

STONECREST SUBDIVISION No. 1

A PORTION OF THE SOUTH 1/2 OF THE SW1/4 OF SECTION 7,
AND A PORTION OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 18,
T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2020



- LEGEND**
- ⊕ Found Brass Cap as Noted
 - ⊙ Found 5/8 inch dia. Iron Pin as Noted
 - ⊕ Found Aluminum Cap as Noted
 - ⊙ Found 1/2" Iron Pin "No Cap", Replaced with 5/8"
 - ⊕ Set 1 1/8" Brass Plug "PLS 8251" In Concrete
 - ⊙ Set 5/8 inch dia. x 24 inch Iron Pin w/ Plastic Cap "Koenner PLS 8251"
 - ⊕ Set 1/2 inch dia. x 24 inch iron pin w/ Plastic Cap "Koenner PLS 8251"
 - Block Number
 - ① Lot Number
 - (1) Survey Reference Number
 - Subdivision Boundary Line
 - Section Line
 - Centeline
 - Right of Way Line
 - FEMA Zone "AE" Boundary Line Per Firm Panel 16001CD1253 - Affective Date 6/19/20
 - FEMA Zone "X" Boundary Line Per Firm Panel 16001CD1253 - Affective Date 6/19/20
 - ▨ ITD Right of Way Dedication Area No. 2020-128927

MT 1984
"LS 1002"
CP&F Inst. No.
2016-003580

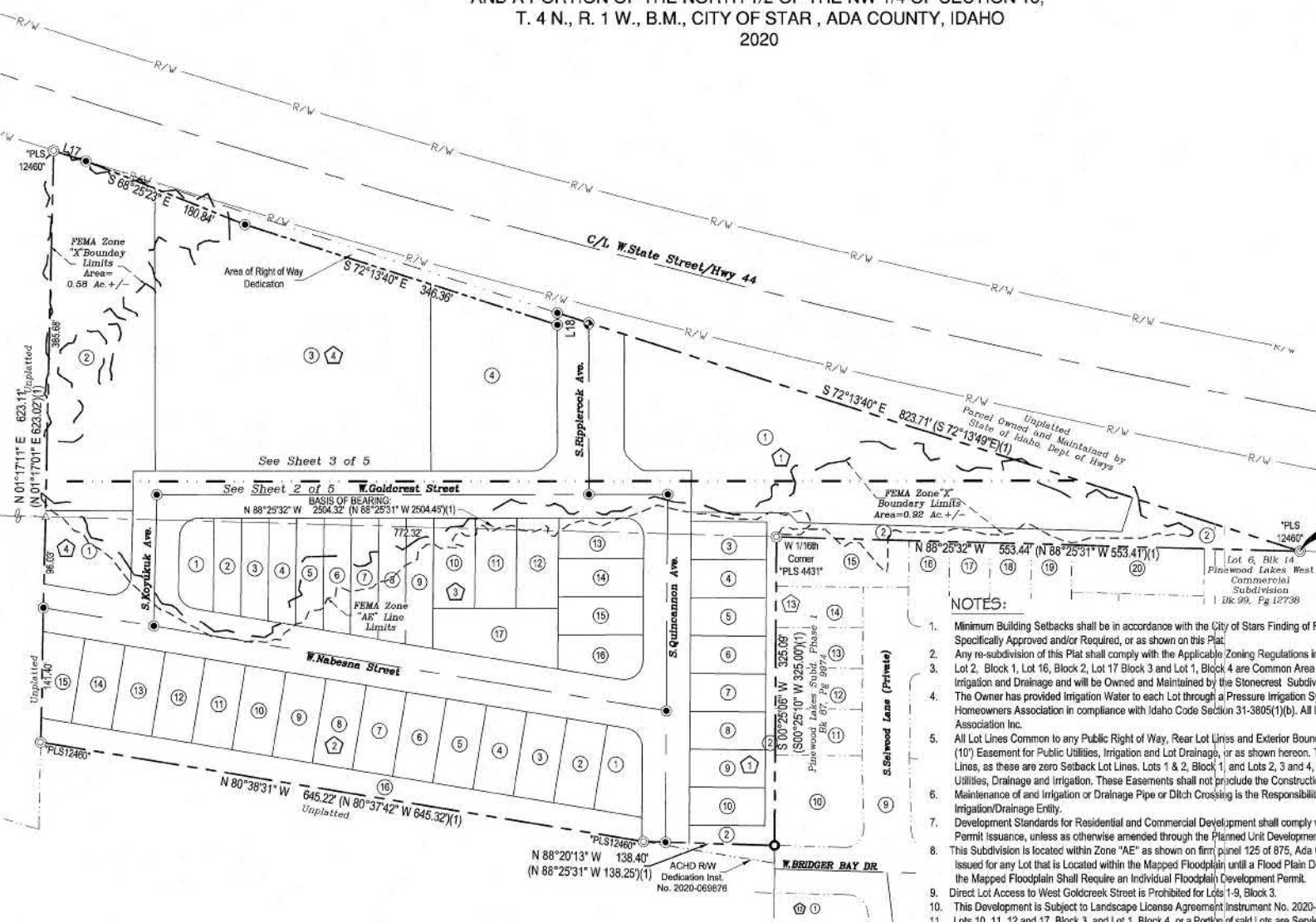
N. Can-Ada-Road

N 00°34'58" E 2843.84

T. 4 N., R. 2 W., B. M.
T. 4 N., R. 1 W., B. M.

"PE 1000"
Canyon County
CP&F Inst.
No. 200819939
Ada County Inst.
7 No. 9412198
13 18 430.02

S. 00°46'43" W. 2840.02



LINE TABLE		
LINE	BEARING	DISTANCE
L17	S 72°13'40" E	35.92
L18	N 00°02'43" W	12.60

SURVEYOR'S NARRATIVE:
This Survey was performed at the request of Stonecrest LLC., to create a Residential and Commercial Subdivision. The Boundary Lines of this Parcel of Land for said Subdivision Plat were established from Record information and from found Monumentation as shown and described hereon.

