

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 135.00 45  
BOISE IDAHO 02/16/07 04:35 PM  
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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HERON RIVER (PARKSTONE SUBDIVISION)**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERON RIVER (PARKSTONE SUBDIVISION) is made effective as of the 15<sup>th</sup> day of February, 2007, by Heron River Development, LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

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## ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("Declaration") is the property legally described on **Exhibit A** attached hereto and made a part hereof ("Property"). Grantor intends to develop the Property in stages. The first phase of Heron River (Parkstone Subdivision), as reflected on the final plat attached hereto as **Exhibit B**, is hereby made subject to the terms of this Declaration. Future phases may be made subject to the terms of this Declaration by subsequent amendment identifying each final phase upon recording of the final plat therefore. The following lots are categorized as The Meadow, Neighborhood 1, as depicted on **Exhibit C** attached hereto: Lots 2 through 21, Block 1; Lots 2 through 6 and 8 through 12, Block 3; and Lots 26 through 34, Block 4. The following Lots are designated as The Meadow, Neighborhood 2, as reflected on **Exhibit C**: Lots 2 through 15 and 17 through 24, Block 4; and Lots 2 through 9, Block 5.

1.2 Residential Development. Heron River (Parkstone Subdivision) is a residential development, which Grantor currently intends to develop into several unique residential neighborhoods, and one (1) commercial area. The Property may contain parcels of Common Area. Development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. The commercial area is not intended to be subject to this Declaration, and owners of commercial lots will not be members of Heron River Homeowners' Association, Inc. Within the residential development, limited purpose sub-associations may be formed where appropriate.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 Association.

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

### ARTICLE III: DEFINITIONS

3.1 "Architectural Design Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Architectural Design Guidelines" shall mean guidelines established by Grantor governing residential design and landscaping within the Property, to be administered and amended by the Architectural Design Committee.

3.3 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.4 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.5 "Association" shall mean the corporation or limited liability company, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Heron River (Parkstone Subdivision) Homeowners' Association, Inc.," or any similar name which fairly reflects its purpose.

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

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.9 "Bylaws" shall mean the Bylaws of an Association.

3.10 "Common Area" shall mean any or all parcels of Heron River (Parkstone Subdivision) Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas as reflected on final plats for each phase.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Grantor" shall mean Heron River Development, LLC, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Heron River Development, LLC, or its successor.

3.13 "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 Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.14 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.15 "Member" shall mean each person or entity holding a membership in the Association.

3.16 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.17 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.18 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.19 "Property" shall mean those portions of the Property described on **Exhibit A** attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all necessary water rights associated with or appurtenant to such property.

3.20 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and

paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.21 “Special Assessment” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.22 “Supplemental Declaration” shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.23 “Heron River (Parkstone Subdivision)” shall mean the Property.

3.24 “Heron River (Parkstone Subdivision) Common Area” shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Heron River (Parkstone Subdivision) and each Owner therein, which real property is legally described on the final plat for each phase. Heron River (Parkstone Subdivision) Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Heron River (Parkstone Subdivision) Common Area may include easement and/or license rights.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Design Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Design Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Design Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Design Committee to control the interior layout or design of



residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Design Committee whichever is more restrictive. Please refer to the Architectural Design Guidelines for specific set back requirement for each neighborhood.

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 Architectural Design Committee. The locations of such structures are subject to approval of the Architectural Design Committee. Detached garages built after the initial construction of the home must conform to the Architectural Design Guidelines and shall be submitted to the 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 in advance.

4.1.5 Driveways. All access driveways shall be constructed of scored concrete. Asphalt driveways will not be permitted. All driveway approaches shall be stamped concrete. Please refer to the Architectural Design Guidelines for stamp pattern and colors allowed.

4.1.6 Mailboxes. Grantor shall provide community designated mailboxes and stands. All Mailboxes shall be installed in conformance with Postal Service Requirements, and shall be of consistent design and material. All mailboxes shall be located on or adjoining Building Lot line at places designated by the Grantor or the Architectural Design Committee.

4.1.7 Fencing. Common area fencing shall be provided by the developer. Any privacy fence may begin four feet (4') behind the main facade of the home. Trex Seclusions privacy fencing and wrought iron fencing are permitted and shall be reviewed by 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 applicable Architectural Design Committee. Wrought iron fencing will be required when abutting common areas, waterways and wild life preserves, unless otherwise approved by the Architectural Design Committee. All Trex fencing and wrought iron fencing shall be stained and/or painted to match the existing community fencing. Wood posts will be required with the wrought iron fencing, unless otherwise approved by the Architectural Design Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Design Committee. Other approved exterior lighting shall include normal front door entry, garage and other entries to the home providing they do not exceed 100 watts each and do not otherwise illuminate neighboring properties, and more specifically described in the Architectural Design Guidelines and **Exhibit C**.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed. House designs shall place entries, windows, front porches and living areas directly adjacent to the street on most plan variations, while recessing the garages, unless otherwise approved by the Architectural Design Committee.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type are permitted. Satellite dishes are to be placed in consideration of neighbors and neighboring views. It is required, whenever possible as deemed by the Architectural Design Committee that satellite dishes be placed on the far back corner of the dwelling

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

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Design Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Heron River (Parkstone Subdivision), or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Design Committee may be displayed on or from the Common Area; Streamers flags and other similar advertising or attention attracting devices are expressly prohibited. "For Rent" and "For Lease" signs shall not be permitted. Without limiting the foregoing, no sign shall

be placed in the Common Area without the written approval of the applicable Architectural Design Committee.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the Architectural Design Committee. The use of decorative copper gutters and downspouts is subject to the approval of the Architectural Design Committee.

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

4.10 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be reasonably visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Design Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.12 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Design Committee. To the extent possible, garage doors shall remain closed at all times.

4.13 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Star City Sewer System and pay all charges assessed therefore.

4.14 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

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

4.16 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Heron River (Parkstone Subdivision). No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.17 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Heron River (Parkstone Subdivision) shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Design Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot. The keeping of animals shall at all times comply with Star City Ordinances.

4.18 Landscaping. Builders shall be responsible for front yard landscapes and individual automatic sprinkler systems. Landscaping on said Building Lot shall be in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Design Committee. The minimum front yard landscaping set forth shall be installed within forty-five (45) days of substantial completion of the home on said Building Lot, weather permitting. Rear yard landscaping on Building Lots abutting community open space shall be installed within sixty 60 days of closing, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Design Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All front yard landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Design Committee, shall be completed as soon as reasonably practical, and not to exceed forty-five (45) days following completion of the residential structure on such Building Lot. Gravel, lava rock or extensive paved surfaces (excluding normal driveway access and entry pathways) will not be

permitted. A minimum of one tree (2" caliper as measured 6" from the ground for deciduous species and/or 8' height for evergreen species) for every twenty feet (20') of street frontage shall be planted along the street-facing side of the home. Corner lots shall use the longer of their two street frontages to calculate the number of trees required. A minimum of one five-gallon shrub shall be installed per (4') lineal feet of the home's foundation, and one one-gallon shrub shall be installed per two lineal feet (2') of the home's foundation, more specifically described on **Exhibit C**.

4.19 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Design Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.20 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, all necessary water rights and assessment obligations appurtenant to the Property to the Association.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roof Material. All roofing materials to be between 30 to 50 years as referenced in the Architectural Design Guidelines. Color to be approved by the Architectural Design Committee, and is more specifically described in **Exhibit C**.

4.23 Exhibit C. The general and specific restrictions contained in this Article IV are summarized on **Exhibit C**, which is provided for the convenience of builders and homeowners. In the event of a conflict between specific restrictions in this Article IV and on **Exhibit C**, the description on **Exhibit C** shall take precedence.

## ARTICLE V: HERON RIVER (PARKSTONE SUBDIVISION) HOMEOWNERS' ASSOCIATION

5.1 Organization of Heron River (Parkstone Subdivision) Homeowners' Association. Heron River (Parkstone Subdivision) Homeowners' Association, Inc. ("Association") shall be initially organized by Grantor as a limited liability company under the provisions of the Idaho Code relating to general limited liability companies and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

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 of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the

matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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 and a site clean up fee of \$500.00 shall be charged upon the closing of each Building Lot. The initial annual association fee shall be \$1,100.00 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%.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.



5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

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

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

5.5.1.6.2       Public sewers, storm drains, water drains, stormwater swales, and pipes, water supply systems, sprinkling systems,

heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

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

5.5.1.6.4 The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Heron River (Parkstone Subdivision) Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Heron River (Parkstone Subdivision) Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences, stormwater swales and water amenities within and abutting Common Area. Maintain the water amenities constructed by Grantor or Association located in that certain easement in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Heron River (Parkstone Subdivision) Common Area or against Heron River (Parkstone Subdivision), the Association and/or any other property owned by the Association. Such taxes and

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

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

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

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Heron River (Parkstone Subdivision) Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary

or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

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

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

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

5.5.2.9 Architectural Design Committee. Appoint and remove members of the Architectural Design Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

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

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than January 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

#### ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

Operation and maintenance of the storm water facilities at Heron River (Parkstone Subdivision) shall be governed by the operation and maintenance manual of storm drainage system in Heron River (Parkstone Subdivision) prepared by Engineering Solutions, LLP, which manual may be modified from time to time at the direction of the Board of the Association.

#### ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Heron River (Parkstone Subdivision) Common Area. Every Owner shall have a right to use each parcel of Heron River (Parkstone Subdivision) Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of such Association to prohibit the construction of structures or Improvements, Improvements on all Common Areas.

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Heron River (Parkstone Subdivision) Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Heron River (Parkstone Subdivision) Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Heron River (Parkstone Subdivision) Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Storm Water Swales. Stormwater swales are located within Ada County Highway District right-of-way. The primary purpose of the swales is for stormwater drainage. Swales shall be maintained by Owners' Association in a common lot. Any planting in or tampering with the swales is expressly prohibited.

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

## ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Grantor will construct on the Common Area a pressurized irrigation pond and pumping station to be owned and operated by the Association. Water will be supplied by the Little Pioneer Ditch Company. WATER FROM THE

IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

## ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Heron River (Parkstone Subdivision), each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

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

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Heron River (Parkstone Subdivision) for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal

year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

### 9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Heron River (Parkstone Subdivision).

9.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.



9.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every

Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

## 10.2 Assessment Liens.

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

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

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title

company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

#### ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

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

## ARTICLE XII: ARCHITECTURAL DESIGN COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Heron River (Parkstone Subdivision) Architectural Design Committee. 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 Architectural Design Committee need not be an Owner. Members of the Architectural Design Committee may be removed by the person or entity appointing them at any time without cause. Grantor shall be entitled to name two members until such time as all potential residential lots within the Property have been sold.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Design Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Design Committee. If a vacancy on the 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.

12.3 Review of Proposed Construction. The Architectural Design Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Design Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Design Committee review and approval. The Architectural Design Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Design Committee in its review of proposals or plans and specifications submitted to the Architectural Design Committee. The Architectural Design Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Design Committee may condition its approval of proposals or plans and specifications upon such changes therein

as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Design Committee Rules and Fees. The Architectural Design Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Design Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Design Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

12.3.3 Detailed Plans. The Architectural Design Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Design Committee of any required plans and specifications, the Architectural Design Committee may postpone review of any plan submitted for approval.

12.3.4 Architectural Design Committee Decisions. Decisions of the Architectural Design Committee and the reasons therefore shall be transmitted by the Architectural Design Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Design Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Design Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Design Committee.

12.4 Meetings of the Architectural Design Committee. The Architectural Design Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Design Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Design Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Design Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Design Committee, or the written consent of any two (2) members of the Architectural Design

Committee taken without a meeting, shall constitute an act of the Architectural Design Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Design Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Members. The members of the Architectural Design Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Design Committee.

12.7.2 Within sixty (60) days thereafter, the Architectural Design Committee or its duly authorized representative may inspect such Improvement. If the Architectural Design Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Design Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Design Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Design Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of

completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Design Committee Members. Neither the Architectural Design Committee nor any member thereof, nor its duly authorized Architectural Design Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Design Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Design Committee. The Architectural Design Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Design Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Design 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. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Design Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. 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 Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the

event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Heron River (Parkstone Subdivision) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Design Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

13.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of



the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

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

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

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

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

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Design Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

## ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Star and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

### 14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value,

and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

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

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
POTENTIALLY SUBJECT TO THIS DECLARATION**

(See Attached.)



IDAHO  
SURVEY  
GROUP

1450 East Watertower St.  
Suite 150  
Meridian, Idaho 83642

Phone (208) 846-8570  
Fax (208) 884-5399

February 14, 2007

**DESCRIPTION FOR RESTRICTIVE COVENANTS AREA  
PROPOSED HERON RIVER (PARKSTONE) SUBDIVISION**

A portion of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 16, and a portion of the Northeast  $\frac{1}{4}$ , the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , and portions of Government Lots 1 and 3, and Government Lot 2, and portions of the old Boise River Channel in Section 17, T. 4N., R. 1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Section 8, 9, and the said sections 16 and 17, from which the  $\frac{1}{4}$  corner common to said sections 8 and 17 bears North  $89^{\circ}01'56''$  West, 2637.74 feet; thence along the section line South  $00^{\circ}31'45''$  West, 85.00 feet to a point on the South right-of-way of State Highway 44 and the **REAL POINT OF BEGINNING**.

Thence along said right-of-way South  $89^{\circ}12'50''$  East, 1311.32 feet to a point on the East line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 16;

Thence along said line South  $00^{\circ}39'26''$  West, 2530.84 feet to the C-W  $\frac{1}{16}$  corner;

Thence along the East-West mid-section line North  $89^{\circ}16'29''$  West, 996.67 feet to a point on the ordinary high water line of the right bank of the Boise River;

Thence along said ordinary high water line following the various courses of its meander approximated by the following courses and distances:

North  $85^{\circ}13'54''$  West, 44.93 feet;

North  $79^{\circ}53'53''$  West, 260.80 feet;

North  $69^{\circ}40'25''$  West, 139.90 feet;

South  $89^{\circ}31'06''$  West, 82.18 feet;

North  $67^{\circ}11'29''$  West, 118.42 feet;

South  $69^{\circ}50'30''$  West, 254.69 feet;

South  $37^{\circ}14'16''$  West, 143.17 feet;

South  $70^{\circ}20'22''$  West, 301.00 feet;

North  $12^{\circ}42'31''$  West, 243.28 feet;

South  $55^{\circ}55'19''$  West, 92.55 feet;

South  $36^{\circ}36'41''$  West, 52.99 feet;

South  $14^{\circ}53'13''$  East, 228.55 feet;

South  $07^{\circ}17'52''$  West, 111.88 feet;

South  $21^{\circ}06'49''$  West, 160.43 feet;

South  $45^{\circ}05'34''$  West, 117.33 feet;

South 40°37'59" West, 145.39 feet;

North 72°17'50" West, 125.85 feet;

South 62°03'04" West, 76.86 feet;

South 73°23'01" West, 104.38 feet;

South 86°06'21" West, 173.18 feet;

North 71°11'16" West, 351.09 feet;

North 85°36'14" West, 274.30 feet;

Thence departing said ordinary high water line, North 12°32'25" West, 847.60 feet;

Thence North 46°31'39" West, 115.31 feet to a point on a curve;

Thence 124.35 feet along the arc of a non-tangent curve to the right, said curve having a radius of 326.00 feet, a delta angle of 21°51'18", and a long chord bearing South 56°53'51" West, 123.60 feet to a point;

Thence South 22°10'30" East, 23.01 feet;

Thence South 02°32'43" West, 117.97 feet;

Thence South 47°32'43" West, 21.21 feet;

Thence North 87°27'17" West, 395.00 feet;

Thence North 42°27'17" West, 28.28 feet;

Thence North 02°32'43" East, 104.00 feet;

Thence North 87°27'17" West, 30.00 feet;

Thence South 02°32'43" West, 104.00 feet;

Thence South 47°32'43" West, 28.28 feet;

Thence North 87°27'17" West, 414.00 feet;

Thence North 85°19'50" West, 170.39 feet;

Thence North 89°25'49" West, 191.00 feet to a point on the East line of Government Lot 4 of said Section 17;

Thence along said line North 00°34'11" East, 1226.35 feet to the NW 1/16 corner of said Section 17;

Thence along the North line of the Southeast ¼ of the Northwest ¼, common to the South boundary of Starlight Meadows Subdivision No's 1 and 2, South 89°10'22" East, 1324.94 feet to the C-N 1/16 corner;

Thence along the East boundary of Starlight Meadows Subdivision No's 2 and 3 and the East line of the Northeast ¼ of the Northwest ¼ North 00°41'09" East, 599.66 feet;

Thence departing said East line South 87°40'55" East, 70.68 feet;

Thence South 78°10'45" East, 130.18 feet;

Thence South 50°25'16" East, 320.44 feet;

Thence South 81°26'32" East, 165.73 feet;

44; Thence North 2°21'14" East, 876.82 feet to a point on the South right-of-way of State Highway

Thence along said right-of-way South 89°04'20" East, 852.33 feet;

Thence leaving said right-of-way South 00°55'40" West, 45.00 feet;

Thence South 45°51'25" West, 35.31 feet;

Thence South 00°47'10" West, 66.38 feet;

Thence South 06°58'00" West, 225.67 feet;

Thence North 89°49'51" West, 9.05 feet;

Thence South 06°24'44" West, 194.82 feet;

Thence South 11°00'05" East, 75.33 feet;

Thence South 83°35'16" East, 87.65 feet;

Thence North 53°58'37" East, 74.26 feet;

Thence North 06°24'44" East, 120.74 feet;

Thence North 40°05'34" East, 74.58 feet;

Thence North 62°43'51" East, 62.29 feet;

Thence North 86°20'48" East, 219.63 feet;

Thence South 88°51'32" East, 42.05 feet;

Thence South 84°20'00" East, 52.03 feet;

Thence South 78°27'41" East, 239.12 feet;

Thence South 71°17'42" East, 124.22 feet;



Thence South 58°27'58" East, 86.80 feet;

Thence South 37°00'47" East, 88.47 feet;

Thence South 01°40'58" East, 152.19 feet;

Thence South 78°22'34" East, 152.06 feet;

Thence North 16°09'19" East, 11.33 feet to a point of curvature;

Thence 292.70 feet along the arc of a curve to the left, said curve having a radius of 663.00 feet, a delta angle of 25°17'41", and a long chord bearing North 03°30'29" East, 290.33 feet to a point;

Thence North 88°56'19" West, 77.82 feet;

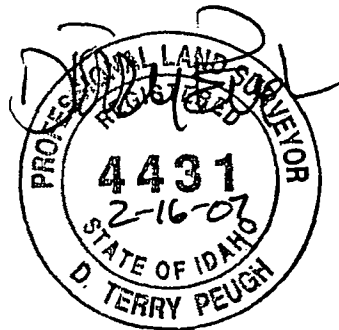
Thence North 78°27'41" West, 23.36 feet;

Thence North 03°42'12" East, 139.86 feet;

Thence North 12°12'34" West, 121.16 feet;

Thence North 00°55'40" East, 184.80 feet to a point on the South right-of-way of State Highway 44;

Thence along said right-of-way South 89°04'20" East, 102.52 feet to the Point of Beginning. Containing 264.14 acres, more or less.



