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**ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERON RIVER (PARKSTONE SUBDIVISION)**

This Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Eleventh Amendment**") is made effective as of JUNE 13<sup>th</sup>, 2018, by River Stone, LLC, an Idaho limited liability company ("**Grantor**" and "**Class B Member**"), successor in interest to Heron River Development, LLC, an Idaho limited liability company.

**RECITALS:**

1. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is described and depicted on Exhibit A (the "**Phase 10 Property**").
2. Pursuant to Section 1.1 of the Declaration of Covenants, Conditions and Restrictions for the Property, re-recorded on March 2, 2007, as Ada County Instrument No. 107030954 ("**Declaration**"), Grantor has the right to develop additional phases by recording further amendments; and pursuant to Section 14.2.1, Grantor has the right to amend the Declaration, and any previous amendments thereto.
3. On March 11, 2008, Granter caused to be recorded against the Property, as Instrument No. 108028492, official records of Ada County, Idaho, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**First Amendment**").
4. On July 2, 2009, Grantor caused to be recorded against the Property, as Instrument No. 109078208, official records of Ada County, Idaho, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Second Amendment**").
5. On April 21, 2010, Grantor caused to be recorded against the Property, as Instrument No. 110036579, official records of Ada County, Idaho, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Third Amendment**").
6. On December 5, 2012, Granter caused to be recorded against the Property, as Instrument No. 112128043, official records of Ada County, Idaho, that certain Fourth

Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Fourth Amendment**").

7. On October 17, 2013, Grantor caused to be recorded against the Property, as Instrument No. 113116347, official records of Ada County, Idaho, that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Fifth Amendment**").

8. On August 7, 2014, Grantor caused to be recorded against the Property, as Instrument No. 2014063701, official records of Ada County, Idaho, that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Sixth Amendment**").

9. On December 18, 2014, Granter caused to be recorded against the Property, as Instrument No. 2014-102198, official records of Ada County, Idaho, that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Seventh Amendment**").

10. On February 23, 2015, Granter caused to be recorded against the Property, as Instrument No. 2015-013968, official records of Ada County, Idaho, that certain Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Eighth Amendment**").

11. On December 29, 2016, Grantor caused to be recorded against the Property, as Instrument No. 2016-126501, official records of Ada County, Idaho, that certain Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Ninth Amendment**").

12. On June 22, 2017, Grantor caused to be recorded against the Property, as Instrument No. 2017-073446, official records of Ada County, Idaho, that certain Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Tenth Amendment**").

13. Granter now desires to amend the Declaration as set forth below, and declare the Phase 10 Property and each lot, parcel or portion thereof, is, and/or shall be, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions set forth in the Declaration as amended hereby.

14. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, and Tenth Amendment shall be further amended by the

terms hereof. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

NOW THEREFORE, Granter declares that the Phase 10 Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 10 Property, and to enhance the value, desirability and attractiveness of the Phase 10 Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Phase 10 Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Phase 10 Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Phase 10 Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Heron River (Parkstone Subdivision) Homeowners' Association, Inc.

1. The Declaration is hereby amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.7 below:

1.1.7 Parkstone Subdivision No. 10, according to the official plat thereof recorded on the 10th day of May, 2018, as Instrument No. 2018-042318, in Book 113 of Plats at pages 16709 through 16711, records of Ada County, Idaho is hereby made subject to the Declaration.

2. A copy of the final plat for Parkstone Subdivision No. 10 is attached hereto as **Exhibit A** and is incorporated into the Declaration as if set forth in full therein. The Common Area lots in Parkstone Subdivision No.10 are as reflected on the final plat attached hereto as Exhibit A.

3. The lots in Parkstone Subdivision No.10 are designated as Countryside Lots in accordance with supplement to **Exhibit C-1** attached to this Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions, as amended hereunder. The supplement to Exhibit C-1 is incorporated into the Declaration as if set forth in full therein, but applies only to the Phase 10 Property.

4. Notwithstanding anything in the Declaration, the Association shall not have the power to levy assessments upon any portion of the Phase 10 Property until a building permit has been issued for a residence upon that particular Building Lot, or until title to

that Building Lot has been transferred to an Owner other than Grantor (or Grantor's successor or assign), whichever comes first. In no case may the Association levy an assessment upon a Common Area lot. This in no way limits the other exemptions and rights granted to Grantor in Section 4.19 of the Declaration.