REFERENCE DATA

- R1) Record of Survey No. 11757, Inst. No. 2019-021331
- R2) Quit Claim Deed Inst. No. 2019-129904
- R3) Pinewood Lakes Subdivision Phase 1- Bk 87, Pg. 9974
- R4) Pinewood Lakes Subdivision Phase 1- Bk. 92, Pg. 11022
- R5) Pinewood Lakes West Commercial- Bk. 99, Pg. 12738

- NOTES:**
1. Minimum Building Setbacks shall be in accordance with the City of Stars Finding of Facts and Conclusions of Law File No. AZ-19-06/PP/PU-19-01 or as Specifically Approved and/or Required, or as shown on this Plat.
 2. Any re-subdivision of this Plat shall comply with the Applicable Zoning Regulations in effect to the time of re-subdivision.
 3. Lot 2, Block 1, Lot 16, Block 2, Lot 17 Block 3 and Lot 1, Block 4 are Common Area Lots having a Blanket Easement for Public Utilities, Pressure & Gravity Irrigation and Drainage and will be Owned and Maintained by the Stonecrest Subdivision No.1 Homeowners Association.
 4. The Owner has provided Irrigation Water to each Lot through a Pressure Irrigation System to be Owned and Maintained by the Stonecrest Subdivision No.1 Homeowners Association in compliance with Idaho Code Section 31-3805(1)(b). All Lots will be subject to Assessments from the Middleton Irrigation Association Inc.
 5. All Lot Lines Common to any Public Right of Way, Rear Lot Lines and Exterior Boundary Lines are hereby designated as having a Permanent Ten foot wide (10') Easement for Public Utilities, Irrigation and Lot Drainage, or as shown hereon. There are also no Easements adjacent to any Interior Residential Lot Lines, as these are zero Setback Lot Lines. Lots 1 & 2, Block 1, and Lots 2, 3 and 4, Block 4 are Commercial Lots and have a Blanket Easement for Public Utilities, Drainage and Irrigation. These Easements shall not preclude the Construction of hard-surfaced Driveways and Walkways to each Lot.
 6. Maintenance of and Irrigation or Drainage Pipe or Ditch Crossing is the Responsibility of the Lot Owner unless such Responsibility is Assumed by and Irrigation/Drainage Entity.
 7. Development Standards for Residential and Commercial Development shall comply with the effective Building and Zoning Requirements at time of Building Permit Issuance, unless as otherwise amended through the Planned Unit Development.
 8. This Subdivision is located within Zone "AE" as shown on firm panel 125 of 875, Ada County, Idaho and Incorporated Areas. A Building Permit Shall not be issued for any Lot that is Located within the Mapped Floodplain until a Flood Plain Development Permit is obtained for the Individual Lot. Each Lot within the Mapped Floodplain Shall Require an Individual Floodplain Development Permit.
 9. Direct Lot Access to West Goldcreek Street is Prohibited for Lots 1-9, Block 3.
 10. This Development is Subject to Landscape License Agreement Instrument No. 2020-069877, Records of Ada County, Idaho.
 11. Lots 10, 11, 12 and 17, Block 3, and Lot 1, Block 4, or a Portion of said Lots are Servient to and Contain the ACHD Storm Water Drainage System. These Lots are Encumbered by that Certain First Amended Master Perpetual Storm Water Drainage Easement Recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (The "Master Easement"). The Master Easement and the Storm Water Drainage System are Dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the Operation and Maintenance of the Storm Water Drainage System. (See Sheets 2 & 3 of this Plat).
 12. Lot 1, Block 1, and Lots 2, 3 and 4, Block 4 are Commercial Lots.
 13. This Development is Subject to Drainage District No.2 License Agreement Recorded as Instrument No. 2020-017480, Records of Ada County, Idaho.
 14. This Development is Subject to Middleton Mill Ditch Company, Middleton Irrigation Association, Inc., and Flake Ditch Company License Agreement Recorded as Instrument No. 2020-017473 & Instrument No. 2020-017474, Records of Ada County, Idaho.
 15. Maintenance of and Irrigation or Drainage Pipe or Ditch Crossing is the Responsibility of the Lot Owner unless such Responsibility is Assumed by and Irrigation/Drainage Entity.
 16. This Development Recognizes Section 22-4503 of the Idaho Code, Right of Farm Act, which States: No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof.

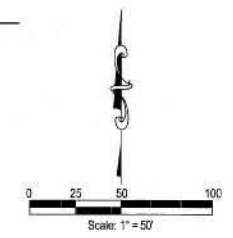
"PE 1000"
Canyon County
CP&F Inst. No.
2016-033100
Ada County Inst.
No. 103114725

PROFESSIONAL LAND SURVEYOR
REGISTERED
8251
Lawrence H. Koerner
LAWRENCE H. KOERNER
STATE OF IDAHO

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
JN 12219 SHEET 1 OF 5 11/18/2020