**EXHIBIT B**

**FINAL PLAT FOR PHASE I**

**(The Meadow, Neighborhoods 1 and 2)**

(See Attached.)

BK 17 Pg. 12457

PLAT SHOWING

# PARKSTONE SUBDIVISION NO. 1

A PORTION OF THE NE ¼ OF SECTION 17, T.4N., R.1W., B.M.  
STAR, ADA COUNTY, IDAHO  
2006

**LEGEND**

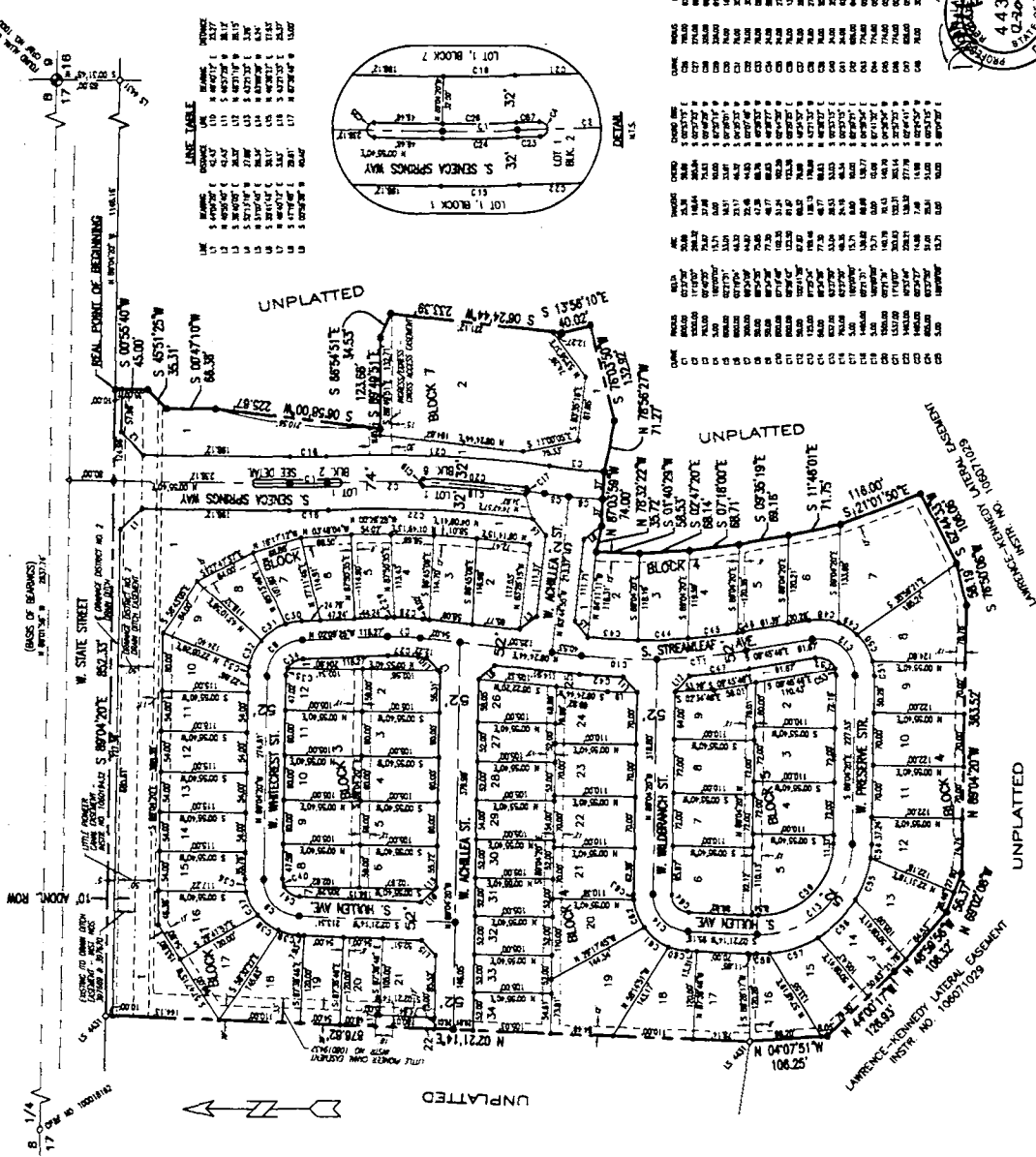
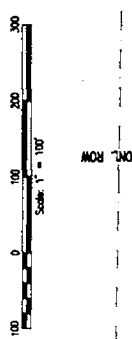
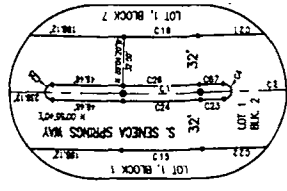
- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- EASEMENT BOUNDARY
- STAKED LINE
- BRASS OR ALUMINUM CAP (AS NOTED)
- SET 5/8" X 3" REBAR #1/PLASTIC CAP
- SET 1/2" X 4" REBAR #1/PLASTIC CAP
- FOUND 5/8" REBAR AS NOTED
- CALCULATED POINT
- 18 LOT NUMBER

**NOTES**

1. ALL LOTS ARE HEREBY DESIGNATED AS UNPLATTED FOR THE PUBLIC UTILITIES, STREET LIGHTS, ERECTION, AND THE LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
2. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
3. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
4. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
5. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
6. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
7. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
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9. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
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11. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
12. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.
13. UNPLATTED LOTS ARE TO BE PLATTED TO THE PUBLIC STREET, THE LOTS SHALL BE RECORDED TO THE PUBLIC STREET.

**LINE TABLE**

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	10	11	S 89°07'11" W	21.77
2	11	12	S 89°07'11" W	21.77
3	12	13	S 89°07'11" W	21.77
4	13	14	S 89°07'11" W	21.77
5	14	15	S 89°07'11" W	21.77
6	15	16	S 89°07'11" W	21.77
7	16	17	S 89°07'11" W	21.77
8	17	18	S 89°07'11" W	21.77



**CURVE TABLE**

CURVE NO.	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	PIECE POINT BEARING	PIECE POINT DISTANCE	PIECE POINT BEARING	PIECE POINT DISTANCE
1	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
2	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
3	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
4	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
5	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
6	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
7	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
8	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
9	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
10	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
11	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
12	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
13	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
14	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
15	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
16	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
17	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77
18	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77	S 89°07'11" W	21.77



HERON RIVER DEVELOPMENT, LLC  
DEVELOPER  
BOISE, ID

**ENGINEERING SOLUTIONS**  
L.L. BOONE

JOB NO. 30401  
SHEET 1 OF 2

UNPLATTED

UNPLATTED

UNPLATTED

**EXHIBIT C**

**LOT CATEGORIES**

**HERON RIVER (PARKSTONE SUBDIVISION) ADC GUIDELINES**

<b>DESCRIPTION</b>	<b>The Meadow Neighborhood 1</b>	<b>The Meadow Neighborhood 2</b>	<b>Creekside</b>	<b>Waterview</b>	<b>The Preserve</b>	<b>Rivershore</b>
Minimum Square Feet	1,700 sf. 1,000 sf. min. at 1st floor	2,000 sf. 900 sf. min. at 1st floor	1,400 sf. 900 sf. min. at 1st floor	2,200 sf. 1,000 sf. min. at 1st floor	3,000 sf. 2,000 sf. min. at 1st floor	2,800 sf. 1,400 sf. min. at 1st floor
Roofing Requirements	30-yr. architectural color as approved by A.DC	30-yr. architectural color as approved by ADC	30-yr. architectural color as approved by ADC	30-yr. architectural color as approved by ADC	50-yr. architectural or concrete tile color as approved by ADC	40-yr. architectural or concrete tile color as approved by ADC
Roof Pitch	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC
Exterior Materials	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC
Vinyl Siding	No	No	No	No	No	No
Exterior Lighting	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines

DESCRIPTION	The Meadow Neighborhood 1	The Meadow Neighborhood 2	Creekside	Waterview	The Preserve	Rivershore
Landscape Requirements	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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 ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval
Garage Features	2-car min.	2-car min.	2-car min.	2-car min.	2-car min.	2-car min.
Shops and Sheds	requires A.D.C approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval
Recreational Vehicles	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC
Basketball Standards	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night
Fence	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer

RE RECORD TO INCLUDE  
PAGE 2 of 2 OF FINAL RECORDED  
PLAT AS EXHIBIT "B"

ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT 135.00      45  
BOISE IDAHO 02/16/07 04:35 PM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF [REDACTED]  
Lawyers Title      107023357

ADA COUNTY RECORDER J. DAVID NAVARRO      AMOUNT ~~135.00~~ 45  
BOISE IDAHO 03/02/07 04:35 PM      13500      46  
DEPUTY Gail Garrett  
RECORDED - REQUEST OF [REDACTED]  
Lawyers Title      107030954

*RE-RECORD*

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

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERON RIVER (PARKSTONE SUBDIVISION) is made effective as of the 15<sup>th</sup> day of February, 2007, by Heron River Development, LLC, an Idaho limited liability company ("Grantor" and "Class B Member").

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## ARTICLE I: RECITALS

1.1 Property Covered. The property potentially subject to this Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("Declaration") is the property legally described on **Exhibit A** attached hereto and made a part hereof ("Property"). Grantor intends to develop the Property in stages. The first phase of Heron River (Parkstone Subdivision), as reflected on the final plat attached hereto as **Exhibit B**, is hereby made subject to the terms of this Declaration. Future phases may be made subject to the terms of this Declaration by subsequent amendment identifying each final phase upon recording of the final plat therefore. The following lots are categorized as The Meadow, Neighborhood 1, as depicted on **Exhibit C** attached hereto: Lots 2 through 21, Block 1; Lots 2 through 6 and 8 through 12, Block 3; and Lots 26 through 34, Block 4. The following Lots are designated as The Meadow, Neighborhood 2, as reflected on **Exhibit C**: Lots 2 through 15 and 17 through 24, Block 4; and Lots 2 through 9, Block 5.

1.2 Residential Development. Heron River (Parkstone Subdivision) is a residential development, which Grantor currently intends to develop into several unique residential neighborhoods, and one (1) commercial area. The Property may contain parcels of Common Area. Development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved. The commercial area is not intended to be subject to this Declaration, and owners of commercial lots will not be members of Heron River Homeowners' Association, Inc. Within the residential development, limited purpose sub-associations may be formed where appropriate.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 Association.

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

### ARTICLE III: DEFINITIONS

3.1 "Architectural Design Committee" shall mean the committee created by the Grantor or an Association pursuant to Article XII hereof.

3.2 "Architectural Design Guidelines" shall mean guidelines established by Grantor governing residential design and landscaping within the Property, to be administered and amended by the Architectural Design Committee.

3.3 "Articles" shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.4 "Assessments" shall mean those payments required of Owners, Association Members, including Regular, Special and Limited Assessments of any Association as further defined in this Declaration.

3.5 "Association" shall mean the corporation or limited liability company, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Heron River (Parkstone Subdivision) Homeowners' Association, Inc.," or any similar name which fairly reflects its purpose.

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

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.9 "Bylaws" shall mean the Bylaws of an Association.

3.10 "Common Area" shall mean any or all parcels of Heron River (Parkstone Subdivision) Common Area, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open space, common landscaped areas as reflected on final plats for each phase.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Grantor" shall mean Heron River Development, LLC, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Heron River Development, LLC, or its successor.

3.13 "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 Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, wildlife habitat improvements, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.14 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.15 "Member" shall mean each person or entity holding a membership in the Association.

3.16 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.17 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.18 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.19 "Property" shall mean those portions of the Property described on **Exhibit A** attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all necessary water rights associated with or appurtenant to such property.

3.20 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and

paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration or a Supplemental Declaration.

3.21 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.22 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

3.23 "Heron River (Parkstone Subdivision)" shall mean the Property.

3.24 "Heron River (Parkstone Subdivision) Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Heron River (Parkstone Subdivision) and each Owner therein, which real property is legally described on the final plat for each phase. Heron River (Parkstone Subdivision) Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Heron River (Parkstone Subdivision) Common Area may include easement and/or license rights.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures – Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for purposes allowed on the final plat which includes said lot.

4.1.2 Architectural Design Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Design Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Design Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Design Committee to control the interior layout or design of

residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the applicable Architectural Design Committee whichever is more restrictive. Please refer to the Architectural Design Guidelines for specific set back requirement for each neighborhood.

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 Architectural Design Committee. The locations of such structures are subject to approval of the Architectural Design Committee. Detached garages built after the initial construction of the home must conform to the Architectural Design Guidelines and shall be submitted to the 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 in advance.

4.1.5 Driveways. All access driveways shall be constructed of scored concrete. Asphalt driveways will not be permitted. All driveway approaches shall be stamped concrete. Please refer to the Architectural Design Guidelines for stamp pattern and colors allowed.

4.1.6 Mailboxes. Grantor shall provide community designated mailboxes and stands. All Mailboxes shall be installed in conformance with Postal Service Requirements, and shall be of consistent design and material. All mailboxes shall be located on or adjoining Building Lot line at places designated by the Grantor or the Architectural Design Committee.

4.1.7 Fencing. Common area fencing shall be provided by the developer. Any privacy fence may begin four feet (4') behind the main facade of the home. Trex Seclusions privacy fencing and wrought iron fencing are permitted and shall be reviewed by 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 applicable Architectural Design Committee. Wrought iron fencing will be required when abutting common areas, waterways and wild life preserves, unless otherwise approved by the Architectural Design Committee. All Trex fencing and wrought iron fencing shall be stained and/or painted to match the existing community fencing. Wood posts will be required with the wrought iron fencing, unless otherwise approved by the Architectural Design Committee.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Design Committee. Other approved exterior lighting shall include normal front door entry, garage and other entries to the home providing they do not exceed 100 watts each and do not otherwise illuminate neighboring properties, and more specifically described in the Architectural Design Guidelines and **Exhibit C**.

4.1.9 Garages. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2), and a maximum of five (5) standard size automobiles. No carports shall be allowed. House designs shall place entries, windows, front porches and living areas directly adjacent to the street on most plan variations, while recessing the garages, unless otherwise approved by the Architectural Design Committee.

4.2 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type are permitted. Satellite dishes are to be placed in consideration of neighbors and neighboring views. It is required, whenever possible as deemed by the Architectural Design Committee that satellite dishes be placed on the far back corner of the dwelling

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

4.4 No Further Subdivision. No Building Lot may be further subdivided.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Design Committee, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Heron River (Parkstone Subdivision), or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Design Committee may be displayed on or from the Common Area; Streamers flags and other similar advertising or attention attracting devices are expressly prohibited. "For Rent" and "For Lease" signs shall not be permitted. Without limiting the foregoing, no sign shall

be placed in the Common Area without the written approval of the applicable Architectural Design Committee.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building Lots, and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article IX of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Associations fail to exercise their rights within a reasonable time following written notice by such Owner.

4.8 Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s). Builder is expressly responsible to ensure proper drainage and run off from said Building Lot. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the Architectural Design Committee. The use of decorative copper gutters and downspouts is subject to the approval of the Architectural Design Committee.

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



4.10 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be reasonably visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Design Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.12 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the applicable Architectural Design Committee. To the extent possible, garage doors shall remain closed at all times.

4.13 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Star City Sewer System and pay all charges assessed therefore.

4.14 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

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

4.16 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles and snowmobiles, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Heron River (Parkstone Subdivision). No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path.

4.17 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Heron River (Parkstone Subdivision) shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Design Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and/or rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Common Area or an adjacent Building Lot. The keeping of animals shall at all times comply with Star City Ordinances.

4.18 Landscaping. Builders shall be responsible for front yard landscapes and individual automatic sprinkler systems. Landscaping on said Building Lot shall be in conformance with the landscape plan approved by the Association, and as approved by the applicable Architectural Design Committee. The minimum front yard landscaping set forth shall be installed within forty-five (45) days of substantial completion of the home on said Building Lot, weather permitting. Rear yard landscaping on Building Lots abutting community open space shall be installed within sixty 60 days of closing, weather permitting. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas shall be irrigated by an underground sprinkler system.

The Board and/or applicable Architectural Design Committee may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article IX.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All front yard landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Design Committee, shall be completed as soon as reasonably practical, and not to exceed forty-five (45) days following completion of the residential structure on such Building Lot. Gravel, lava rock or extensive paved surfaces (excluding normal driveway access and entry pathways) will not be

permitted. A minimum of one tree (2" caliper as measured 6" from the ground for deciduous species and/or 8' height for evergreen species) for every twenty feet (20') of street frontage shall be planted along the street-facing side of the home. Corner lots shall use the longer of their two street frontages to calculate the number of trees required. A minimum of one five-gallon shrub shall be installed per (4') lineal feet of the home's foundation, and one one-gallon shrub shall be installed per two lineal feet (2') of the home's foundation, more specifically described on **Exhibit C**.

4.19 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Design Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.20 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, all necessary water rights and assessment obligations appurtenant to the Property to the Association.

4.21 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.22 Roof Material. All roofing materials to be between 30 to 50 years as referenced in the Architectural Design Guidelines. Color to be approved by the Architectural Design Committee, and is more specifically described in **Exhibit C**.

4.23 Exhibit C. The general and specific restrictions contained in this Article IV are summarized on **Exhibit C**, which is provided for the convenience of builders and homeowners. In the event of a conflict between specific restrictions in this Article IV and on **Exhibit C**, the description on **Exhibit C** shall take precedence.