5. The following sections of the Declaration are not applicable to the Phase 10 Property: 4.1.4, 4.1.5, 4.1.7, 5.3.2, 5.5.1.1, and 12.2. With respect to Phase 10 Property, these sections are deleted and replaced as follows:

**4.1.4 Accessory Structures.** Detached Garages, outbuildings, and storage sheds shall not be more than 150 sq. ft. in size and no higher than 8 ft. in height, unless approved by the Countryside Architectural Design Committee. The locations of such structures are subject to approval of the Countryside Architectural Design Committee. Detached garages built after the initial construction of the home must conform to the Countryside Architectural Design Guidelines and shall be submitted to the Countryside Architectural Design Committee for review. Permanent Basketball Standards are not permitted and Temporary Standards shall be stored indoors overnight. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located unless approved by the Countryside Architectural Design Committee.

**4.1.5 Driveways.** All access driveways shall be constructed of scored concrete. Asphalt driveways will not be permitted. All driveway approaches shall be concrete.

**4.1.7 Fencing.** Any privacy fence may begin four feet (4') behind the main facade of the home. Homeland Mocha Walnut vinyl privacy fencing and 5 foot Western 3-rail wrought iron fencing are permitted and shall be reviewed by Countryside Architectural Design Committee. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge, or boundary wall is situated. Any fence or boundary wall constructed on or near the lot line common to one or more Building Lots shall be constructed as a "good neighbor" fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street and shall be in compliance with applicable City of Star ordinances. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and

material to that other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the Countryside Architectural Design Committee. Wrought iron fencing will be required when abutting common areas, waterways and wild life preserves, unless otherwise approved by the Countryside Architectural Design Committee.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member and shall be entitled to ten (10) votes for each Building Lot in Phase 10 of which Grantor is the Owner.

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set up fee of \$500.00 shall be charged for each Building Lot after title to that Building Lot has been transferred to an Owner other than Grantor (or Grantor's successor or assign). The initial annual association fee shall be \$1,200.00 per year, which amount is subject to change by the Board of Directors of the Association. The Board has the authority to raise dues annually by no more than 20%.

12.2 Grantor's Right of Appointment. So long as Grantor is the Owner of any of the Building Lots within the Phase 10 Property, Grantor shall have the exclusive right to appoint and remove all members of the Countryside Architectural Design Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Countryside Architectural Design Committee. If a vacancy on the Countryside Architectural Design Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

6. The following provisions are added to the Declaration with respect to the Phase 10 Property:

12.1.1 Creation of The Countryside Architectural Design Committee. Within thirty (30) days of the date of this Eleventh Amendment, Grantor shall appoint three (3) individuals to serve on The Countryside Architectural Design Committee. The Countryside Architectural Design Committee shall be entirely separate from Heron River (Parkstone Subdivision) Architectural Design Committee and shall be solely responsible for all design review within Parkstone Subdivision No. 10 pursuant to the provisions of Article XII of the Declaration. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of The Countryside Architectural Design Committee need not be an Owner. Members of The Countryside

Architectural Design Committee may be removed by the person or entity appointing them at any time without cause. Grantor shall be entitled to appoint all members of The Countryside Architectural Design Committee until such time as all residential lots within Parkstone Subdivision No. 10 have been sold, and residences constructed and occupied on all residential lots within Parkstone Subdivision No. 10, notwithstanding the provisions of Section 12.2 of the Declaration.

Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded as Ada County Instrument No. 107030954, as amended by the First Amendment recorded as Ada County Instrument No. 108028492, as amended by the Second Amendment recorded as Ada County Instrument No. 109078208, as amended by the Third Amendment recorded as Ada County Instrument No. 110036579, as amended by the Fourth Amendment recorded as Ada County Instrument No. 112128043, as amended by the Fifth Amendment recorded as Ada County Instrument No. 113116347, as amended by the Sixth Amendment recorded as Ada County Instrument No. 2014063701, as amended by the Seventh Amendment recorded as Ada County Instrument No. 2014-102198, as further amended by the Eighth Amendment recorded as Ada County Instrument No. 2015- 013968, as further amended by the Ninth Amendment recorded as Ada County Instrument No. 2016-126501, and as further amended by the Tenth Amendment recorded as Ada County Instrument No. 2017-073446, shall be amended by the terms hereof.