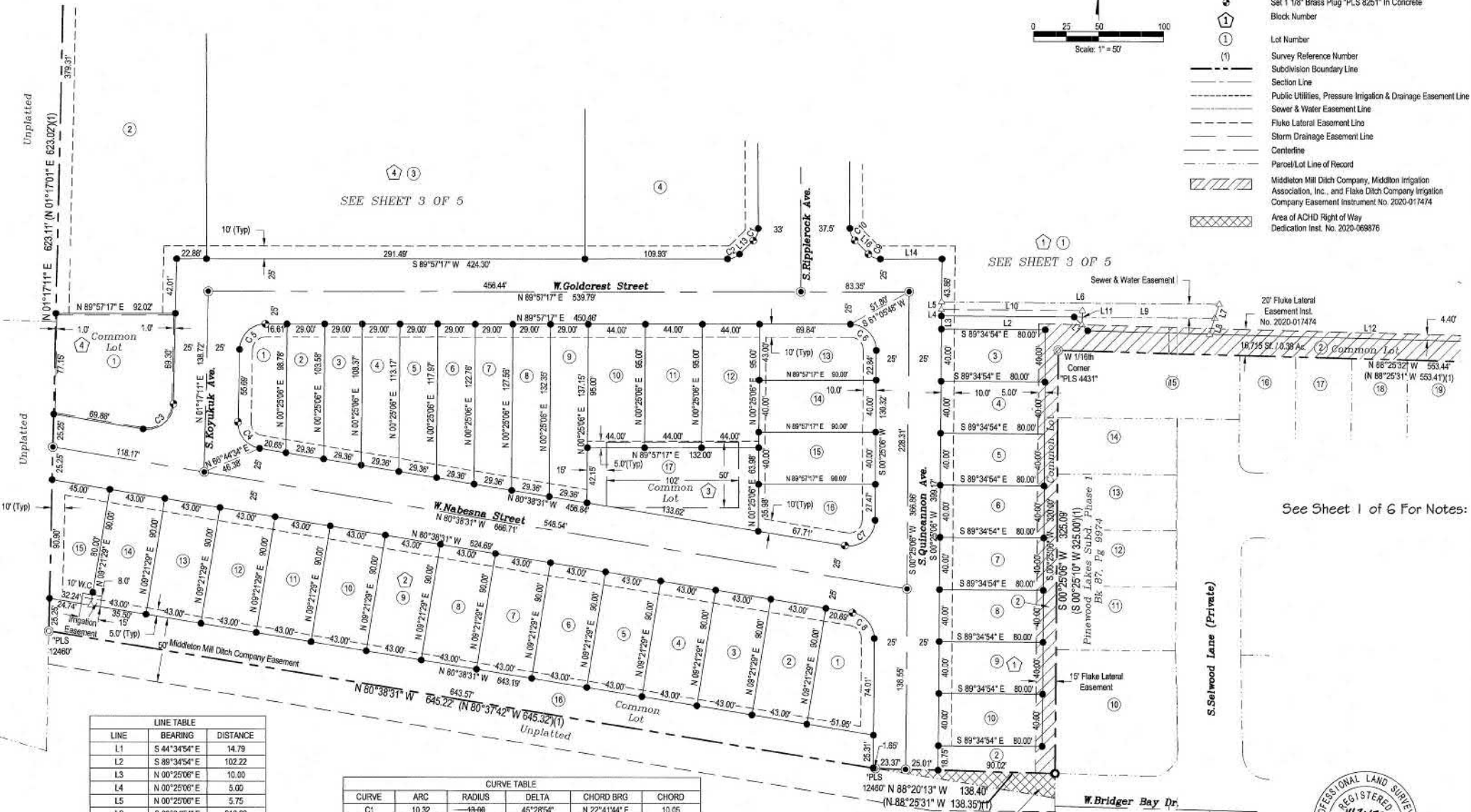
STONECREST SUBDIVISION No. 1

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AND A PORTION OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 18,
T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
2020



LEGEND

- △ Calculated Point
- Found 5/8 inch dia. Iron Pin as Noted
- Found 1/2" Iron Pin "No Cap", Replaced with 5/8"
- Set 5/8 inch dia. x 24 inch Iron Pin w/ Plastic Cap "Koerner PLS 8251"
- Set 1/2 inch dia. x 24 inch Iron pin w/ Plastic Cap "Koerner PLS 8251"
- Set 1 1/8" Brass Plug "PLS 8251" In Concrete Block Number
- ① Lot Number
- (1) Survey Reference Number
- Subdivision Boundary Line
- Section Line
- Public Utilities, Pressure Irrigation & Drainage Easement Line
- Sewer & Water Easement Line
- Fluke Lateral Easement Line
- Storm Drainage Easement Line
- Centerline
- Parcel/Lot Line of Record
- ▨ Middleton Mill Ditch Company, Middleton Irrigation Association, Inc. and Flake Ditch Company Irrigation Company Easement Instrument No. 2020-017474
- ▩ Area of ACHD Right of Way Dedication Inst. No. 2020-069876



SEE SHEET 3 OF 5

SEE SHEET 3 OF 5

See Sheet 1 of 6 For Notes:

LINE	BEARING	DISTANCE
L1	S 44°34'54" E	14.79
L2	S 89°34'54" E	102.22
L3	N 00°25'06" E	10.00
L4	N 00°25'06" E	5.00
L5	N 00°25'06" E	5.75
L6	S 89°34'54" E	213.83
L7	N 17°46'20" E	11.26
L8	S 17°46'20" W	12.94
L9	S 89°34'54" E	108.25
L10	S 89°34'54" E	106.80
L11	S 01°34'28" W	10.98
L12	S 88°25'32" E	466.61
L13	N 45°26'12" E	14.82
L14	S 89°57'17" W	47.54
L15	N 17°46'20" E	37.64
L16	N 45°3'35" W	14.85