## ARTICLE V: HERON RIVER (PARKSTONE SUBDIVISION) HOMEOWNERS' ASSOCIATION

5.1 Organization of Heron River (Parkstone Subdivision) Homeowners' Association. Heron River (Parkstone Subdivision) Homeowners' Association, Inc. ("Association") shall be initially organized by Grantor as a limited liability company under the provisions of the Idaho Code relating to general limited liability companies and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

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 of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the

matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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 and a site clean up fee of \$500.00 shall be charged upon the closing of each Building Lot. The initial annual association fee shall be \$1,100.00 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%.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

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

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

5.5.1.6.2       Public sewers, storm drains, water drains, stormwater swales, and pipes, water supply systems, sprinkling systems,

heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

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

5.5.1.6.4 The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Heron River (Parkstone Subdivision) Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Heron River (Parkstone Subdivision) Common Area (other than Local Common Area), including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

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

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences, stormwater swales and water amenities within and abutting Common Area. Maintain the water amenities constructed by Grantor or Association located in that certain easement in, over and through Building Lots as shown on the Plat.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Heron River (Parkstone Subdivision) Common Area or against Heron River (Parkstone Subdivision), the Association and/or any other property owned by the Association. Such taxes and

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

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

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

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of Heron River (Parkstone Subdivision) Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars (\$1,000,000.00) per person and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary



or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

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

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

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

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

5.5.2.9 Architectural Design Committee. Appoint and remove members of the Architectural Design Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

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

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

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than January 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

#### ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

Operation and maintenance of the storm water facilities at Heron River (Parkstone Subdivision) shall be governed by the operation and maintenance manual of storm drainage system in Heron River (Parkstone Subdivision) prepared by Engineering Solutions, LLP, which manual may be modified from time to time at the direction of the Board of the Association.

#### ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Heron River (Parkstone Subdivision) Common Area. Every Owner shall have a right to use each parcel of Heron River (Parkstone Subdivision) Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association to levy and increase Assessments;

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

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of such Association to prohibit the construction of structures or Improvements, Improvements on all Common Areas.

7.1.5 The right of such Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Heron River (Parkstone Subdivision) Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Heron River (Parkstone Subdivision) Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Heron River (Parkstone Subdivision) Common Area, to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Storm Water Swales. Stormwater swales are located within Ada County Highway District right-of-way. The primary purpose of the swales is for stormwater drainage. Swales shall be maintained by Owners' Association in a common lot. Any planting in or tampering with the swales is expressly prohibited.

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

## ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Grantor will construct on the Common Area a pressurized irrigation pond and pumping station to be owned and operated by the Association. Water will be supplied by the Little Pioneer Ditch Company. WATER FROM THE

IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF SUCH OWNER'S LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

## ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Heron River (Parkstone Subdivision), each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

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

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Heron River (Parkstone Subdivision) for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal

year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed as follows:

9.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Heron River (Parkstone Subdivision).

9.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date shall accrue a late fee of \$25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

## ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every

Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

## 10.2 Assessment Liens.

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

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

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title

company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

#### ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.



11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

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

## ARTICLE XII: ARCHITECTURAL DESIGN COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Heron River (Parkstone Subdivision) Architectural Design Committee. 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 Architectural Design Committee need not be an Owner. Members of the Architectural Design Committee may be removed by the person or entity appointing them at any time without cause. Grantor shall be entitled to name two members until such time as all potential residential lots within the Property have been sold.

12.2 Grantor's Right of Appointment . At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Design Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Design Committee. If a vacancy on the 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.

12.3 Review of Proposed Construction. The Architectural Design Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Design Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Design Committee review and approval. The Architectural Design Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Design Committee in its review of proposals or plans and specifications submitted to the Architectural Design Committee. The Architectural Design Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

12.3.1 Conditions on Approval. The Architectural Design Committee may condition its approval of proposals or plans and specifications upon such changes therein

as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

12.3.2 Architectural Design Committee Rules and Fees. The Architectural Design Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Design Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Design Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

12.3.3 Detailed Plans. The Architectural Design Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Design Committee of any required plans and specifications, the Architectural Design Committee may postpone review of any plan submitted for approval.

12.3.4 Architectural Design Committee Decisions. Decisions of the Architectural Design Committee and the reasons therefore shall be transmitted by the Architectural Design Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Design Committee. Any materials submitted pursuant to this Article XII shall be deemed approved unless written disapproval by the Architectural Design Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Design Committee.

12.4 Meetings of the Architectural Design Committee. The Architectural Design Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Design Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Design Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Design Committee, except the granting of variances pursuant to paragraph 12.9. In the absence of such designation, the vote of any two (2) members of the Architectural Design Committee, or the written consent of any two (2) members of the Architectural Design

Committee taken without a meeting, shall constitute an act of the Architectural Design Committee.

12.5 No Waiver of Future Approvals. The approval of the Architectural Design Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

12.6 Compensation of Members. The members of the Architectural Design Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

12.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

12.7.1 Upon the completion of any work for which approved plans are required under this Article XII, the Owner shall give written notice of completion to the Architectural Design Committee.

12.7.2 Within sixty (60) days thereafter, the Architectural Design Committee or its duly authorized representative may inspect such Improvement. If the Architectural Design Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

12.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Design Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Design Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

12.7.4 If for any reason the Architectural Design Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of

completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

12.8 Non-Liability of Architectural Design Committee Members. Neither the Architectural Design Committee nor any member thereof, nor its duly authorized Architectural Design Committee representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Design Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Design Committee. The Architectural Design Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Design Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

12.9 Variances. The Architectural Design 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. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Design Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. 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 Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

### ARTICLE XIII: EASEMENTS

13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the

event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph.

13.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Heron River (Parkstone Subdivision) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XIII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Design Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

13.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of

the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

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

13.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway.

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

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

13.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the eave line.

13.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, constructed on a Building Lot under plans and specifications approved by the Architectural Design Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

## ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Star and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

### 14.2 Amendment.

14.2.1 By Grantor. Except as provided in paragraph 14.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

14.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIV, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value,

and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

14.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

14.5 Enforcement and Non-Waiver.

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

14.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

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

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





**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
POTENTIALLY SUBJECT TO THIS DECLARATION**

(See Attached.)



IDAHO  
SURVEY  
GROUP

1450 East Watertower St.  
Suite 150  
Meridian, Idaho 83642

**Phone** (208) 846-8570  
**Fax** (208) 884-5399

February 14, 2007

**DESCRIPTION FOR RESTRICTIVE COVENANTS AREA  
PROPOSED HERON RIVER (PARKSTONE) SUBDIVISION**

A portion of the West ½ of the Northwest ¼ of Section 16, and a portion of the Northeast ¼, the Southeast ¼ of the Northwest ¼, and portions of Government Lots 1 and 3, and Government Lot 2, and portions of the old Boise River Channel in Section 17, T. 4N., R. 1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the corner common to Section 8, 9, and the said sections 16 and 17, from which the ¼ corner common to said sections 8 and 17 bears North 89°01'56" West, 2637.74 feet; thence along the section line South 00°31'45" West, 85.00 feet to a point on the South right-of-way of State Highway 44 and the **REAL POINT OF BEGINNING**.

Thence along said right-of-way South 89°12'50" East, 1311.32 feet to a point on the East line of the West ½ of the Northwest ¼ of said Section 16;

Thence along said line South 00°39'26" West, 2530.84 feet to the C-W 1/16 corner;

Thence along the East-West mid-section line North 89°16'29" West, 996.67 feet to a point on the ordinary high water line of the right bank of the Boise River;

Thence along said ordinary high water line following the various courses of its meander approximated by the following courses and distances:

- North 85°13'54" West, 44.93 feet;
- North 79°53'53" West, 260.80 feet;
- North 69°40'25" West, 139.90 feet;
- South 89°31'06" West, 82.18 feet;
- North 67°11'29" West, 118.42 feet;
- South 69°50'30" West, 254.69 feet;
- South 37°14'16" West, 143.17 feet;
- South 70°20'22" West, 301.00 feet;
- North 12°42'31" West, 243.28 feet;
- South 55°55'19" West, 92.55 feet;
- South 36°36'41" West, 52.99 feet;
- South 14°53'13" East, 228.55 feet;
- South 07°17'52" West, 111.88 feet;
- South 21°06'49" West, 160.43 feet;
- South 45°05'34" West, 117.33 feet;

South 40°37'59" West, 145.39 feet;

North 72°17'50" West, 125.85 feet;

South 62°03'04" West, 76.86 feet;

South 73°23'01" West, 104.38 feet;

South 86°06'21" West, 173.18 feet;

North 71°11'16" West, 351.09 feet;

North 85°36'14" West, 274.30 feet;

Thence departing said ordinary high water line, North 12°32'25" West, 847.60 feet;

Thence North 46°31'39" West, 115.31 feet to a point on a curve;

Thence 124.35 feet along the arc of a non-tangent curve to the right, said curve having a radius of 326.00 feet, a delta angle of 21°51'18", and a long chord bearing South 56°53'51" West, 123.60 feet to a point;

Thence South 22°10'30" East, 23.01 feet;

Thence South 02°32'43" West, 117.97 feet;

Thence South 47°32'43" West, 21.21 feet;

Thence North 87°27'17" West, 395.00 feet;

Thence North 42°27'17" West, 28.28 feet;

Thence North 02°32'43" East, 104.00 feet;

Thence North 87°27'17" West, 30.00 feet;

Thence South 02°32'43" West, 104.00 feet;

Thence South 47°32'43" West, 28.28 feet;

Thence North 87°27'17" West, 414.00 feet;

Thence North 85°19'50" West, 170.39 feet;

Thence North 89°25'49" West, 191.00 feet to a point on the East line of Government Lot 4 of said Section 17;

Thence along said line North 00°34'11" East, 1226.35 feet to the NW 1/16 corner of said Section 17;

Thence along the North line of the Southeast ¼ of the Northwest ¼, common to the South boundary of Starlight Meadows Subdivision No's 1 and 2, South 89°10'22" East, 1324.94 feet to the C-N 1/16 corner;

Thence along the East boundary of Starlight Meadows Subdivision No's 2 and 3 and the East line of the Northeast ¼ of the Northwest ¼ North 00°41'09" East, 599.66 feet;

Thence departing said East line South 87°40'55" East, 70.68 feet;

Thence South 78°10'45" East, 130.18 feet;

Thence South 50°25'16" East, 320.44 feet;

Thence South 81°26'32" East, 165.73 feet;

Thence North 2°21'14" East, 876.82 feet to a point on the South right-of-way of State Highway 44;

Thence along said right-of-way South 89°04'20" East, 852.33 feet;

Thence leaving said right-of-way South 00°55'40" West, 45.00 feet;

Thence South 45°51'25" West, 35.31 feet;

Thence South 00°47'10" West, 66.38 feet;

Thence South 06°58'00" West, 225.67 feet;

Thence North 89°49'51" West, 9.05 feet;

Thence South 06°24'44" West, 194.82 feet;

Thence South 11°00'05" East, 75.33 feet;

Thence South 83°35'16" East, 87.65 feet;

Thence North 53°58'37" East, 74.26 feet;

Thence North 06°24'44" East, 120.74 feet;

Thence North 40°05'34" East, 74.58 feet;

Thence North 62°43'51" East, 62.29 feet;

Thence North 86°20'48" East, 219.63 feet;

Thence South 88°51'32" East, 42.05 feet;

Thence South 84°20'00" East, 52.03 feet;

Thence South 78°27'41" East, 239.12 feet;

Thence South 71°17'42" East, 124.22 feet;

Thence South 58°27'58" East, 86.80 feet;

Thence South 37°00'47" East, 88.47 feet;

Thence South 01°40'58" East, 152.19 feet;

Thence South 78°22'34" East, 152.06 feet;

Thence North 16°09'19" East, 11.33 feet to a point of curvature;

Thence 292.70 feet along the arc of a curve to the left, said curve having a radius of 663.00 feet, a delta angle of 25°17'41", and a long chord bearing North 03°30'29" East, 290.33 feet to a point;

Thence North 88°56'19" West, 77.82 feet;

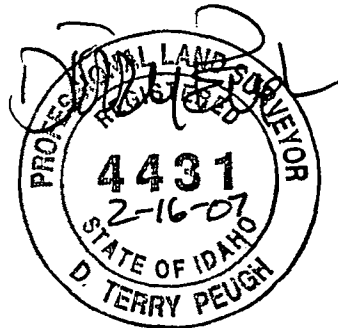
Thence North 78°27'41" West, 23.36 feet;

Thence North 03°42'12" East, 139.86 feet;

Thence North 12°12'34" West, 121.16 feet;

Thence North 00°55'40" East, 184.80 feet to a point on the South right-of-way of State Highway 44;

Thence along said right-of-way South 89°04'20" East, 102.52 feet to the Point of Beginning. Containing 264.14 acres, more or less.



**EXHIBIT B**

**FINAL PLAT FOR PHASE I**

**(The Meadow, Neighborhoods 1 and 2)**

(See Attached.)

PK-97 P&P 12157

PLAT SHOWING

# PARKSTONE SUBDIVISION NO. 1

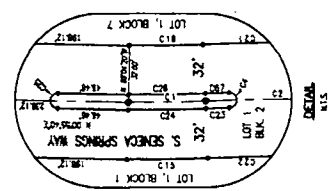
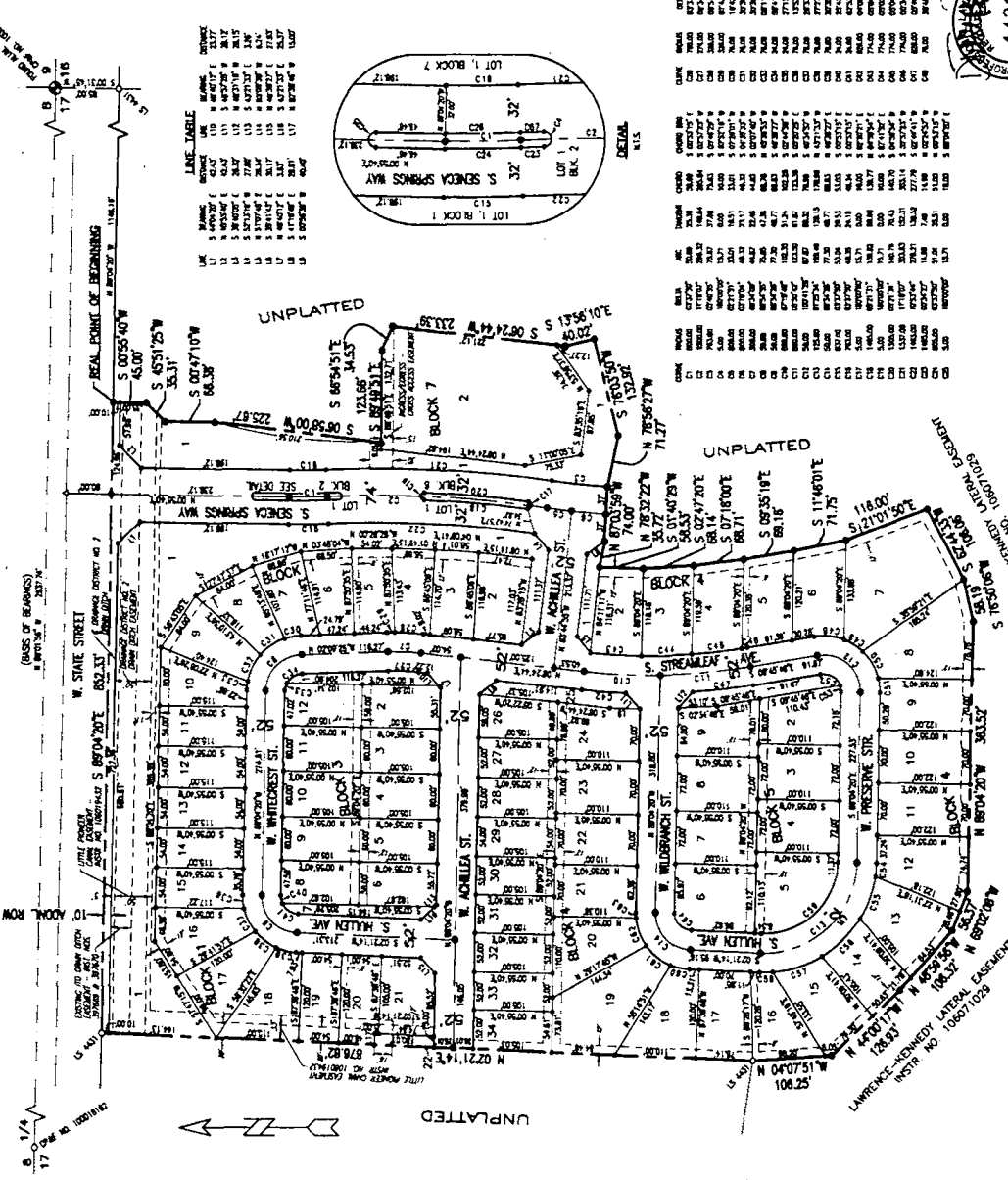
A PORTION OF THE NE 1/4 OF SECTION 17, T.4N., R.1W., B.M.  
STAR, ADA COUNTY, IDAHO  
2006

## LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- EASEMENT DIMENSION
- SURVEY TIE LINE
- BRASS OR ALUMINUM CAP
- SET 5/8" DIA. BRASS OR PLASTIC CAP
- SET 1/2" DIA. BRASS OR PLASTIC CAP
- ROUND 5/8" BENCH IS NOTED
- CALCULATED POINT
- LOT NUMBER

## NOTES

1. ALL LOTS ARE SHOWN AS UNPLATTED FOR PUBLIC UTILITY CROSSING UNDER THE SURFACE OF THE ROAD AND SHALL BE CONSIDERED AS UNPLATTED UNLESS OTHERWISE NOTED.
2. ALL LOTS ARE SHOWN AS UNPLATTED FOR PUBLIC UTILITY CROSSING UNDER THE SURFACE OF THE ROAD AND SHALL BE CONSIDERED AS UNPLATTED UNLESS OTHERWISE NOTED.
3. ALL LOTS ARE SHOWN AS UNPLATTED FOR PUBLIC UTILITY CROSSING UNDER THE SURFACE OF THE ROAD AND SHALL BE CONSIDERED AS UNPLATTED UNLESS OTHERWISE NOTED.
4. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
5. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
6. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
7. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
8. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
9. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
10. THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF SUBMITTAL OF THIS PLAT.
11. EXCEPT FOR ACCESS POINTS SPECIFICALLY APPROVED BY AHA, ALL LOTS SHALL HAVE ACCESS TO STATE HIGHWAY 44 AND S. STAR SPRINGS WAY AS SHOWN.
12. A PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE 100' BUFFER ZONE OF THE STAR TRENDS SUBDIVISION AND SHALL BE CONSIDERED AS UNPLATTED UNLESS OTHERWISE NOTED.
13. REFER TO RECORD OF SURVEY NO. 2007 FOR ADDITIONAL SURVEY INFORMATION.



