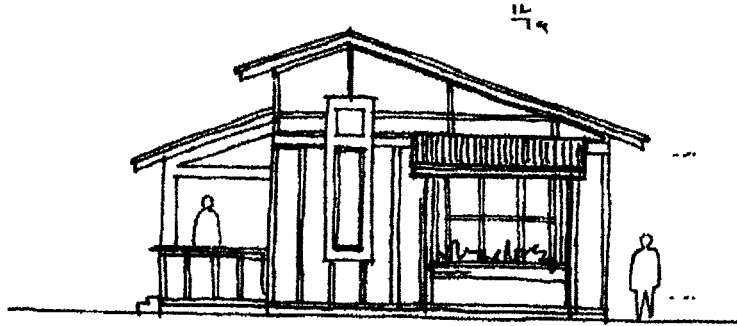
COTTAGE A-1 SIDE PORCH, END ELEV
BAY WINDOW.

NKS COTTAGES
MCLA
PANEL 11-6-14
1/8" = 1'-0"

PAGE 2



NHS COTTAGES
M+CA
REGULAR 11-6-84
8' x 10" PAGE 3

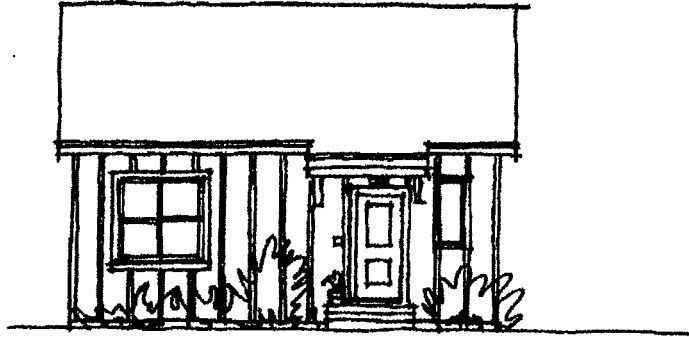


COTTAGE A - SIDE PORCH END ELEV.
DINING BAY

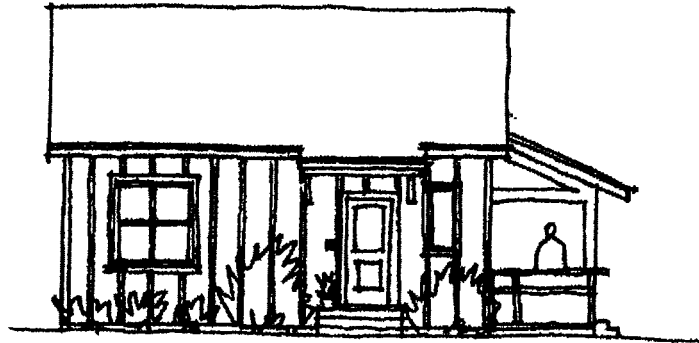


COTTAGE B - END PORCH END ELEV.
B-4 side

NAS COTTAGES
M-24
1-16-19
D-1-0 PAGE



COTTAGE A - SIDE PORCH (OPPOSITE SIDE) W/ STUOP @ STREET



COTTAGE A - END PORCH W/ STUOP @ STREET SIDE

NHS COTTAGES
M+CA
ANELL 1-6-19
8' 1" 0" PAGE 5

EXHIBIT E

Approved Plant Palette and Landscape Plan