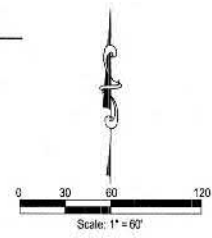
CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	10.32	13.00	45°28'54"	N 22°41'44" E	10.05
C2	10.10	13.00	44°3'106"	N 67°41'44" E	9.85
C3	34.23	20.00	98°04'18"	N 50°19'20" E	30.20
C4	28.00	20.00	81°55'42"	S 39°40'40" E	26.22
C5	30.95	20.00	88°40'06"	S 45°37'14" W	27.95
C6	31.58	20.00	90°27'49"	N 44°48'48" W	28.40
C7	34.54	20.00	98°58'23"	N 49°53'18" E	30.40
C8	28.30	20.00	81°03'37"	N 40°06'42" W	25.99
C9	10.21	13.00	45°00'45"	S 67°33'58" E	9.95
C10	10.21	13.00	45°00'52"	S 22°33'08" E	9.95
C11	2.17	43.00	02°53'26"	S 01°24'00" W	2.17



COMPASS LAND SURVEYING, PLLC
 623 11th Avenue South Nampa, ID 83651
 Office: (208) 442-0115 Fax: (208) 327-2106
 JN 12219 SHEET 2 OF 5 11/18/2020

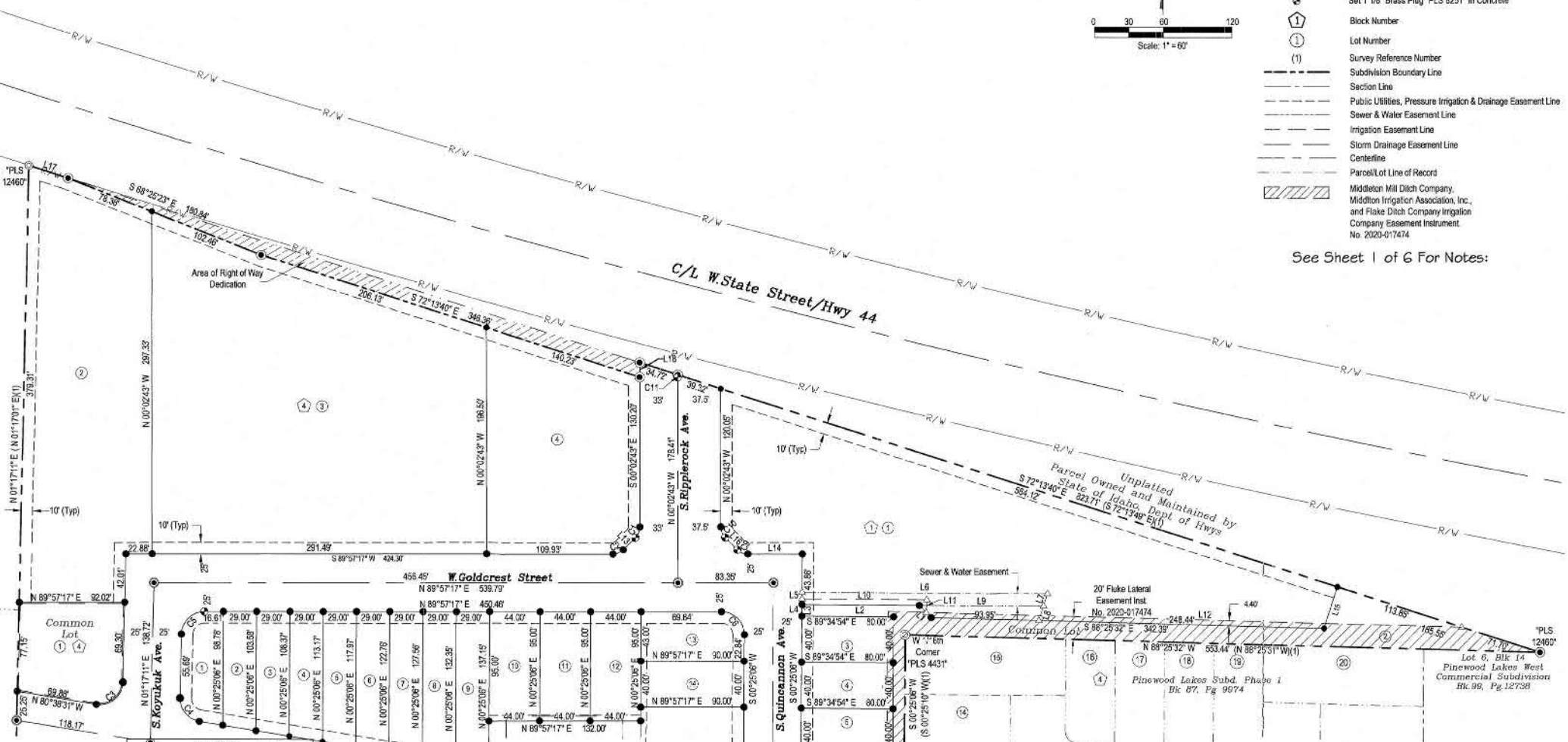
PLAT OF STONECREST SUBDIVISION No. 1

A PORTION OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 7,
AND A PORTION OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 18,
T. 4 N., R. 1 W., B.M., CITY OF STAR, ADA COUNTY, IDAHO
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 - Parcel/ Lot Line of Record
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See Sheet 1 of 6 For Notes:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°34'54" W	14.79
L2	S 89°34'54" E	102.22
L3	N 00°25'06" E	10.00
L4	N 00°25'06" E	5.00
L5	N 00°25'06" E	5.75
L6	S 89°34'54" E	213.83
L7	N 17°46'20" E	11.28
L8	S 17°46'20" W	12.94
L9	S 89°34'54" E	108.25
L10	S 89°34'54" E	108.60
L11	S 01°34'28" W	10.38
L12	S 88°25'32" E	406.61
L13	N 45°26'12" E	14.82
L14	S 89°57'17" W	47.54
L15	N 17°46'20" E	37.64
L16	N 45°03'35" W	14.85
L17	S 72°13'40" E	35.92
L18	N 00°02'43" W	12.60