### LINE TABLE

LINE NUMBER	BEARING	DISTANCE
1	S 89°51'25"W	45.00'
2	S 02°47'10"W	35.31'
3	S 89°51'25"W	45.00'
4	S 89°51'25"W	45.00'
5	S 89°51'25"W	45.00'
6	S 89°51'25"W	45.00'
7	S 89°51'25"W	45.00'
8	S 89°51'25"W	45.00'
9	S 89°51'25"W	45.00'
10	S 89°51'25"W	45.00'
11	S 89°51'25"W	45.00'
12	S 89°51'25"W	45.00'
13	S 89°51'25"W	45.00'
14	S 89°51'25"W	45.00'
15	S 89°51'25"W	45.00'
16	S 89°51'25"W	45.00'
17	S 89°51'25"W	45.00'
18	S 89°51'25"W	45.00'
19	S 89°51'25"W	45.00'

### CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
1	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
2	S 02°47'10"W	35.31'	35.31'	S 02°47'10"W	35.31'	35.31'
3	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
4	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
5	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
6	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
7	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
8	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
9	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
10	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
11	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
12	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
13	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
14	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
15	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
16	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
17	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
18	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'
19	S 89°51'25"W	45.00'	45.00'	S 89°51'25"W	45.00'	45.00'



HERON RIVER DEVELOPMENT, LLC  
DEVELOPER  
BOISE, ID

**ENGINEERING SOLUTIONS**  
L.L. DALL, DVM

JOB NO. 50401  
SHEET 1 OF 2  
LAWRENCE-KENNEY LATERAL EASEMENT  
INSTR. NO. 1066710928

UNPLATTED

UNPLATTED



# PARKSTONE SUBDIVISION NO. 1

### CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS THAT HERON RIVER DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 17, T.44N, R.11W, B.M., STAR, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 8, 9, 16, AND THE SAID SECTION 17, FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 8 AND 17 BEARS NORTH 89°01'58" WEST, 261.77 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION 17 SOUTH 00°31'45" WEST, 85.00 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 17 SOUTH 00°31'45" THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°04'20" WEST, 1148.18 FEET TO THE BEAL POINT OF BEGINNING;  
THENCE SOUTH 00°35'40" WEST, 43.00 FEET;  
THENCE SOUTH 45°17'28" WEST, 35.31 FEET;  
THENCE SOUTH 00°47'10" WEST, 66.38 FEET;  
THENCE SOUTH 6°58'00" WEST, 223.67 FEET;  
THENCE SOUTH 88°49'51" EAST, 123.68 FEET;  
THENCE SOUTH 66°54'51" EAST, 54.33 FEET;  
THENCE SOUTH 67°44" WEST, 232.36 FEET;  
THENCE SOUTH 13°56'10" EAST, 40.09 FEET;  
THENCE NORTH 78°03'50" WEST, 132.82 FEET;  
THENCE NORTH 87°03'58" WEST, 74.00 FEET;  
THENCE NORTH 78°32'22" WEST, 35.72 FEET;  
THENCE SOUTH 1°07'28" WEST, 36.53 FEET;  
THENCE SOUTH 74°20" EAST, 68.14 FEET;  
THENCE SOUTH 87°30'09" EAST, 89.18 FEET;  
THENCE SOUTH 87°30'09" EAST, 89.18 FEET;  
THENCE SOUTH 21°01'50" EAST, 116.00 FEET;  
THENCE SOUTH 62°44'33" WEST, 108.00 FEET;  
THENCE SOUTH 78°50'08" WEST, 58.19 FEET;  
THENCE NORTH 89°04'20" WEST, 343.52 FEET;  
THENCE NORTH 89°02'08" WEST, 58.37 FEET;  
THENCE NORTH 48°39'58" WEST, 108.32 FEET;  
THENCE NORTH 44°00'17" WEST, 126.83 FEET;  
THENCE NORTH 43°07'11" WEST, 108.25 FEET;  
THENCE NORTH 27°14" EAST, 876.82 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 44;  
THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89°04'20" EAST, 652.33 FEET TO THE BEAL POINT OF BEGINNING, CONTAINING 28.92 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES. THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR ALL UTILITIES AND STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM AND THE STAR SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 11<sup>th</sup> DAY OF December, 2006.

*[Signature]*  
MANAGER  
HERON RIVER DEVELOPMENT, LLC

### ACKNOWLEDGMENT

STATE OF IDAHO )  
COUNTY OF ADA ) SS  
ON THIS 11<sup>th</sup> DAY OF December, 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WIT EDWARDS, UNKNOWN TO ME, WHO TO ME BEING MANAGED BY HERON RIVER DEVELOPMENT, LLC, THE OWNED ENTITY, COMPANY LIMITED BY SHARES, AND HERON RIVER DEVELOPMENT, LLC, EXECUTED THE 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 SEAL, THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

*[Signature]*  
NOTARY PUBLIC FOR IDAHO  
REBORN AT BOISE, IDAHO  
MY COMMISSION EXPIRES 4/30/10



### APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, December 11, 2006, HEREBY APPROVE THIS PLAT.

*[Signature]*  
STAR CITY ENGINEER

### APPROVAL OF CITY COUNCIL

I, *[Signature]* CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE 11<sup>th</sup> DAY OF December, 2006, THIS PLAT WAS DAILY APPROVED AND APPROVED.



### APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1328, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



### CERTIFICATE OF COUNTY TREASURER

I, *[Signature]* COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1106, HEREBY CERTIFY THAT I HAVE CHECKED THE PLAT AND THAT THE 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.

*[Signature]*  
COUNTY TREASURER



### 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 11<sup>th</sup> DAY OF December, 2006.

*[Signature]*  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT



### CERTIFICATE OF SURVEYOR

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



D. TERRY PEUGH, P.L.S.  
LICENSE NO. 4431

### CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 10619297  
STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF HERON RIVER DEVELOPMENT, LLC AT 10 MINUTES PAST 10 O'CLOCK AM, THIS 11<sup>th</sup> DAY OF December, 2006, IN MY OFFICE AND WAS ONLY RECORDED IN BOOK 97 OF PLATS AT PAGES 1253 AND 1254.

*[Signature]*  
COUNTY RECORDER

HERON RIVER DEVELOPMENT, LLC  
DEVELOPER  
BOISE, ID



IDAHO SURVEY GROUP

JOB NO. 50401  
SHEET 2 OF 2

**EXHIBIT C**

**LOT CATEGORIES**

**HERON RIVER (PARKSTONE SUBDIVISION) ADC GUIDELINES**

<b>DESCRIPTION</b>	<b>The Meadow Neighborhood 1</b>	<b>The Meadow Neighborhood 2</b>	<b>Creekside</b>	<b>Waterview</b>	<b>The Preserve</b>	<b>Rivershore</b>
Minimum Square Feet	1,700 sf. 1,000 sf. min. at 1st floor	2,000 sf. 900 sf. min. at 1st floor	1,400 sf. 900 sf. min. at 1st floor	2,200 sf. 1,000 sf. min. at 1st floor	3,000 sf. 2,000 sf. min. at 1st floor	2,800 sf. 1,400 sf. min. at 1st floor
Roofing Requirements	30-yr. architectural color as approved by A.DC	30-yr. architectural color as approved by ADC	30-yr. architectural color as approved by ADC	30-yr. architectural color as approved by ADC	50-yr. architectural or concrete tile color as approved by ADC	40-yr. architectural or concrete tile color as approved by ADC
Roof Pitch	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC
Exterior Materials	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC	per architectural style as approved by ADC
Vinyl Siding	No	No	No	No	No	No
Exterior Lighting	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines	Not to exceed 100 watts and as further described in Architectural Design Guidelines

DESCRIPTION	The Meadow Neighborhood I	The Meadow Neighborhood 2	Creekside	Waterview	The Preserve	Rivershore
Landscape Requirements	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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	1 tree per 20 lineal ft frontage, (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 ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval
Garage Features	2-car min.	2-car min.	2-car min.	2-car min.	2-car min.	2-car min.
Shops and Sheds	requires A.D.C approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval	requires ADC approval
Recreational Vehicles	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC	enclosed or screened from view as approved by ADC
Basketball Standards	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night	no permanent standards – to be stored at night
Fence	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer	Fencing to match Common Area fencing provided by Developer

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERON RIVER (PARKSTONE SUBDIVISION) – Exhibit C – Page 2

After Recording  
Return to:

Michael T. Spink  
Spink Butler, LLP  
P.O. Box 639  
Boise, ID 83701

~~ACCOMMODATION ONLY~~

FOR RECORDING INFORMATION

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

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**First Amendment**") is made effective as of the 16<sup>th</sup> day of March, 2008, by Heron River Development, LLC, an Idaho limited liability company ("**Grantor**" and "**Class B Member**").

RECITALS:

- A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Subdivision**"). The Subdivision is being developed in phases.
- B. Pursuant to Section 14.2 of the Declaration of Covenants, Conditions and Restrictions for the Subdivision ("**Declaration**"), Grantor has the right to amend the Declaration, and any previous amendments thereto.
- C. Grantor now desires to amend the Declaration as set forth below, and declare the Property and each lot, parcel or portion thereof, is, and/or shall be, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions set forth in the Declaration as amended hereby.
- D. Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded on March 2, 2007 as Ada County Instrument No. 107030954, shall be amended by the terms hereof.

NOW THEREFORE, Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding

upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 shall be amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.1 below:

1.1.1 Parkstone Subdivision No. 2, according to the official plat thereof recorded on the 7<sup>th</sup> day of June, 2007, as Instrument No. 107081550 in Book 93 of Plats at pages 12,449 through 12,451, records of Ada County, Idaho; excepting therefrom Lots 54 and 55, Block 7, which lot shall be included in a separate Declaration of Covenants, Conditions and Restrictions for commercial lots in Heron River (Parkstone Subdivision). A copy of the final plat is attached hereto as **Exhibit A**. The Common Area lots are as reflected on the final plat attached hereto as Exhibit A. The lots in Parkstone Subdivision No. 2 are designated as Creekside Lots in accordance with Exhibit C to the Declaration.

2. The Declaration shall be amended to add a new paragraph 1.1.1.1, as follows:

1.1.1.1 Excluded Property. Lots 1 and 2, Block 7 of Parkstone Subdivision No. 1, according to the official plat thereof recorded on the 22<sup>nd</sup> day of December, 2006, as Instrument No. 106198237 in Book 98 of Plats at pages 12,157 and 12,158, records of Ada County, Idaho, attached to the Declaration as Exhibit B, are expressly excluded from the Declaration. Lots 1 and 2, Block 7, Parkstone Subdivision No. 1 shall be included in a future Declaration of Covenants, Conditions and Restrictions for commercial lots located in the Subdivision.

Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded as Ada County Instrument No. 107030954, shall be amended by the terms hereof.

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

**GRANTOR:**

HERON RIVER DEVELOPMENT, LLC,  
an Idaho limited liability company



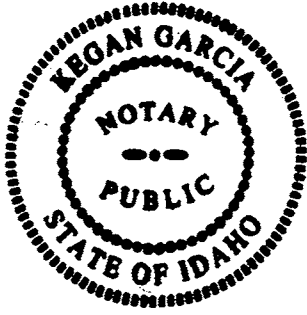
By: R. Craig Groves  
Its: Manager

ACKNOWLEDGMENT

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 10 day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Craig Groves, known or identified to me to be the Manager of Heron River Development, 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.

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



Megan Garcia  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Boise, ID  
My commission expires: 2/1/2012

**EXHIBIT A**

See Attached Final Recorded Plat of Parkstone Subdivision No. 2





PLAT SHOWING  
**PARTITION SUBDIVISION NO. 2**  
 A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 16, AND OF THE NE 1/4 OF SECTION 17  
 T.4N., R.1W., B.M., STAR, ADA COUNTY, IDAHO  
 2007

DR 98 & 12450

THE FOLLOWING IS A DESCRIPTION OF THE TRACTS SHOWN ON THE ATTACHED PLAT, TO-WIT:

TRACT 1: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 2: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 3: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 4: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 5: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 6: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 7: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 8: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 9: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 10: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 11: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 12: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 13: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 14: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 15: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

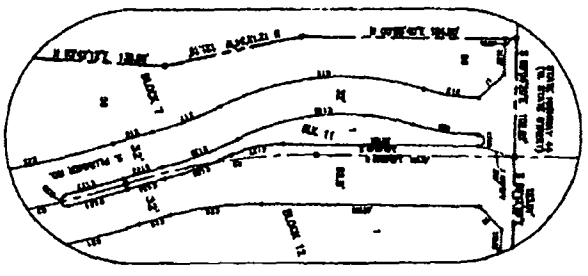
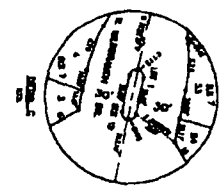
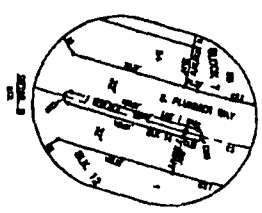
TRACT 16: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 17: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 18: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 19: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.

TRACT 20: A certain tract of land, more or less, containing approximately 1.25 acres, bounded on the north by the NE 1/4 of Section 17, on the east by the E 1/2 of Section 16, on the south by the S 1/2 of Section 16, and on the west by the W 1/2 of Section 16.



DAVID SALTER  
 SURVEYOR  
 STATE OF IDAHO  
 LICENSE NO. 4431  
 EXPIRES 12/31/2008

KEVIN RYAN DEVELOPMENT, LLC  
 1000 W. 10th Street, Suite 200  
 Boise, Idaho 83702  
 (208) 333-1111





109078208

## FOR RECORDING INFORMATION

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

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Second Amendment**") is made effective as of the 2<sup>nd</sup> day of July, 2009, by Heron River Development, LLC, an Idaho limited liability company ("**Grantor**" and "**Class B Member**").

## RECITALS:

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2 of the Declaration of Covenants, Conditions and Restrictions for the Property ("**Declaration**"), Grantor has the right to amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

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

E. Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded on March 2, 2007 as Ada County Instrument No. 107030954, as amended by the First Amendment, shall be further amended by the terms hereof.

NOW THEREFORE, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having

or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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. Article VI (Light Maintenance of Storm Water Facilities) shall be deleted, and the following Article VI shall be substituted in its place:

#### ARTICLE VI: STORM WATER FACILITIES

6.1 Operation and maintenance of the storm water facilities at the Property shall be governed by the operation and maintenance manual for the storm drainage system at Heron River (Parkstone Subdivision), as well as the Manual for Light Maintenance of Storm Water Facilities dated March 17, 2008, and further described in paragraph 6.4 below.

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

6.3 ACHD Right to Inspect and Maintain. ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs. The obligation to pay for maintenance and repairs which ACHD electively performs shall be governed by the Operation and Maintenance Manual for the storm drainage system in the Property, and the Manual for Light Maintenance of Storm Water Facilities dated March 17, 2008, described in paragraph 6.4 below.


6.4 ACHD Approval of Amendments. Any amendment to the Manual for Light Maintenance of Storm Water Facilities dated March 17, 2008, prepared by Engineering Solutions, LLP, to the extent it has any direct impact or affect on the ACHD storm water drainage system, shall be subject to prior review and approval by ACHD.

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, shall be amended by the terms hereof.

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

**GRANTOR:**

HERON RIVER DEVELOPMENT, LLC,  
an Idaho limited liability company



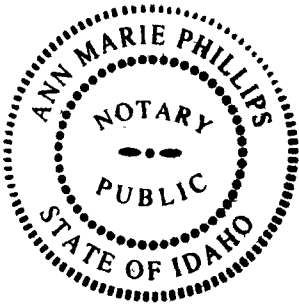
By: R. Craig Groves  
Its: Manager

ACKNOWLEDGMENT

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada

On this 2nd day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Craig Groves, known or identified to me to be the Manager of Heron River Development, 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.

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



Ann Marie Phillips  
Notary Public for Idaho  
Residing at: Boise, ID  
My commission expires: 3/8/2013

**After Recording  
Return to:**

**Michael T. Spink  
Spink Butler, LLP  
P.O. Box 639  
Boise, ID 83701**

**FOR RECORDING INFORMATION**

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

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Third Amendment**") is made effective as of the 19<sup>th</sup> day of April, 2010, by Heron River Development, LLC, an Idaho limited liability company ("**Grantor**" and "**Class B Member**").

**RECITALS:**

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

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

F. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, and as further amended by the Second Amendment, shall be further amended by the terms hereof.

NOW THEREFORE, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 exclude therefrom all that real property more particularly described and depicted on Exhibit A attached hereto and incorporated herein (the "Excluded Property"). None of the Excluded Property shall hereinafter be subject to or encumbered by the Declaration, First Amendment, or Second Amendment.

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, and as further amended by the Second Amendment recorded as Ada County Instrument No. 109078208, shall be amended by the terms hereof.

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

**GRANTOR:**

HERON RIVER DEVELOPMENT, LLC,  
an Idaho limited liability company

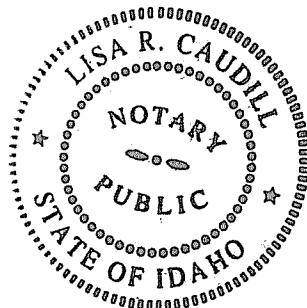



By: R. Craig Groves  
Its: Manager

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

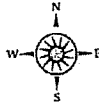
On this 19<sup>th</sup> day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Craig Groves, known or identified to me to be the Manager of Heron River Development, LLC, the Idaho limited liability company that executed the within and foregoing instrument, 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.