IN WITNESS WHEREOF, the undersigned has caused this Eleventh Amendment to be duly executed the day and year first above written.

**GRANTOR:**

RIVER STONE, LLC, an Idaho limited liability company



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Its: Manager

ACKNOWLEDGMENT

STATE OF IDAHO     )  
                                  ) ss.

County of Ada

On this June 15, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Groves, known or identified to me to be the Manager of River Stone, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.



This record was acknowledged before me on 10/15/18 by  
Kendall M. Martinez  
Signature of notary public  
Commission Expires: 5/4/19

**EXHIBIT A**



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## PLAT RECORDING SHEET

### Digital Plat Image Available in Separate System

BOOK

PAGE

Thru

SURVEYOR

SUBDIVISION NAME

OWNERS

AT THE REQUEST OF

COMMENTS





# PARKSTONE SUBDIVISION NO. 10

### CERTIFICATE OF COUNTY SURVEYOR

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

County Surveyor: Jeremy L. Heister  
PLS-5359  
DATE: 5-9-2018



### CERTIFICATE OF COUNTY TREASURER

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

County Treasurer: Vicky McIntyre  
by Alex Perez  
DATE: 5-09-2018



### CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2018-042318  
STATE OF IDAHO ) SS  
COUNTY OF ADA )  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions LLC AT 25 MINUTES PAST 9 O'CLOCK P.M. THIS 10th DAY OF May 2018 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 113 OF PLATS AT PAGES 10709 - 10711

Deputy Recorder: Christina D. Rea  
#10

### APPROVAL OF CITY COUNCIL

I, Christina D. Rea, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 09th DAY OF MAY 2018, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



### APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, DOAHO, ON THIS DAY, 05/09/2018, HEREBY APPROVE THIS PLAT.

City Engineer: [Signature]

### ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10th DAY OF MAY 2018.



### APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTROOMS AS REQUIRED BY IDAHO CODE TITLE 36, CHAPTER 13 HAVE BEEN SITED ACCORDING TO THE LETTER TO BE RECORDED WITH THE COUNTY RECORDER ON HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTROOMS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



Central District Health Department: [Signature] 2-2118



RIVER STONE, LLC  
DEVELOPER  
BOISE, ID



JOB NO. 160203  
SHEET 3 OF 3  
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**SUPPLEMENT TO EXHIBIT C-1**  
**LOT CATEGORIES**  
**HERON RIVER (PARKSTONE SUBDIVISION)**  
**COUNTRYSIDE ADC GUIDELINES FOR THE**  
**COUNTRYSIDE LOTS**

DESCRIPTION	The Countryside
Minimum Square Feet	2,400 sf. 2-story; 1,100 sf. min. at 1 <sup>st</sup> floor 2,000 sf. single level, excluding any upstairs bonus room
Roofing Requirements	30-yr. architectural w/raised ridge and hip; color as approved by Countryside ADC; metal room accents shall be allowed as approved by Countryside ADC
Roof Pitch	per architectural style as approved by Countryside ADC
Exterior Materials	per architectural style as approved by Countryside ADC
Vinyl Siding	No
Exterior Lighting	Not to exceed 100 watts and as further described in Architectural Design Guidelines
Landscape Requirements	1 tree per 20 lineal ft. frontage including (1) tree in boulevard planting strip, (1) 5-gal shrub per 4 lineal ft. home foundation, and (1) 1-gal groundcover per 2 lineal ft. home foundation as defined in Architectural Design Guidelines
Landscape Plan	Requires Countryside ADC approval
Garage Features	3-car min.; RV Garages may be approved at the sole discretion of The Countryside ADC and will be assessed individually based on the overall design of the home
Shops and Sheds	Requires Countryside ADC approval
Recreational Vehicles	Enclosed or screened from view as approved by Countryside ADC
Basketball Standards	No permanent standards-to be stored at night
Fence	Privacy Fencing will be 6 foot Homeland Mocha Walnut and Common Area Fencing will be 5 foot Western 3-rail wrought iron unless otherwise approved by the Countryside ADC