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	10.32	13.00	45°28'54"	N 22°41'14" E	10.05
C2	10.10	13.00	44°31'00"	N 87°41'14" E	9.85
C3	34.23	20.00	98°04'18"	N 50°19'20" E	30.29
C4	28.60	20.00	81°55'42"	S 38°40'40" E	26.22
C5	30.95	20.00	86°40'06"	S 45°37'14" W	27.95
C6	31.58	20.00	90°27'49"	N 44°48'48" W	28.40
C7	34.54	20.00	96°56'23"	N 49°53'18" E	30.40
C8	28.30	20.00	81°03'37"	N 40°06'42" W	25.99
C9	10.21	13.00	45°00'45"	S 87°33'58" E	9.85
C10	10.21	13.00	45°00'52"	S 22°33'39" E	9.95
C11	2.17	43.00	02°53'28"	S 11°24'00" W	2.17

SEE SHEET 2 OF 5



COMPASS LAND SURVEYING, PLLC
 623 11th Avenue South Nampa, ID 83651
 Office: (208) 442-0115 Fax: (208) 327-2106
 JN 12219 11/18/2020

PLAT OF
STONECREST SUBDIVISION No. 1

2020

CERTIFICATE OF OWNERS

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

The following Describes a Parcel of Land being a Portion of the South 1/2 of the SW 1/4 of Section 7, and a Portion of the North 1/2 of the NW 1/4 of Section 18 Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County Idaho, and more particularly described as follows:

COMMENCING at the 1/4 Corner being Common with Sections 7 & 18, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County Idaho which is being Monumented with a found Aluminum Cap "PLS 7729"; From which, the Section Corner being Common with said Sections 7 & 18, which is being Monumented with a found Brass Cap PE 1001 bears, North 88°25'32" West, 2504.32 feet (filed for Record as North 88°25'31" West 2504.45 feet); Thence along the 1/4 Section Line of said Sections 7 & 18, North 88°25'32" West, 748.55 feet (filed for Record as North 88°25'31" West 748.68 feet) to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460", the **POINT OF BEGINNING**;

Thence continuing, North 88°25'32" West, 553.44 feet (filed for Record as North 88°25'31" West 553.41 feet) to a found 5/8" Iron Pin w/Plastic Cap "PLS 4431" Marking the West 1/16th Corner of said Sections 7 & 18. Said Corner also being the Northwest Corner of Pinewood Lakes Subdivision Phase 1 as filed for Record in Book 87 of Plats at Pages 9974 thru 9976;

Thence leaving said 1/4 Section Line, and along the Easterly Boundary Line of the NW 1/4 NW 1/4 of said Section 18, and also being the Westerly Boundary Line of said Pinewood Lakes Subdivision Phase 1, South 00°25'06" West, 325.09 feet (filed for Record as South 00°25'10" West, 325.00 feet) to a found 1/2" Iron Pin with "No Cap", Replaced with a set 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence leaving said Boundary Lines, and along the Prolongation of the Northerly Right of Way Line of West Bridger Bay Drive as Described in ACHD Right of Way Dedication Deed Instrument No. 2020-069876, Records of Ada County, Idaho, North 88°20'13" West, 138.40 feet (filed for Record as North 88°25'31" West, 138.35 feet) to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460";

Thence leaving said Prolongation, North 80°38'31" West, 645.22 feet (as filed for Record as North 80°37'42" West, 645.32 feet) to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460";

Thence, North 01°17'11" East, 623.11 feet (filed for Record as North 01°17'01" East, 623.02 feet) to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460";

Thence, South 72°13'40" East, 35.92 feet to a set 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence, South 68°25'23" East, 180.84 feet along the Southerly Right of Way Line of West State Street/ Highway 44 as Described in Deed Instrument No. 2020-126927, Records of Ada County, Idaho to a set 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence, continuing, South 72°13'40" East, 346.36 feet to a set 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence continuing, North 00°02'43" West, 12.90 feet to a set 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence leaving said Southerly Right of Way Line, South 72°13'40" East, 823.71 feet (filed for Record as South 72°13'49" East) to the **POINT OF BEGINNING**;

The above Described Parcel of Land contains 10.89 Acres, more or less.

The Public Streets as shown on this Plat are hereby Dedicated to the Public. The Easements are not Dedicated to the Public, but are reserved for the right and purpose as designated within this plat and no permanent structures other than those for Public Utilities, Pressure Irrigation and Drainage Purposes, and for any other uses as Designated hereon are to be erected within the limits of said Easements.

All Lots in this Subdivision will be Eligible to receive Water Service from the Star Sewer and Water District, and the Star Sewer and Water District has agreed in writing to serve all Lots within this Subdivision.

In witness whereof, we have here unto set our hands this 23rd Day of November, 2020.

Dennis D Downs 11/23/2020
Dennis D. Downs /Date
Manager, Stonecrest LLC.,

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF ADA

} SS

On this 23rd day of November, in the year 2020, before me, Dennis D. Downs personally appeared, known or identified to me to be the Manager of Stonecrest LLC., the Corporation that Executed the Instrument or the person who Executed the Instrument on behalf of said Corporation and acknowledged to me that said Corporation Executed the same.

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

Zach Sanford
Notary Public for D.L. Evans Bank
Residing at Boise, Idaho
Commission expires 05/24/2022



CERTIFICATE OF SURVEYOR

I, Lawrence H. Koerner do Heroby Certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as Described in the Certificate of owners and the Attached Plat was Drawn from an Actual Survey made on the Ground, made by me or under my Direct Supervision and Accurately Represents the Points Platted hereon, and is in Conformity with State of Idaho Codes Relating to Plats, Surveys and the Corner Perpetuation and Filing Act, Idaho Codes 55-1601 Through 55-1612.