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



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Boise, ID  
My commission expires: 6-11-15

**EXHIBIT A**  
**Legal Description and Depiction of Excluded Property**



**DTP SURVEYING, LLC**  
*Professional Land Surveyor*

208.860.3442  
dtpcugh@msn.com  
1506 E. Prohaska Ct.  
Eagle, ID 83616

Revised March 16, 2010

**Description for Ridley's (Commercial) Area**  
**Amended Portion, Parkstone Subdivision**

A parcel of land located in the NE ¼ of Section 17 and the NW ¼ of Section 16, T.4N., R.1W., B.M., Star, Ada County, Idaho, consisting of Lots 43 through 48, Lot 54, and a portion of Lot 42, Block 7, and portions of Lots 11 through 13, Block 9, of Parkstone Subdivision No. 2, as same is recorded in Book 98 of Plats at Page 12450, records of Ada County, Idaho; and also Lots 56, 57, 60, 61, 62, 63, 64, and portions of Lots 58 and 59, Block 7, of Parkstone Subdivision No. 3, as same is recorded in Book 102 of Plats at Page 13596, records of Ada County, Idaho; said parcel being more particularly described as follows: Commencing at the corner common to Sections 8, 9, 16 and 17, from which the 1/4 corner common to said Sections 8 and 17 bears North 89°01'56" West, 2637.74 feet; thence along the north line of said NE ¼ of Section 17 North 89°01'56" West, 101.93 feet; thence South 00°55'40" West, 95.07 feet to the northeasterly corner of Lot 62, Block 7 of said Parkstone Subdivision No. 3, the **REAL POINT OF BEGINNING.**

Thence along the easterly boundary of said Parkstone Subdivision No. 3:

Thence South 00°55'40" West, 174.80 feet;

Thence South 12°12'34" East, 121.16 feet;

Thence South 03°42'12" West, 139.86 feet to a point on the northerly boundary of Lot 54, Block 7 of said Parkstone Subdivision No. 2;

Thence along the boundary of said Lot 54:

Thence South 78°27'41" East, 23.36 feet;

Thence South 88°56'19" East, 77.82 feet to a point on a curve on the westerly right-of-way of S. Plummer Way;

Thence 292.70 feet along the arc of a non-tangent curve to the right, said curve having a radius of 663.00 feet, a delta angle of 25°17'41", and a long chord bearing South 03°30'29" West, 290.33 feet to a point of tangency;



Thence South 16°09'19" West, 11.33 feet to the southeast corner of said Lot 54;

Thence along the southerly boundary of said Lot 54, and the extension thereof, North 78°22'34" West, 474.07 feet;

Thence North 09°20'08" East, 271.62 feet;

Thence North 78°27'41" West, 238.24 feet;

Thence North 89°00'32" West, 73.16 feet;

Thence South 86°20'48" West, 311.57 feet to the northwesterly corner of said Lot 58, Block 7, said point being on the southerly boundary of Lot 64, Block 7 of said Parkstone Subdivision No. 3;

Thence along the southerly and westerly boundaries of said Lot 64 and of Lot 63 of said Block 7:

Thence North 66°54'51" West, 34.53 feet;

Thence North 89°49'51" West, 123.66 feet;

Thence North 06°58'00" East, 225.67 feet;

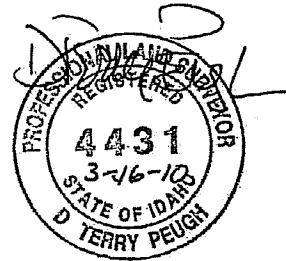
Thence North 00°47'10" East, 66.38 feet;

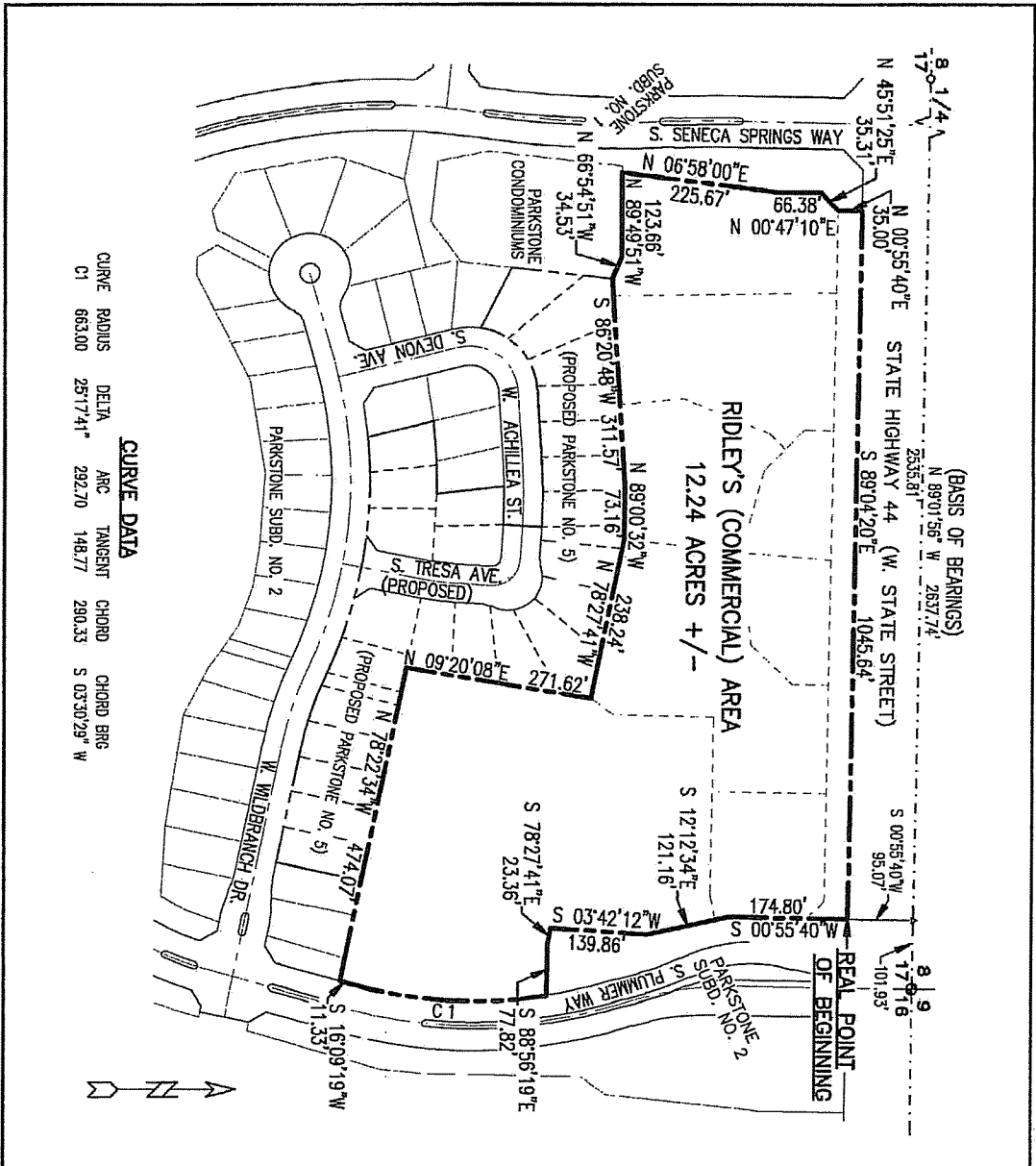
Thence North 45°51'25" East, 35.31 feet to the southwest corner of Lot 62, Block 7 of said Parkstone Subdivision No. 3;

Thence along the west and north boundaries of said Lot 62:

Thence North 00°55'40" East, 35.00 feet;

Thence South 89°04'20" East, 1045.64 feet to the Point of Beginning. Containing 12.24 acres, more or less.





**CURVE DATA**

CURVE RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BRG
C1	663.00	281°14'1"	292.70	148.77	290.33 S 03°30'29" W

SCALE	1"=200'
DWG. DATE	03/16/10 bkb
PROJ. NO.	90518
SHEET	1 OF 1
/90518-CMRCL2.DWG	

**RIDLEY'S (COMMERCIAL) AREA**  
**PORTIONS OF PARKSTONE SUBDIVISION NO. 3**  
**& PROPOSED PARKSTONE SUBDIVISION NO. 5**

LOCATED IN THE NE 1/4 OF SECTION 17  
 AND THE NW 1/4 OF SECTION 16  
 T.4N., R.1W., B.M., STAR, ADA COUNTY, IDAHO

**ENGINEERING SOLUTIONS<sub>LLP</sub>**

1029 N. ROSARIO ST., STE. 100  
 MERIDIAN, IDAHO 83642  
 Phone (208) 938-0980 Fax (208) 938-0941



FOR RECORDING INFORMATION

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

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Fourth Amendment**") is made effective as of the 5<sup>th</sup> day of December 2012, 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:

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

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

G. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, as amended by the Second Amendment, and as further amended by the Third Amendment, shall be further amended by the terms hereof.

NOW THEREFORE, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 shall be amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.2 below:

1.1.2 Parkstone Subdivision No. 4, according to the official plat thereof recorded on the 30th day of April, 2010, as Instrument No. 110039843 in Book 102 of Plats at pages 13726 through 13727, records of Ada County, Idaho. A copy of the final plat is attached hereto as **Exhibit A**. The Common Area lots are as reflected on the final plat attached hereto as Exhibit A. The lots in Parkstone Subdivision No. 4 are designated as Waterview Lots in accordance with Exhibit C to the Declaration.

2. The Declaration shall be amended to add new subsection 4.18.1 below:

4.18.1 In addition to the landscaping requirements in Section 4.18 above, the Owners of Lots 1 through 11, Block 23, Parkstone Subdivision No. 4, shall be required to maintain the property located between the rear lot line of each of said Lots, and the waterline of the pond located on Lot 12, Block 23, Parkstone Subdivision No. 4, according to approved landscape plan and ACHD drainage pond requirements. The Owners of said Lots may install a four-foot (4') wrought iron fence along their rear property line, but shall not be required to do so.

3. The Declaration shall be amended to add new subsection 6.5 below:

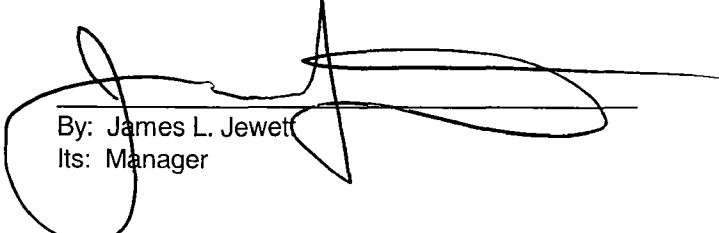
6.5 ACHD Storm Water Drainage System. LOT 12, BLOCK 23 contains the ACHD storm water drainage system in Parkstone Subdivision No. 4. This Lot is encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("**Master Easement**"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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, and as further amended by the Third Amendment recorded as Ada County Instrument No. 110036579, shall be amended by the terms hereof.

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

**GRANTOR:**

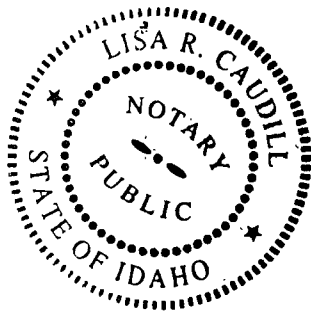
RIVER STONE, LLC,  
an Idaho limited liability company

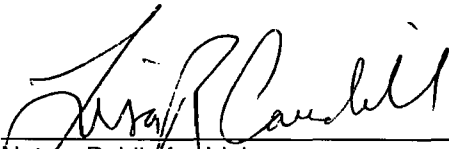
  
By: James L. Jewett  
Its: Manager

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

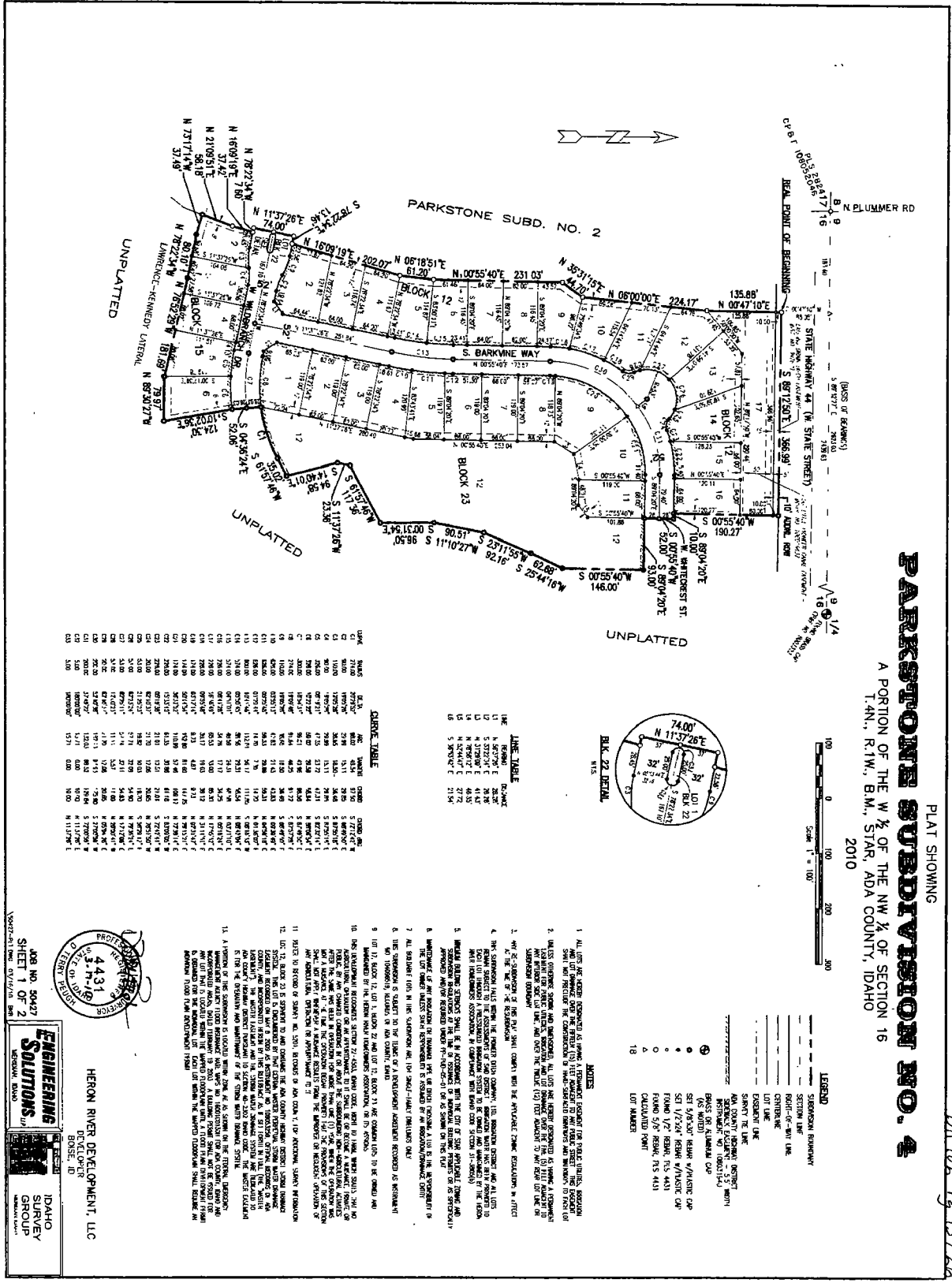
On this 5<sup>th</sup> day of December 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Jewett, known or identified to me to be the Manager of River Stone, LLC, the Idaho limited liability company that executed the within and foregoing instrument, 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.

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

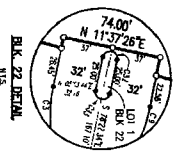


  
Notary Public for Idaho  
Residing at: Boise, ID  
My commission expires: 6-11-15

**EXHIBIT A**  
**Final Recorded Plat of Parkstone Subdivision No. 4.**



**PLAT SHOWING**  
**PARKSTONE SUBDIVISION NO. 4**  
 A PORTION OF THE W 1/4 OF THE NW 1/4 OF SECTION 16  
 T.4N., R.1W., B.M., STAR, ADA COUNTY, IDAHO  
 2010



**LINE TABLE**

LINE	BEARING	DISTANCE
1	N 89°01'42" E	28.35'
2	S 89°01'42" W	28.35'
3	N 89°01'42" E	28.35'
4	S 89°01'42" W	28.35'
5	N 89°01'42" E	28.35'
6	S 89°01'42" W	28.35'
7	N 89°01'42" E	28.35'
8	S 89°01'42" W	28.35'
9	N 89°01'42" E	28.35'
10	S 89°01'42" W	28.35'
11	N 89°01'42" E	28.35'
12	S 89°01'42" W	28.35'
13	N 89°01'42" E	28.35'
14	S 89°01'42" W	28.35'
15	N 89°01'42" E	28.35'
16	S 89°01'42" W	28.35'
17	N 89°01'42" E	28.35'
18	S 89°01'42" W	28.35'

**CURVE TABLE**

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
1	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
2	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
3	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
4	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
5	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
6	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
7	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
8	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
9	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
10	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
11	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
12	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
13	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
14	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
15	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
16	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'
17	N 89°01'42" E	28.35'	N 89°01'42" E	28.35'
18	S 89°01'42" W	28.35'	S 89°01'42" W	28.35'

**NOTES**

- ALL LOTS ARE BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
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- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.
- THE SUBDIVISION IS BOUND BY THE STATE HIGHWAY 44 (N. STATE STREET) TO THE WEST, S. BARKVINE WAY TO THE SOUTH, AND N. PLUMMER RD. TO THE EAST.