Lawrence H. Koerner
Lawrence H. Koerner



11/23/20
License No. 8251

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
JN 12219 10/30/20

PLAT OF
STONECREST SUBDIVISION No. 1

2020

APPROVAL OF CITY ENGINEER

I, the Undersigned, City Engineer in and for the City of Star, Ada County, Idaho, on this Day, September 21, 2020 hereby approve this Plat.

[Signature] PF # 11621
City Engineer Date 9/21/20

APPROVAL OF CITY COUNCIL

I, the Undersigned, 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 21st Day of April, 2020, This Final Plat was Approved and Accepted.

[Signature]
City Clerk, Star, Idaho Date 9-21-2020



ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

The Foregoing Plat was Accepted and Approved by the Board of Ada County Highway District Commissioner on the 8 Day of Sept, 2020

[Signature]
President Date
Signed by Bruce S. Veng, Director for President



HEALTH CERTIFICATE

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/Her Agent Listing the Conditions of Approval. Sanitary Restrictions may be Reimposed, in Accordance with Section 50-1326, Idaho Code, by the Issuance of a Certificate of Disapproval.

[Signature] PEHS
Health Officer Date 6.3.2020



CERTIFICATE OF THE COUNTY TREASURER

I, the Undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the Requirements of Idaho Code 50-1308, do Hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property Included in this Subdivision have been paid in full. This Certification is valid FOR the next Thirty (30) Days only.

Elizabeth Mahn 11.27.2020
County Treasurer Date
Signed by Deputy: Alexandra Wyatt



CERTIFICATE OF COUNTY SURVEYOR

I, the Undersigned, Professional Land Surveyor for Ada County, Idaho, Hereby Certify that I have Checked this Plat and find that it Complies with the State of Idaho Code Relating to Plats and Surveys.

Jerry L. Hastings 11-24-2020
Ada County Surveyor Date
PLS 5359



STATE OF IDAHO }
COUNTY OF ADA } SS

Filed for record at the request of Compass Land Surveying, PLLC
39 Min. past 3 o'clock P.M. this 21st day of NOV, 2020
Phil McGrane, Recorder, By [Signature] Deputy
Instrument Number 2020-164541
Fee \$ 26.00



COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
JN 12219 05/13/20

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=45 CHE FOWLER
COMPASS LAND SURVEYING

2020-164542
11/30/2020 03:40 PM
AMOUNT:\$142.00



00892372202001645420450454

DECLARATION

OF

COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR PORTIONS OF

STONECREST SUBDIVISION NO. 1

NOTICE

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

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

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

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PORTIONS OF
STONECREST SUBDIVISION NO. 1**

THIS DECLARATION OF COVENANTS, CONDITIONS AND PROTECTIVE RESTRICTIONS FOR PORTIONS OF STONECREST SUBDIVISION NO. 1 (“**Declaration**”) is made this 30 day of November, 2020, by STONECREST LLC, an Idaho limited liability company (“**Declarant**”).

**ARTICLE 1
RECITALS**

1.1. Property Covered.

The property subject to this Declaration consists of approximately 5.62 acres of unimproved real property located in Star, Idaho, as more particularly described on the attached Exhibit A, along with any additional property made subject to this Declaration by recorded Supplemental Declarations (“**Real Property**”). The Property consists of the residential portion of Stonecrest Subdivision No. 1 as depicted on the final Plat of Stonecrest Subdivision No. 1 recorded in the official records of Ada County, Idaho.

1.2. Purpose of Declaration.

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

1.3. Residential Development.

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

**ARTICLE 2
DECLARATION**

Declarant hereby declares that the Real Property, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Real Property, and to enhance the value, desirability and attractiveness of the Subdivision. The terms and Restrictions set forth herein shall run with the land constituting the Real Property, and with each estate therein, and shall be binding upon any person having or acquiring any right, title or interest in the Real Property or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Real Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each person or Owner having or holding an interest in the Real Property and such person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any person having or holding an interest in the Subdivision or such person's successors in interest, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

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

ARTICLE 3 DEFINITIONS

"ADRC" shall mean the Architectural Design Review Committee as described in Section 11.1.

"Articles" shall mean the articles of incorporation of the Association.

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

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

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

"Bylaws" shall mean the Bylaws of the Association.

"Common Area" shall mean any or all parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members (including personal property, real property and/or improvements located thereon), including without limitation, all parcels that are designated on a recorded Plat or otherwise by

Declarant as roads, common area lots, streets, drives, parking areas or drives, common open space, pastures, wildlife habitat, common landscaped areas, storage facilities, recreational facilities and other amenities and facilities. Common Area may be established from time to time by Declarant on any portion of the Real Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary and/or beneficial to the Real Property. Common Area may include easement and/or license rights. Common Area includes Lots 2 and ___ Block 1; Lots 16 Block 2 and Lots 17 and 3, Block ___ and any improvements thereto.

Lot 1 Block 4

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

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

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

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

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

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

“**Plat**” shall mean any subdivision plat covering any portion of the Real Property as recorded in the Ada County, Idaho Recorder’s Office, particularly including but not limited to that certain Plat for Stonecrest Subdivision No. 1, attached as Exhibit B, recorded in the records of Ada County, Idaho, as amended and supplemented from time to time.

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

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

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

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

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

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

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

ARTICLE 4 OWNERS' ASSOCIATION

4.1. Organization.

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

4.2. Membership.

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

4.3. Powers.

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

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

4.3.2 Right of Enforcement. The Association shall be the primary entity responsible for enforcement of this Declaration. The Association in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, shall have the right to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

4.3.3 Delegation of Powers. Delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the Class B Member Termination Date (defined below).

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

Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws and/or any design guidelines of the ADRC, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws or any design guidelines of the ADRC to the extent, but only to the extent, of any such inconsistency.

4.3.5 Improvements Within Public Right-of-Way. Maintain, improve, operate, repair and replace any facilities and improvements, including, without limitation, Common Area, drainage systems or facilities, bridge facades, pathways, landscape islands or median strips, and landscaping or landscaping improvements located in any public rights-of-way which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace pursuant to any Plat, or any license, easement or other agreement.

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

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

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

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

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

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

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

4.4. Duties.

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

4.4.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, including any signs placed at the entrances to, or otherwise in the vicinity of the Real Property. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association. The Association shall cause to be taken reasonable efforts to clear ice and snow accumulations from roads and streets within the Subdivision and the Common Areas. Each Owner shall be responsible to clear ice and snow accumulations from all other locations on such Owner's Lot, including but not limited to all driveways and walkways (and steps, if applicable) to the Residence's main entrance.

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

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

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

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

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

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

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

4.4.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of Ada County also including, without limitation, the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

4.5. Manager.

The Association must employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than two (2) years, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section.

4.6. Personal Liability.

Each Owner understands and agrees that Declarant, the Association, the Manager, the ADRC and the directors, officers, agents, employees and committee members of any of them (each individually a "**Released Party**") shall be immune from personal liability to such Owner or any other person, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Project Documents that does not constitute gross negligence or willful misconduct on the part of such Released Party. The Association shall indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Project Documents; provided, however, the Association shall not be obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct. No Released Party shall not be liable to any Owner, and each Owner releases each Released Party from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses.

ARTICLE 5 OWNERS' ASSOCIATION CONTROL

5.1.

1.1. Control of Affairs of Association.

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

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

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

5.1.3 All rules and regulations adopted by the Declarant;

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

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

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

5.1.7 A copy of the following, if available:

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

5.1.7.2 The original specifications, indicating all subsequent material changes;

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

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

5.1.8 Insurance policies;

5.1.9 Copies of any occupancy permits issued for the Subdivision;

5.1.10 A list of any written warranties on the Common Area that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;

5.1.11 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

5.1.12 Any other contracts to which the Association is a party.

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

5.2. Voting Rights.

The Association shall have two classes of voting memberships:

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

5.2.2 Class B Member. Declarant, by and through Declarant's designated representative (hereinafter "**Declarant's Delegate**"), shall be the Class B Member, and shall be the sole voting Member of the Association entitled to one (1) vote for each Lot until the Class B Member Termination Date. The Class B Member shall cease to be a voting Member in the Association upon the earliest to occur of the following: (1) the date upon which the Declarant no longer owns any property or Lot within the Subdivision; (2) the date Declarant informs the Board in writing that Declarant no longer wishes to exercise its rights as the Class B Member hereunder; or (3) December 31, 2030. Such date shall be the "**Class B Member Termination Date.**"

ARTICLE 6 PROPERTY RIGHTS IN THE COMMON PROPERTIES

6.1. Members' Easement of Enjoyment.

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

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

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

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

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

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

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

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

ARTICLE 7 EASEMENTS

7.1. Easements of Access.

Declarant expressly reserves for the benefit of the Real Property and the Association, and for the benefit of property adjacent to Stonecrest Subdivision No. 1 owned by Declarant that will be separately subdivided and platted ("**Adjacent Property**"), reciprocal easements of ingress and egress for all Owners and owners of the Adjacent Property, to and from their respective Lots or properties for installation and repair of utility services, across and upon adjacent Lots and Common Area resulting from the normal use of adjoining Lots and Common Area, and for necessary maintenance and repair of any improvement thereon, including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Real Property, for pedestrian walkways,

vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or the Common Area.

7.2. Drainage and Utility Easements.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document, including those described in Article 9 below, which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any Owner, Association, or the Declarant owning a Lot upon which such easement is located, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the ADRC and/or Ada County Highway District ("ACHD"), so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Any damage sustained to such improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where improvements were so damaged, or in the event the easement area where improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefore. ACHD shall be entitled to inspect each of the drainage facilities on the Common Area to ensure that proper maintenance is performed by the Association. After such inspection, ACHD may provide the Association with written notice of those maintenance actions that ACHD claims should be taken, giving the Association a reasonable time to take to complete them after receipt of such notice. In the event that the Association fails to take proper maintenance action after notice from ACHD, ACHD may thereafter perform the required maintenance and charge the reasonable cost of such maintenance to the Association, and take such lawful actions necessary to obtain payment from the Association.

Declarant hereby declares, grants, and conveys a permanent cross easement for the benefit of all Owners and the Association for the collection, storage and dispersal of drainage waters in the locations described and/or depicted in the O&M Manual (defined below), together with the right of access thereto from time to time as necessary for the full exercise of the rights declared, granted and conveyed hereby. The easement granted and conveyed herein may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Real Property.

7.3. General Landscaping.

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

7.4. Declarant's Rights Incident to Construction.

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

7.5. Emergency Easement.

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

7.6. Maintenance Easement.

An easement is hereby reserved to Declarant, which may be granted to the Association, and any member of its Board, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot as required by the Project Documents.

**ARTICLE 8
COVENANT FOR ASSESSMENTS**

8.1. Purpose of Assessments.

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

8.2. Regular Assessments.

All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board. Idaho Code Section 55-116 provides for an association to provide a statement upon request by an owner within 5 business days after receipt of request. The statement shall include at a minimum, the amount of annual dues and the due

date and any unpaid assessments or other charges owing at the time of request. The Association is bound by the amount set forth within such statement of account. On or before January 1 of each year, the Association or its agent shall provide property owners within the association a disclosure of fees that will be charged to an Owner in connection with any transfer of ownership of their property. Fees imposed by the association for the calendar year following the disclosure shall not exceed the amount set for the on the annual disclosure. No fee may be charged to expedite the request.