PROFESSIONAL SURVEYOR  
 4431  
 4-7-10  
 10/10/2010 10:00 AM

**HERON RIVER DEVELOPMENT, LLC**  
 DEVELOPER  
 BOISE, ID

**ENGINEERING SOLUTIONS, INC.**  
 SURVEY GROUP  
 BOISE, ID

IDAHO SURVEY GROUP  
 1000 S. GARDEN BLVD.  
 BOISE, ID 83725  
 (208) 333-1111

BR 102 Pg 13726





ACCOMMODATION ONLY

FOR RECORDING INFORMATION

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

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Fifth Amendment**") is made effective as of the 16th day of October, 2013, 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:

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. Grantor now desires to amend the Declaration as set forth below, and declare the Property and each lot, parcel or portion thereof, is, and/or shall be, held, sold, conveyed, encumbered,



hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions set forth in the Declaration as amended hereby.

H. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, as amended by the Second Amendment, as amended by the Third Amendment, and as further amended by the Fourth Amendment, shall be further amended by the terms hereof.

NOW THEREFORE, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 shall be amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.3 below:

1.1.3 Parkstone Subdivision No. 6, according to the official plat thereof recorded on the 16th day of September, 2013, as Instrument No. 113105072, in Book 105 of Plats at pages 14445 through 14447, records of Ada County, Idaho. A copy of the final plat is attached hereto as **Exhibit A**. The Common Area lots are as reflected on the final plat attached hereto as Exhibit A. The lots in Parkstone Subdivision No. 6 are designated as Waterview Lots in accordance with Exhibit C to the Declaration.

2. The Declaration shall be amended to add new subsection 4.18.2 below:

4.18.2 In addition to the landscaping requirements in Section 4.18 above, the Owners of Lots 13 through 21 in Block 23, Lots 1 through 7 in Block 24, and Lots 9 through 15 in Block 24, Parkstone Subdivision No. 6, shall be required to maintain the property located between the rear lot line of each of said Lots, and the waterline of the pond located on Lot 8, Block 24, Parkstone Subdivision No. 6, according to approved landscape plan and ACHD drainage pond requirements. The Owners of said Lots may install a four-foot (4') wrought iron fence along their rear property line, but shall not be required to do so.

3. The Declaration shall be amended to add new subsection 6.6 below:

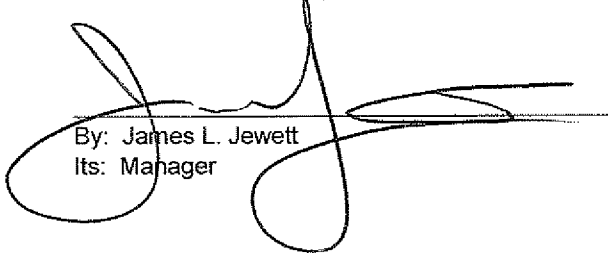
6.6 ACHD Storm Water Drainage System. LOT 8, BLOCK 24 contains the ACHD storm water drainage system in Parkstone Subdivision No. 6. This Lot is encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("**Master Easement**"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

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, and as further amended by the Fourth Amendment recorded as Ada County Instrument No. 112128043, shall be amended by the terms hereof.

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

**GRANTOR:**

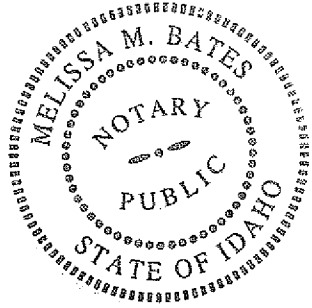
RIVER STONE, LLC,  
an Idaho limited liability company

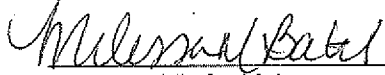
  
By: James L. Jewett  
Its: Manager

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

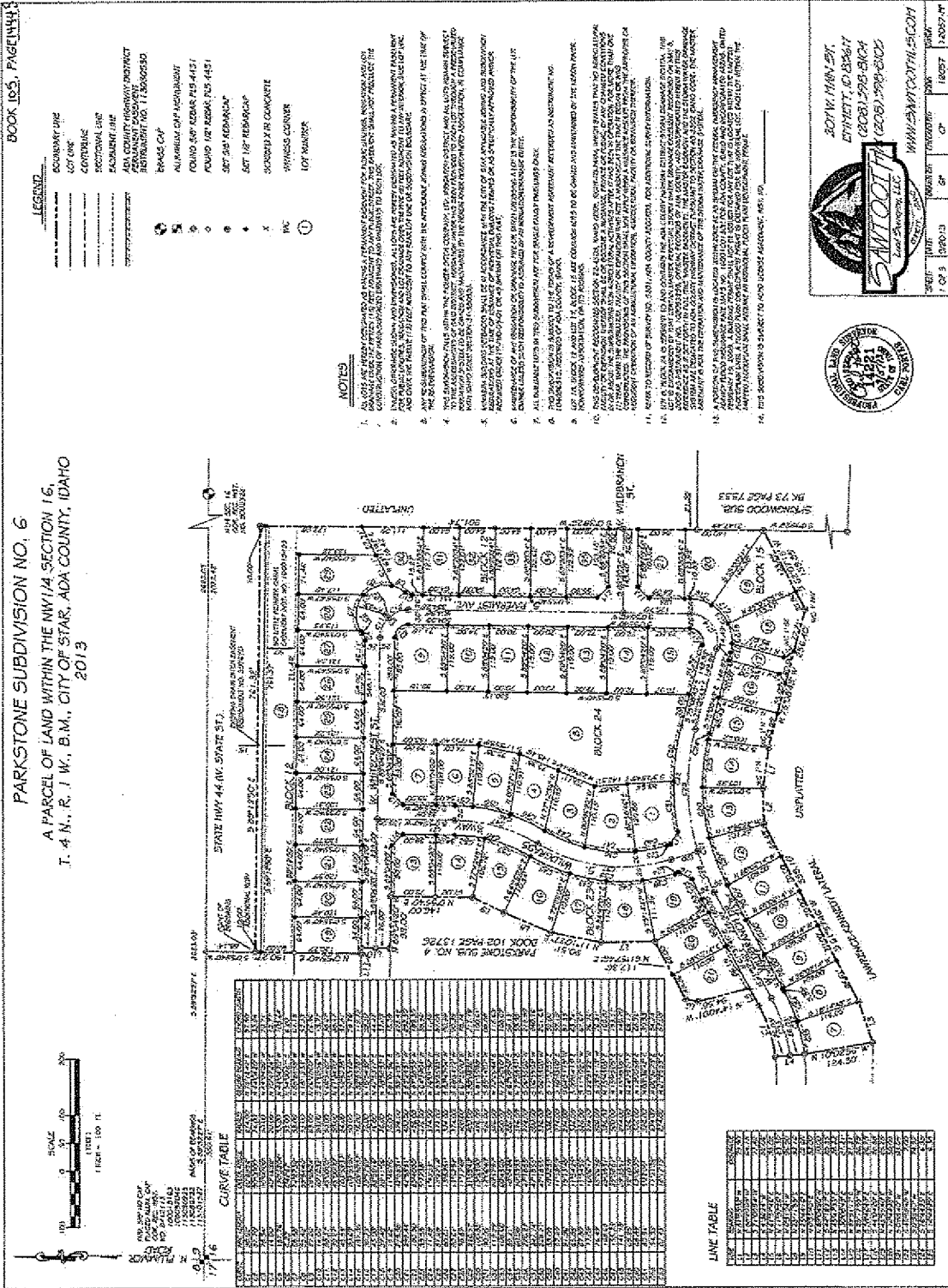
On this 17<sup>th</sup> day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Jewett, known or identified to me to be the Manager of River Stone, LLC, the Idaho limited liability company that executed the within and foregoing instrument, 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.

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



  
Notary Public for Idaho        Residing in Boise, Idaho  
Residing at: \_\_\_\_\_       My Commission Expires 5/24/2017  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Final Recorded Plat of Parkstone Subdivision No. 6**



PARASTONE SUBDIVISION NO. 6  
A PARCEL OF LAND WITHIN THE NW1/4 SECTION 16,  
T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO  
2013

CERTIFICATE OF CHAIR

KNOW ALL MEN BY THESE PRESENTS:

THAT BAKER BROS., AN IDAHO LIMITED LIABILITY COMPANY, IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED  
HEREIN AND IT IS OUR INTENTION TO INCLUDE SAID PROPERTY IN THIS SUBDIVISION PLAN.

THE CHANGES MADE TO THE PLAN ARE NOT DEEMED TO BE A CHANGE OF THE ORIGINAL PLAN AND THE  
OWNER OF SAID PROPERTY HAS AGREED TO ACCEPT SAID CHANGES AND TO WAIVE ALL RIGHTS AND CLAIMS  
IN CONNECTION WITH SAID CHANGES.

THE PUBLIC INTERESTS, AS SHOWN ON THIS PLAN, ARE PROTECTED BY THE PLAN. THE PUBLIC INTERESTS  
ARE PROTECTED BY THE PLAN AND THE PLAN IS NOT DEEMED TO BE A CHANGE OF THE ORIGINAL PLAN AND THE  
OWNER OF SAID PROPERTY HAS AGREED TO ACCEPT SAID CHANGES AND TO WAIVE ALL RIGHTS AND CLAIMS  
IN CONNECTION WITH SAID CHANGES.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 16, T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 647 FEET WEST AND 157.46 FEET SOUTH OF THE INTERSECTION CORNER OF SAID  
SECTION 16 OF TOWNSHIP 4 NORTH AND RANGE 1 WEST, 1ST 2ND, 10th COURT RECORD, AND THE SOUTH END OF SAID  
SECTION 16, A

THENCE SOUTH 052°40' WEST, 801.74 FEET;

THENCE SOUTH 68°07' WEST, 139.20 FEET;

THENCE NORTH 72°09' WEST, 88.10 FEET;

THENCE NORTH 81°53' WEST, 70.00 FEET;

THENCE SOUTH 80°20' WEST, 94.13 FEET;

THENCE SOUTH 61°57' WEST, 336.10 FEET;

THENCE SOUTH 71°03' WEST, 77.45 FEET TO THE SOUTHWEST CORNER OF SAID PARASTONE SUBDIVISION NO. 4;

THENCE ALONG THE EASTERN BOUNDARY OF SAID PARASTONE SUBDIVISION NO. 4, NORTH 12°55' WEST, 134.30  
FEET;

THENCE NORTH 43°34' WEST, 35.06 FEET TO THE BEGINNING OF A 1/4-ACRE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE (1/4) ACRES CURVE, BEING A RADIUS OF  
274.00 FEET, SUBTENDED BY A CHORD BEARING NORTH 79°14' WEST, 27.87 FEET;

THENCE NORTH 81°57'46' WEST, 35.68 FEET;

THENCE NORTH 84°46'01' WEST, 94.38 FEET;

THENCE NORTH 14°23' EAST, 22.32 FEET;

THENCE NORTH 61°57'46' WEST, 172.06 FEET;

THENCE NORTH 03°15'41' WEST, 92.20 FEET;

THENCE NORTH 17°10'27' EAST, 90.51 FEET;

THENCE NORTH 24°17'52' EAST, 91.16 FEET;

THENCE NORTH 23°44'16' EAST, 62.08 FEET;

THENCE NORTH 05°54'07' EAST, 146.92 FEET;

THENCE NORTH 05°54'07' WEST, 93.00 FEET;

THENCE NORTH 60°42'00' WEST, 10.00 FEET;

THENCE NORTH 05°54'07' EAST, 104.77 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 16.77 ACRES MORE OR LESS.

*[Signature]*  
KYLE J. JENSEN, M.D.S.  
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF IDAHO  
COUNTY OF ADA

130

ON THIS 30 DAY OF JULY, 2013, AT 10:00 AM, THE UNDERSIGNED, A NOTARY PUBLIC IN AND  
FOR THE STATE OF IDAHO, HAVE PERSONALLY KNOWN AND BELIEVE TO BE THE  
PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING INSTRUMENT, AND I BELIEVE  
THEY HAVE ENTERED INTO SAID INSTRUMENT FREELY AND VOLUNTARILY, AND I BELIEVE  
THEY ARE CAPABLE OF ENTERING INTO SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL, THE DAY AND DATE FIRST  
MENTIONED IN THESE PRESENTS.



*[Signature]*  
KYLE J. JENSEN  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT IDAHO  
BY COMMISSION EXPIRES 03/09/16

CERTIFICATE OF SURVIVOR

I, CARL POTTER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY  
THE BOARD OF LAND SURVEYING AND MAPPING OF THE STATE OF IDAHO. I HAVE  
REVIEWED THE ATTACHED PLAN AND BELIEVE THAT THE INSTRUMENT IS A TRUE AND  
CORRECT STATEMENT AND ACCURATELY REPRESENTS THE INTENT OF THE PARTIES  
WHOSE NAMES ARE SIGNED TO SAID INSTRUMENT. I HAVE REVIEWED THE INSTRUMENT  
AND BELIEVE THAT THE INSTRUMENT IS A TRUE AND CORRECT STATEMENT AND  
ACCURATELY REPRESENTS THE INTENT OF THE PARTIES WHOSE NAMES ARE SIGNED  
THEREON AND THAT SAID INSTRUMENT IS A TRUE AND CORRECT STATEMENT AND  
ACCURATELY REPRESENTS THE INTENT OF THE PARTIES WHOSE NAMES ARE SIGNED  
THEREON.



CARL POTTER  
P.L.S. 14887

301 W. MAIN ST.  
ERFLETT, IDAHO  
(208) 298-8104  
PA (208) 298-8100  
WWW.SANITCOFF.COM

SHEET	DATE	CONTRACT	NO.	DATE
1	7/20/13	CP	12087	1/20/13
2	7/20/13	CP	12087	1/20/13

PARKSTONE SUBDIVISION NO. 6  
A PARCEL OF LAND WITHIN THE N1/4 SECTION 16,  
T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO  
2013

CENTRAL DISTRICT HEALTH DEPARTMENT

SAUNARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 20, CHAPTER 13 MAY BE  
JANUARY, ACCORDING TO THE LETTER TO BE MAILED ON 1/14/13 WITH THE COUNTY RECORDER, OR THE  
COMMISSIONERS OF THE BOARD OF HEALTH. THE RESTRICTIONS MAY BE REPEALED, IN  
ACCORDANCE WITH SECTION 20-13-03, IDAHO CODE, BY THE BOARD OF HEALTH AT A REGULAR MEETING OF  
THE BOARD.

*Dee Smith*  
CENTRAL DISTRICT HEALTH DEPARTMENT, CEO  
DATE: 1-13-13



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING THAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT  
COMMISSIONERS ON THE 13th DAY OF JANUARY, 2013.

*Shawn*  
CHAIRMAN, ADA COUNTY HIGHWAY DISTRICT  
DATE: 1/13/13



APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER, II AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO,  
ON THIS DAY, 13th DAY OF JANUARY, 2013, HEREBY APPROVE THIS PLAN.

*Dee Walker*  
CITY ENGINEER  
DATE: 1/13/13

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK, II AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO,  
ON THIS DAY, 13th DAY OF JANUARY, 2013, HEREBY APPROVE THIS PLAN.

*Christy*  
CITY CLERK  
DATE: 1-13-13



APPROVAL OF COUNTY SURVEYOR

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

*Donna M. Madsen*  
SURVEYOR  
DATE: 9-14-2013  
PLS 53579



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, DO  
HEREBY CERTIFY THAT ANY AND ALL CURRENT ANNUAL CONDUIT PROPERTY TAXES FOR THE  
PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION, HAVE BEEN PAID IN FULL, THIS CERTIFICATION  
IS VALID FOR THE NEXT TWENTY (20) DAYS.

*Angela Saylor*  
COUNTY TREASURER  
DATE: 9/13/13  
Angela Saylor, Deputy



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
COUNTY OF ADA }  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE OFFICE OF THE COUNTY CLERK, ADA COUNTY,  
IDAHO, AT 3:00 PM ON THIS 13th DAY OF JANUARY, 2013, IN BOOK 165 OF PAGES 1445, 1446, 1447,  
INSTRUMENT NO. 13105, 012.

*Christy*  
COUNTY RECORDER  
DATE: 1-13-13



2013 HANDBOOK  
LAW OFFICE  
SAMIOTTI  
LAW OFFICES, LLC  
300 N. MAIN ST.  
IDAHO FALLS, ID 83401  
(208) 526-9104  
FAX (208) 526-6100  
WWW.SAMIOTTILAW.COM



**FOR RECORDING INFORMATION**

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

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Sixth Amendment**") is made effective as of the 6<sup>th</sup> day of August, 2014, 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:**

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2.1 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. 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**").

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

I. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, as amended by the Second Amendment, as amended by the Third Amendment, as amended by the Fourth Amendment, and as further amended by the Fifth Amendment, shall be further amended by the terms hereof.

NOW THEREFORE, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 following Property is hereby de-annexed and removed from the Declaration:

Lots 2 through 18 in Block 9, and Lots 31 through 50 in Block 7 of Parkstone Subdivision No. 2, according to the official plat thereof filed in Book 98 of Plats at Pages 12450 through 12452, records of Ada County, Idaho.

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, and as further amended by the Fifth Amendment recorded as Ada County Instrument No. 113116347 shall be amended by the terms hereof.

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

**GRANTOR:**

RIVER STONE, LLC,  
an Idaho limited liability company



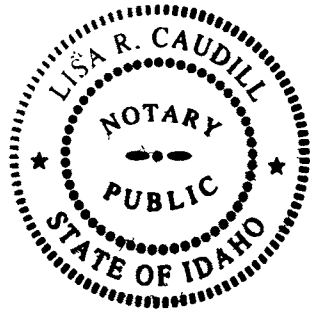
By: James L. Jewett  
Its: Manager

ACKNOWLEDGMENT

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this ~~6~~<sup>7</sup>th day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Jewett, 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.

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



*Lisa R. Caudill*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Boise, ID  
My commission expires: 6-11-15



**ACCOMMODATION ONLY**

**FOR RECORDING INFORMATION**

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

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Seventh Amendment**") is made effective as of the 11<sup>th</sup> day of August 2014, 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:**

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2.1 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. 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**").

H. 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**").

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

J. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, as amended by the Second Amendment, as amended by the Third Amendment, as amended by the Fourth Amendment, as amended by the Fifth Amendment, and as further amended by the Sixth 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, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 following Property is hereby made subject to the additional restrictions and easements set forth herein:

Lots 4 through 10, 12 through 30, 51 and 52 in Block 7; and Lots 1 and 19 through 21 in Block 9 of Parkstone Subdivision No. 2, according to the official plat thereof filed in Book 98 of Plats at Pages 12450 through 12452, records of Ada County, Idaho.

Said Lots are collectively referred to herein as the "**Creekside 2 Lots.**"

2. Pursuant to the First Amendment, the Creekside 2 Lots (and all Building Lots in Parkstone Subdivision No. 2) are designated as Creekside Lots in accordance with Exhibit C to the Declaration.

3. In addition to governance by the Association, the Creekside 2 Lots annexed by this Seventh Amendment shall be maintained by the Creekside at Heron River Maintenance Association, Inc., an Idaho nonprofit corporation (the "**Maintenance HOA**"). The Maintenance HOA is organized by Grantor for the purpose of providing landscape maintenance, landscape replacement and repair, irrigation water, fencing maintenance and repair, and snow removal to the Creekside 2 Lots. Additional Lots may be platted and included within the Maintenance HOA.

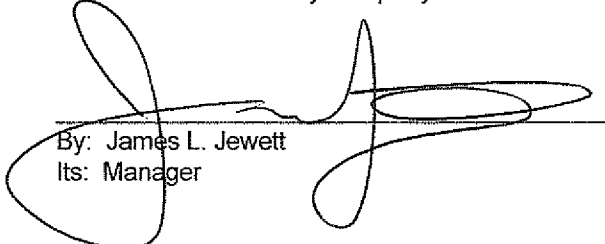
4. In addition to the easements established under Article XIII of the Declaration, the Creekside 2 Lots are subject to, and the Maintenance HOA is hereby granted, easements of access for necessary maintenance and repair of any improvement including fencing, trees and landscaping, and snow removal upon any portion of the Creekside 2 Lots. Such easements may be used by the Maintenance HOA for all purposes reasonably necessary for the maintenance of the Creekside 2 Lots as described herein.

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, and as further amended by the Sixth Amendment recorded as Ada County Instrument No. 2014063701, shall be amended by the terms hereof.

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

**GRANTOR:**

RIVER STONE, LLC,  
an Idaho limited liability company

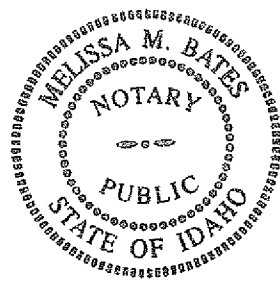
  
By: James L. Jewett  
Its: Manager

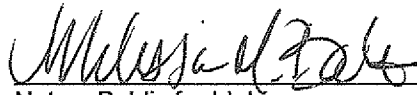
**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 11<sup>th</sup> day of August 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Jewett, 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.

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



  
Notary Public for Idaho  
Residing at: Boise, Idaho  
My commission expires: 5/24/2017



**FOR RECORDING INFORMATION**

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

This Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Eighth Amendment**") is made effective as of the 1st day of December, 2014, 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:

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2.1 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. 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**").

H. 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**").

I. On December 18, 2014, Grantor 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**").

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

K. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended by the First Amendment, as amended by the Second Amendment, as amended by the Third Amendment, as amended by the Fourth Amendment, as amended by the Fifth Amendment, as amended by the Sixth Amendment, and as further amended by the Seventh 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, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 shall be amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.4 below:

1.1.4 Parkstone Subdivision No. 7, according to the official plat thereof recorded on the 26th day of November, 2014, as Instrument No. 2014-096323, in Book 107 of Plats at pages 14957 through 14969, records of Ada County, Idaho. A copy of the final plat is attached hereto as **Exhibit A**. The Common Area lots are as reflected on the final plat attached hereto as Exhibit A. The lots in Parkstone Subdivision No. 7 are designated as Creekside Lots in accordance with Exhibit C to the Declaration.

2. All Building Lots in Parkstone Subdivision No. 7 are hereby annexed as Creekside 2 Lots pursuant to the Seventh Amendment and made subject to the Creekside 2 Maintenance Fee and additional access easements pursuant to the terms of the Seventh Amendment.

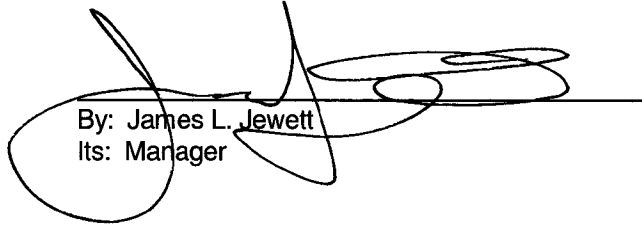
Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded as Ada County Instrument No. 107030954, as amended by the First Amendment recorded as Ada County Instrument No. 108028492, as amended by the Second Amendment recorded as Ada County Instrument No. 109078208, 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, and as further amended by the Seventh Amendment recorded as Ada County Instrument No. 2014-102198, shall be amended by the terms hereof.

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

**GRANTOR:**

RIVER STONE, LLC,  
an Idaho limited liability company

  
By: James L. Jewett  
Its: Manager


**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 11 day of Feb, 2014<sup>5</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared James L. Jewett, 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.

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



  
Notary Public for Idaho  
Residing at: Meridian, ID  
My commission expires: 6/23/20



PARKSTONE SUBDIVISION NO. 7

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS THAT PARKSTONE, LLC, AN OHIO LIMITED LIABILITY COMPANY, AND HERON RIVER DEVELOPMENT, LLC, AN OHIO LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS OUR INTENTION TO INCLUDE SAID SUBDIVISION IN THIS SUBDIVISION PLAN.

THE OWNERS HEREBY CERTIFY THAT ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO RECORDING AND TO BE SUBJECT TO THE CITY OF OHIO, AND THAT THE CITY OF OHIO HAS AGREED TO RECORD THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS AS SHOWN ON THIS PLAN, ARE HEREBY DEDICATED TO THE PUBLIC.

THE EASEMENTS AS SHOWN ON THIS PLAN ARE NOT INTENDED TO BE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVING TO THE OWNERS OF THE REAL PROPERTY AS DESCRIBED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

A REPRESENTATION OF LOTS 50, 51, 52, 53, AND A PORTION OF LOTS 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

ACKNOWLEDGEMENT

STATE OF OHIO }  
COUNTY OF ADA }

ON THIS 14th DAY OF November, 2014, before me, the undersigned a Notary Public in and for said State, personally appeared JAMES L. JENNETT, known to me to be a member/manager of PARKSTONE, LLC, THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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



ACKNOWLEDGEMENT

STATE OF OHIO }  
COUNTY OF ADA }

ON THIS 14th DAY OF November, 2014, before me, the undersigned a Notary Public in and for said State, personally appeared CRAIG GROVES, known to me to be a member/manager of HERON RIVER DEVELOPMENT, LLC, THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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



CERTIFICATE OF SURVEYOR

I, CARL PORTER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF OHIO AND THAT I HAVE PERSONALLY CONDUCTED A SURVEY OF THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT AND THAT I HAVE FOUND THE SAME TO BE ACCURATE AND CORRECT. I HAVE ALSO FOUND THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OHIO PROFESSIONAL LAND SURVEYING ACT, PUBLIC LAW 1422T.



CARL PORTER  
P. L.S. 1422T

101 CANAL ST.  
LYNNETT, ID 83617  
(208) 798-8104  
FAX (208) 798-8100  
WWW.SMITOOFLLC.COM

SHEET	DATE	TOWN	COM
P. 013	10/01/14	1300	13003-01

JAMES L. JENNETT, MANAGER  
PARKSTONE, LLC

R. CRAIG GROVES, MANAGER  
HERON RIVER DEVELOPMENT, LLC



**CENTRAL DISTRICT HEALTH DEPARTMENT**

SAFETY RESTRICTIONS AS REQUIRED BY DNR CODE, TITLE 50, CHAPTER 13 HAVE BEEN REVIEWED AND APPROVED BY THE HEALTH DEPARTMENT. THE RESTRICTIONS SET FORTH ON THIS AGENT LISTING THE CONDITIONS OF APPROVAL. SAFETY RESTRICTIONS BY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1308, DNR CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



[Signature]  
CENTRAL DISTRICT HEALTH DEPARTMENT, DHS  
DATE 9/22/14

**APPROVAL OF ADA COUNTY HIGHWAY DISTRICT**

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THIS DAY OF September, 2014.



[Signature]  
CHAIRMAN, ADA COUNTY HIGHWAY DISTRICT  
DATE 9/22/14

**APPROVAL OF CITY ENGINEER**

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF STAR, ADA COUNTY, DAKOTA, ON THIS DAY, September 22, 2014, HEREBY APPROVE THIS PLAT.

[Signature]  
CITY ENGINEER  
DATE 10/28/14

**APPROVAL OF CITY COUNCIL**

I, [Signature], CITY CLERK, IN AND FOR THE CITY OF STAR, ADA COUNTY, DAKOTA, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 28th DAY OF September, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



[Signature]  
STAR CITY CLERK  
DATE 10-28-14

**APPROVAL OF COUNTY SURVEYOR**

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



[Signature]  
JERRY L. HASTINGS, PLS. 5309  
DATE 11-25-2014

**CERTIFICATE OF COUNTY TREASURER**

I, THE UNDERSIGNED, COUNTY TREASURER, IN AND FOR THE COUNTY OF ADA, STATE OF DAKOTA, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT 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.



[Signature]  
COUNTY TREASURER  
DATE 11/26/14  
signed by Deputy Treasurer

**CERTIFICATE OF COUNTY RECORDER**

STATE OF DAKOTA }  
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SAMTROT LAND SURVEYING, LLC AT 11 MINUTES PAST 10 O'CLOCK AM ON THIS 27th DAY OF NOVEMBER, 2014, IN BOOK 101 OF PLATS, AT PAGES 1452A THROUGH 1452B. INSTRUMENT NO. 2014-11452B.

[Signature]  
COUNTY RECORDER

[Signature]  
EX-OFFICIO RECORDER



101 CANAL ST.  
FARMHILL, ID 83617  
(208) 398-8104  
FAX (208) 398-8100  
WWW.SAMTROTLLC.COM

FILED	NOV 27 2014	RECORDED	105	1,308-47
BOOK	101	PAGE	1452A	



**FOR RECORDING INFORMATION**

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

This Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Ninth Amendment**") is made effective as of the 29<sup>th</sup> day of December, 2016, by Heron Lakes Development, Inc., an Idaho corporation ("**Grantor**" and "**Class B Member**"), successor in interest to River Stone, LLC, an Idaho limited liability company with respect to the 46 lots contained in Phase 8 affected by this Ninth Amendment, successor in interest to Heron River Development, LLC, an Idaho limited liability company.

**RECITALS:**

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. Pursuant to Section 14.2.1 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 amend the Declaration, and any previous amendments thereto.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. 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**").

H. 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**").

I. On December 18, 2014, Grantor 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**").

J. On February 23, 2015, Grantor 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**").

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

L. 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, and Eighth 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, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 certain real property to the Property covered by the Declaration as more specifically described on **Exhibit A** attached hereto and made a part hereof.

2. The Declaration is hereby amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.4 below:

1.1.4 Parkstone Subdivision No. 8, according to the official plat thereof recorded on the 14th day of December, 2016, as Instrument No. 2016-121185, in Book 111 of Plats at pages 15926 through 15929, records of Ada County, Idaho. A copy of the final plat is attached hereto as **Exhibit B**. The Common Area lots are as reflected on the final plat attached hereto as Exhibit B. The lots in Parkstone Subdivision No. 8 are designated as The Preserve Lots in accordance with Exhibit C to the Declaration, as amended hereunder.

3. The Declaration is hereby amended by the addition of new Paragraph 12.1.1 below:

12.1.1 Creation of The Preserve Architectural Design Committee. Within thirty (30) days of the date of this Ninth Amendment, Grantor shall appoint three (3) individuals to serve on The Preserve Architectural Design Committee. The Preserve 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. 8 and Parkstone Subdivision No. 9 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 Preserve Architectural Design Committee need not be an Owner. Members of The Preserve 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 Preserve Architectural Design Committee until such time as all residential lots within Parkstone Subdivision No. 8 and Parkstone Subdivision No. 9 have been sold, notwithstanding the provisions of Section 12.2 of the Declaration.

4. Paragraph 12.2 of the Declaration is hereby amended to add the language set forth below:

Grantor, pursuant to its right under Section 14.2.1 below, may continue to appoint an ADC for each tract added to the Subdivision to supervise design and construction until all homes within such added tract are sold and occupied. Thereafter, ongoing architectural design issues shall be addressed by the original ADC established in Section 12 (hereinafter the "Master ADC").

5. Exhibit C to the Declaration is hereby amended by **Exhibit C-1** attached hereto only with respect to The Preserve Lot category; all other aspects of Exhibit C to the Declaration remain in effect.

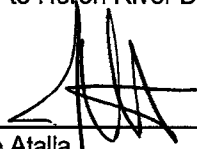
Upon the recording hereof, the terms and provisions set forth in the Declaration, re-recorded as Ada County Instrument No. 107030954, as amended by the First Amendment recorded as Ada County Instrument No. 108028492, as amended by the Second Amendment recorded as Ada County Instrument No. 109078208, 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, and as further amended by the Eighth Amendment recorded as Ada County Instrument No. 2015-013968, shall be amended by the terms hereof.

*[remainder of page is intentionally blank]*

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

**GRANTOR:**

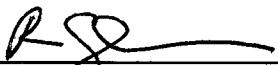
HERON LAKES DEVELOPMENT, INC.,  
an Idaho corporation  
Successor to River Stone, LLC (as to 46 lots in Phase 8);  
Successor to Heron River Development, Inc.

  
\_\_\_\_\_  
By: Joe Atalla  
Its: President

**CONSENT TO ANNEXATION:**

The undersigned, as Owner of a portion of the Property described on attached Exhibit A hereby consents to annexation of the Property.

RIVER STONE, LLC,  
an Idaho limited liability company

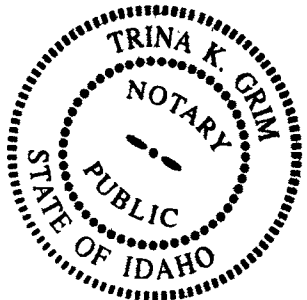
  
\_\_\_\_\_  
By: Craig Groves  
Its: Manager

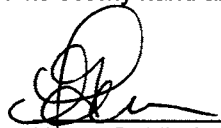
**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 29 day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Atalla, known or identified to me to be the President of Heron Lakes Development, Inc., the corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Boise, Idaho  
My commission expires: 5/10/18

ACKNOWLEDGMENT

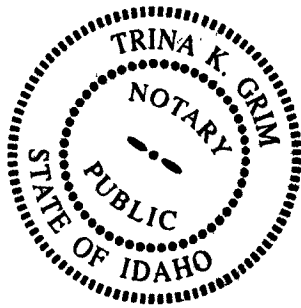
STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 24 day of December, 2016, 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.

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



Notary Public for Idaho  
Residing at: Boise, Idaho  
My commission expires: 5/10/18



**EXHIBIT A**  
**Legal Description of Additional Property**

February 25, 2016

**DESCRIPTION FOR PARKSTONE SUBDIVISION NO. 8**

A portion of the W ½ of the NW ¼ of Section 16, and of the E ½ of the NE ¼ of Section 17, T. 4N., R. 1W., B.M., Star, Ada County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 16, from which the N ¼ corner of said Section 16 bears South 89°32'13" East, 2622.95 feet; thence along the north boundary of said Section 16 South 89°32'13" East, 1311.52 feet to the NE corner of the W ½ of the NW ¼ of said Section 16; thence along the easterly boundary of said W ½ of the NW ¼, partially coinciding with the easterly boundary of Parkstone Subdivision No. 6, as filed for record in Book 105 of Plats at Pages 14445 through 14447, records of Ada County, Idaho, and with the westerly boundary of Springwood Subdivision, as filed for record in Book 73 of Plats at Pages 7533 and 7534, records of Ada County, Idaho, South 00°39'26" West (formerly South 00°39'31" West per the plat of said Springwood Subdivision), 1971.52 feet to the **POINT OF BEGINNING**.

thence continuing along said easterly boundary South 00°39'26" West, 651.79 feet to the SE corner of the W ½ of the NW ¼ of said Section 16;

thence along the southerly boundary of said W ½ of the NW ¼ North 89°16'29" West, 996.67 feet to a point on the ordinary high water line of the right bank of the Boise River;

thence along said ordinary high water line the following courses of its meander approximated by the following courses and distances:

thence North 85°13'54" West, 44.93 feet;

thence North 79°53'53" West, 260.80 feet;

thence North 69°40'25" West, 139.90 feet;

thence South 89°31'06" West, 82.18 feet;

thence North 67°11'29" West, 118.42 feet;

thence leaving said ordinary high water line North 02°56'44" West, 275.55 feet;

thence South 79°47'12" West, 82.94 feet;

thence North 59°25'12" West, 17.04 feet;

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thence North 24°48'31" West, 268.87 feet;

thence North 19°29'59" West, 90.01 feet;

thence North 16°53'43" West, 136.73 feet;

thence North 00°02'59" East, 155.95 feet;

thence North 41°14'43" East, 249.04 feet to a point on the southerly boundary of Parkstone Subdivision No. 2, as filed for record in Book 98 of Plats at Pages 12450 through 12452, records of Ada County, Idaho;

thence along said southerly boundary:

thence North 83°35'56" East, 157.79 feet;

thence North 71°16'39" East, 50.95 feet;

thence North 64°42'29" East, 108.00 feet;

thence North 58°08'19" East, 78.45 feet;

thence North 39°15'55" East, 78.91 feet to a point on the southerly right-of-way of the Lawrence-Kennedy Lateral;

thence leaving said southerly boundary, and along said right-of-way:

thence South 78°22'34" East, 157.05 feet;

thence South 76°52'29" East, 204.81 feet;

thence leaving said right-of-way South 08°29'51" West, 145.66 feet;

thence South 81°30'09" East, 6.51 feet;

thence South 08°29'51" West, 254.05 feet;

thence South 84°28'24" East, 91.45 feet;

thence North 85°38'23" East, 117.40 feet;

thence North 77°08'31" East, 215.50 feet;

thence North 66°42'49" East, 188.75 feet;

thence South 00°39'26" West, 337.11 feet;

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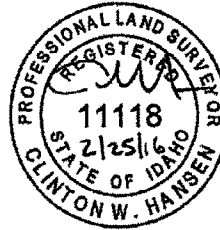


thence South 82°00'00" East, 221.82 feet;

thence South 89°20'34" East, 60.00 feet;

thence South 00°39'26" West, 36.50 feet;

thence South 89°20'34" East, 170.00 feet to the **POINT OF BEGINNING**. Containing 41.57 acres, more or less.



March 31, 2016

**DESCRIPTION FOR PARKSTONE SUBDIVISION NO. 9**

A portion of the W ½ of the NW ¼ of Section 16, and of the SE ½ of the NE ¼ of Section 17, T. 4N., R. 1W., B.M., Star, Ada County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 16, from which the N ¼ corner of said Section 16 bears South 89°32'13" East, 2622.95 feet; thence along the north boundary of said Section 16 South 89°32'13" East, 1311.52 feet to the NE corner of the W ½ of the NW ¼ of said Section 16; thence along the easterly boundary of said W ½ of the NW ¼, partially coinciding with the easterly boundary of Parkstone Subdivision No. 6, as filed for record in Book 105 of Plats at Pages 14445 through 14447, records of Ada County, Idaho, and with the westerly boundary of Springwood Subdivision, as filed for record in Book 73 of Plats at Pages 7533 and 7534, records of Ada County, Idaho, South 00°39'26" West (formerly South 00°39'31" West per the plat of said Springwood Subdivision), 994.22 feet to the POINT OF BEGINNING.

thence continuing along said easterly boundary South 00°39'26" West, 977.30 feet to the northeasterly corner of Parkstone Subdivision No. 8, as filed for record in Book 111 of Plats at Pages 15926 through 15929, records of Ada County, Idaho;

thence along the northerly boundary of said Parkstone Subdivision No. 8:

thence North 89°20'34" West, 170.00 feet;

thence North 00°39'26" East, 36.50 feet;

thence North 89°20'34" West, 60.00 feet;

thence North 82°00'00" West, 221.62 feet;

thence North 00°39'26" East, 337.11 feet;

thence South 66°42'49" West, 188.75 feet;

thence South 77°08'31" West, 215.50 feet;

thence South 85°38'23" West, 117.40 feet;

thence North 84°28'24" West, 91.45 feet;

thence North 08°29'51" East, 254.05 feet;

151225-des.docx

thence North 81°30'09" West, 6.51 feet;

thence North 08°29'51" East, 145.66 feet;

thence North 76°52'29" West, 204.81 feet;

thence North 78°22'34" West, 157.05 feet to a point on the southeasterly boundary of Parkstone Subdivision No. 2, as filed for record in Book 98 of Plats at Pages 12450 through 12452, records of Ada County, Idaho;

thence along said southeasterly boundary:

thence North 39°15'55" East, 74.72 feet;

thence North 21°09'51" East, 37.65 feet to the southwesterly corner of Parkstone Subdivision No. 4, as filed for record in Book 102 of Plats at Pages 13726 and 13727, records of Ada County, Idaho;

thence along the southerly boundary of said Parkstone Subdivision No. 4:

thence South 73°17'14" East, 37.49 feet;

thence South 78°22'34" East, 80.10 feet;

thence South 76°52'29" East, 181.69 feet;

thence South 89°30'27" East, 79.97 feet to the southwesterly corner of Parkstone Subdivision No. 6, as filed for record in Book 105 of Plats at Pages 14445 through 14447, records of Ada County, Idaho;

thence along the southerly boundary of said Parkstone Subdivision No. 6:

thence North 71°08'54" East, 77.42 feet;

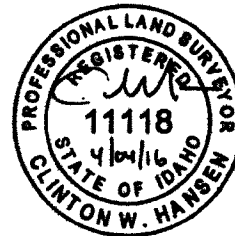
thence North 61°57'46" East, 359.10 feet;

thence North 88°20'03" East, 64.13 feet;

thence South 81°55'32" East, 73.90 feet;

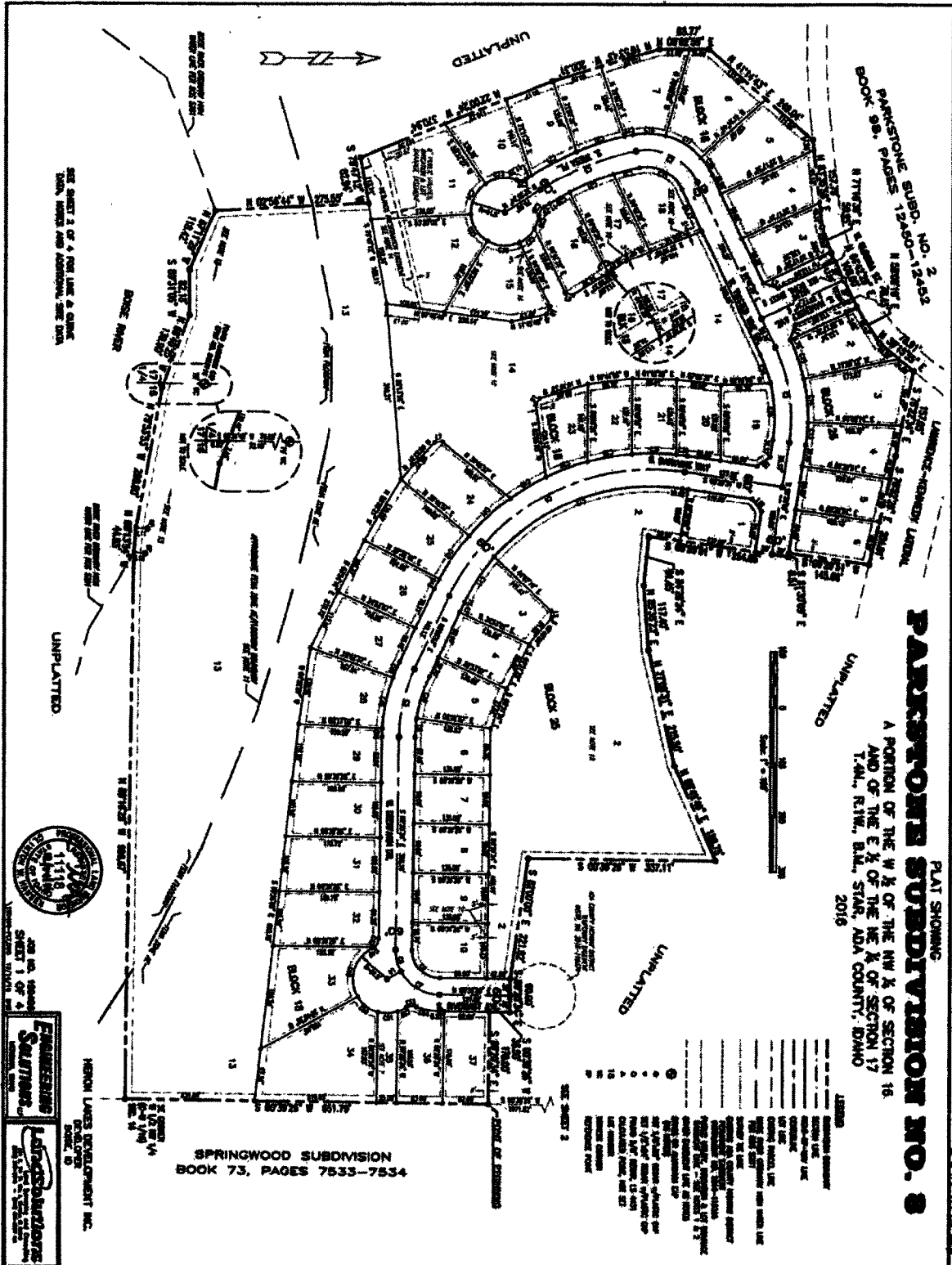
thence South 75°08'43" East, 256.40 feet;

thence North 62°07'15" East, 159.85 feet to the POINT OF BEGINNING. Containing 17.29 acres, more or less.



151225-des.docx

**EXHIBIT B**  
**Final Recorded Plat of Parkstone Subdivision No. 8**







# PARKSTONE SUBDIVISION NO. 8

2014-11-26 15:28:24

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 12<sup>th</sup> DAY OF October 2014.

*Wayne C. Schellhaas*  
 PRESIDENT, ADA COUNTY HIGHWAY DISTRICT



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT  
 STANDARD REQUIREMENTS AS REQUIRED BY BOARD CODE, TITLE 20, CHAPTER 13 HAVE  
 BEEN REVIEWED ACCORDING TO THE LETTER TO BE SIGNED OR FILE WITH THE COUNTY  
 HEALTH DEPARTMENT. THE COMMISSIONER OF APPROVAL, SEVERELY NOTICE  
 THAT THE HEALTH DEPARTMENT HAS NO OBJECTION TO THE FOREGOING PLAT BEING  
 THE RESULT OF A CERTIFICATE OF IMPROVEMENT.

*John D. ...* 10/15/14  
 CENTRAL DISTRICT HEALTH DEPARTMENT



APPROVAL OF CITY COUNCIL  
 THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ADA COUNTY, OKLAHOMA  
 ON THE 12<sup>th</sup> DAY OF October 2014.

*John ...*  
 CITY ENGINEER



APPROVAL OF CITY ENGINEER  
 THE FOREGOING PLAT WAS APPROVED BY THE CITY ENGINEER OF ADA COUNTY,  
 OKLAHOMA, ON THE 12<sup>th</sup> DAY OF October 2014.

*John ...*  
 CITY ENGINEER

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, OKLAHOMA,  
 DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT AND FIND THAT THE SAME  
 COMES WITHIN THE CLASSIFICATION OF PLATS AND SURVEYS  
 AS PROVIDED BY THE STATUTES OF THE STATE OF OKLAHOMA.

*George ...*  
 COUNTY SURVEYOR



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER OF ADA COUNTY, OKLAHOMA,  
 DO HEREBY CERTIFY THAT I HAVE RECEIVED FROM THE SURVEYOR  
 THE PLAT AND THE NECESSARY RECORDS AND THAT THE SAME  
 HAVE BEEN FILED IN MY OFFICE FOR THE NEXT THREE (3) DAYS  
 AS REQUIRED BY THE STATUTES OF THE STATE OF OKLAHOMA.

*Walter ...*  
 COUNTY TREASURER



CERTIFICATE OF COUNTY RECORDER

RECORDED IN 2014-121195  
 STATE OF OKLAHOMA )  
 COUNTY OF ADA )

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED AT THE REQUEST OF  
Charles ... ON 10/15/14 AT  
 THE CITY OF Ada IN THE COUNTY AND THE DATE  
 RECORDED IN BOOK 111 OF PLATS AT PAGE 15504  
 COUNTY RECORDER



HERON LANDS DEVELOPMENT INC.  
 ENGINEERING SOLUTIONS  
 1000 N. ...  
 OKLAHOMA

**EXHIBIT C-1**  
**LOT CATEGORIES**  
**HERON RIVER (PARKSTONE SUBDIVISION) ADC GUIDELINES FOR THE PRESERVE LOTS**

DESCRIPTION	The Preserve
Minimum Square Feet	2,900 sf. 2-story; 1,400 sf. min. at 1 <sup>st</sup> floor 2,400 sf. single level, excluding any upstairs bonus room
Roofing Requirements	30-yr. architectural w/raised ridge & hip; color as approved by ADC; metal roof accents shall be allowed as approved by ADC
Roof Pitch	per architectural style as approved by ADC
Exterior Materials	per architectural style as approved by 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, (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 ADC approval
Garage Features	3-car min.; RV Garages may be approved at the sole discretion of The Preserve Architectural Design Committee and will be assessed individually based on the overall design of the home
Shops and Sheds	requires ADC approval
Recreational Vehicles	enclosed or screened from view as approved by ADC
Basketball Standards	no permanent standards – to be stored at night
Fence	Wrought Iron Fencing only (except perimeter fencing installed by developer); color and design as described in Architectural Design Guidelines





FOR RECORDING INFORMATION

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

This Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Heron River (Parkstone Subdivision) ("**Tenth Amendment**") is made effective as of the 22 day of June, 2017, 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:

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as Heron River (Parkstone Subdivision) ("**Property**"). The Property is being developed in phases.

B. 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.

C. On March 11, 2008, Grantor 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**").

D. 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**").

E. 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**").

F. On December 5, 2012, Grantor 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**").

G. 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**").

H. 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**").

I. On December 18, 2014, Grantor 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**").

J. On February 23, 2015, Grantor 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**").

K. 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**").

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

M. 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, and Ninth 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, Grantor declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, 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 1.1.5 below:

1.1.5 Parkstone Subdivision No. 9, according to the official plat thereof recorded on the 21st day of June, 2017, as Instrument No. 2017-056512, in Book 111 of Plats at pages 16194 through 16196, records of Ada County, Idaho. A copy of the final plat is attached hereto as **Exhibit A**. The Common Area lots are as reflected on the final plat attached hereto as **Exhibit A**. The lots in Parkstone Subdivision No. 9 are designated as Preserve Lots in accordance with **Exhibit C-1** attached to this Tenth Amendment to Declaration of Covenants, Conditions and Restrictions, as amended hereunder.

2. The Declaration is hereby amended so that Building Lots in Parkstone Subdivision No. 9 shall not be subject to any Assessments by the Association unless or until certain conditions are met, by adding a new Section 5.5.1.1.1 to the Declaration, applicable to the Property in Parkstone Subdivision No. 9, or Property added by amendment after the date of this Amendment

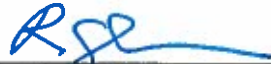
5.5.1.1.1 Notwithstanding anything in the foregoing Section 5.5.1.1, the Association shall not have the power to levy assessments upon any portion of the Property until a building permit has been issued for a residence upon that particular Building Lot, or until title to that Building Lot has been transferred 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 this 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, and as further amended by the Ninth Amendment recorded as Ada County Instrument No. 2016-126501, shall be amended by the terms hereof.

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

**GRANTOR:**

RIVER STONE, LLC,  
an Idaho limited liability company

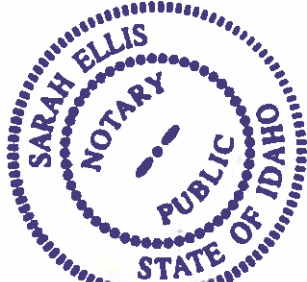
  
\_\_\_\_\_  
By: Craig Groves  
Its: Manager

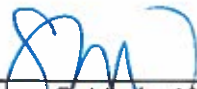
**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 20<sup>th</sup> day of June, 2017, 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.

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



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Messidian, ID  
My commission expires: 5/23/18





# PARKSTONE SUBDIVISION NO. 9

**CERTIFICATE OF COUNTY SURVEYOR**

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

*James L. Heston*  
 COUNTY SURVEYOR  
 6-20-2017  
 PLS 53599



**CERTIFICATE OF COUNTY TREASURER**

COUNTY OF ADA, STATE OF OREGON, FOR THE COUNTY TREASURER, I AND FOR THE COUNTY CLERK, HEREBY CERTIFY THAT ALL CLAIMS AND ALL CLAIMS AGAINST THIS PROPERTY TILES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT SIXTY (60) DAYS ONLY.

*Vicki McNamee*  
 COUNTY TREASURER  
 By Deputy Treasurer *[Signature]*



**CERTIFICATE OF COUNTY RECORDER**

INSTRUMENT NO. 2017-051512  
 STATE OF OREGON )  
 COUNTY OF ADA )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF EVERETT SUBDIVISION AT 5 MINUTES PAST 16 O'CLOCK P.M. THIS 21 DAY OF JUNE 2017 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 111 OF PLATS AT PAGES 11644-11650

*[Signature]*  
 COUNTY RECORDER  
 PLS 53600

**APPROVAL OF CITY COUNCIL**

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF ADA COUNTY, OREGON, HEREBY APPROVE THIS PLAT. ON THIS DAY, JUNE 20, 2017.



**APPROVAL OF CITY ENGINEER**

I, THE UNDERSIGNED, CITY ENGINEER, IN AND FOR THE CITY OF ADA COUNTY, OREGON, HEREBY APPROVE THIS PLAT. ON THIS DAY, JUNE 20, 2017.

*[Signature]*  
 THE CITY ENGINEER

**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 20 DAY OF JUNE 2017.



**APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT**

SANITARY RESTRICTIONS AS REQUIRED BY OREGON CODE, TITLE 33, CHAPTER 13 HAVE BEEN CHECKED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY HEALTH DEPARTMENT. THE HEALTH DEPARTMENT HAS NO SANITARY RESTRICTIONS THAT MAY BE APPLIED, IN ACCORDANCE WITH SECTION 30-1328, OREGON CODE, BY THE GRANTING OF A CERTIFICATE OF DEAPPROVAL.



*[Signature]*  
 ADA COUNTY HEALTH DEPARTMENT



EVERETT SUBDIVISION  
 RIVER STONE, LLC  
 11644-11650  
 BOX 5E, ID



JOB NO. 151222  
 SHEET 3 OF 3  
 11/15/2015 - 11/15/17

**EXHIBIT C-1**  
**LOT CATEGORIES**  
**HERON RIVER (PARKSTONE SUBDIVISION) ADC GUIDELINES FOR THE PRESERVE LOTS**

DESCRIPTION	The Preserve
Minimum Square Feet	2,900 sf. 2-story; 1,400 sf. min. at 1 <sup>st</sup> floor 2,400 sf. single level, excluding any upstairs bonus room
Roofing Requirements	30-yr. architectural w/raised ridge & hip; color as approved by ADC; metal roof accents shall be allowed as approved by ADC
Roof Pitch	per architectural style as approved by ADC
Exterior Materials	per architectural style as approved by 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, (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 ADC approval
Garage Features	3-car min.; RV Garages may be approved at the sole discretion of The Preserve Architectural Design Committee and will be assessed individually based on the overall design of the home
Shops and Sheds	requires ADC approval
Recreational Vehicles	enclosed or screened from view as approved by ADC
Basketball Standards	no permanent standards – to be stored at night
Fence	Wrought Iron Fencing only (except perimeter fencing installed by developer); color and design as described in Architectural Design Guidelines