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorney's fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and Water Rights, including all improvements located on such areas owned and/or managed and maintained by the Association, the payment and delivery of water supply to the Subdivision (the "Operating Expenses"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, the Water Rights, the Pressured Irrigation System or other property of the Association that must be replaced and maintained on a regular basis (the "Repair Expenses"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of the Association, are collectively referred to herein as the "**Expenses.**"

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute and levy the amount of Regular Assessments owed by its Members for the first fiscal year within six (6) months following the month in which the closing of the first sale of a Lot occurs in the Real Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments by the Association shall take place not less than 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 (1) year.

8.2.2.1 Amounts paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to the Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. With respect to the Regular Assessments to be paid for any given fiscal year, the total amount of such Assessments shall be allocated equally between the Lots (excluding Common Area Lots) based on the total amount of Regular Assessments divided by the total number of Lots (excluding Common Area Lots), such that every Lot is allocated the same Regular Assessment.

Notwithstanding anything herein to the contrary, those Lots (and the area of same) owned by the Declarant from time to time shall be disregarded for all purposes in making the foregoing calculations and Assessments.

8.3. Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, improvement, protection, maintenance, repair, management and operation of improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Real Property which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

8.4. Limited Assessments.

Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association may levy a Limited Assessment against a Member and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the Project Documents, for damage caused by the Member, a Member's tenant, representative or invitee, or any member of the Member's family, to any Common Area or any other portion of the Real Property or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

8.5. Notice and Assessment Due Date.

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

Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

8.6. Reserve Account.

The Association may, but is not required to, 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. Any reserve account established under this Section shall be funded by separate reserve assessments against the Lots in such amount as the Owners may approve as a part of the annual Association budget. Any reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or Owners of Lots.

8.7. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the costs of any unexpected or unfunded maintenance for the Common Area. This Section shall not prohibit the Board from authorizing capital expenditures for replacement, repairs or improvements from funds generated by regular assessments.

8.8. Improvements in the Public Right-of-Way.

Maintain, improve, operate, repair and replace the facilities and improvements described in Section 4.3.5.

8.9. Taxes and Assessments.

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

8.10. Water and Other Utilities.

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

8.11. Insurance.

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

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

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

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

8.11.4 Such insurance as described in Section 12.6.1;

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

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

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

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

8.12.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs,

including the costs and expenses for any lien or lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.12.2 Assessment Liens.

8.12.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the rate of twelve percent (12%) per annum, and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including without limitation, reasonable attorneys' fees and or any fee charged by a trustee for conducting a foreclosure sale pursuant to any lien that is foreclosed upon, or any fee for title report, or other fees associated with a foreclosure. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recordation of a notice of assessment with the 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 assessment except for tax liens for real property taxes on any Lot and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

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

8.12.2.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney or any title company authorized to do business in Idaho as trustee for the purpose of conducting such sale or foreclosure.

8.12.2.4 Required Notice. No action may be brought to foreclose the lien created by recordation of the notice of assessment, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such notice of assessment has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner

(at the address of such Owner's Lot) described in such notice of assessment, and to the person in possession of such Condominium(s) and a copy thereof is recorded by the Association in the Ada County Recorder's Office.

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

8.13. Exempt Property.

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

8.14. Set Up, Transfer Fee and Initial Regular Assessment.

Assessments shall commence as to each Lot upon the closing of the first sale of such Lot from Declarant, or as to the remaining Lots owned by Declarant, when such Lots are no longer offered for sale to the general public. At each such closing, the Owner thereof shall pay a set up fee in the amount of Two Hundred Fifty Dollars (\$250.00) and also such portion of the existing Regular Assessment, pro-rated for the remainder of the calendar year. These initial Assessments shall be paid to the Declarant to reimburse the Declarant the set up costs and the maintenance of the Common Area and related facilities and other Association costs incurred or to be incurred by the Declarant prior to the Class B Termination Date. The pro rata portion of the Regular Assessment will be paid to the Declarant for each closing that occurs prior to the Class B Termination Date and only be paid to the Association if the Association has conducted its first annual meeting, elected a Board of Directors and assumed the obligations and expenses of the Association. The Declarant shall have the exclusive use of the assessments for the purposes of discharging the duties and obligations of the Association until the Class B Termination Date. For each Lot that has been sold to a builder who subsequently conveys the Lot to a homeowner; or for each Lot that is purchased from the Declarant by a homeowner, there shall be assessed against such Lot a transfer fee in the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), which fee shall be paid to the Association to cover the costs incurred in connection with the management of the affairs of the Association, and may not be used for any purpose prohibited by applicable law. A transfer fee is not a prepayment of any other fee or assessment. The Association, upon its first meeting, shall initiate Assessments in accordance with this Declaration without regard to or an accounting of the initial deposits or other Assessments previously paid to the Declarant.

ARTICLE 9

STORM WATER DRAINAGE SYSTEM

9.1. Drainage.

There shall be no interference with established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ADRC, the Ada County Highway District (“ACHD”), and the City of Star. For the purpose hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the ADRC, ACHD and the City of Star, which may include drainage from Common Area over any Lot in the Property.

9.2. Maintenance of Storm Water Drainage System.

The Owners and the Association, as applicable, shall maintain the storm water drainage system in accordance with the O&M Manual (defined below). Drainage is provided by a system of area drains that provide a direct conduit to subsurface soils and subsurface water sources and constructed in the locations, described and/or depicted in the Stonecrest Subdivision Storm Drainage Operation and Maintenance Plan dated on or about June 22, 2020 prepared by Breckon Land Design, Inc. (the “O&M Manual”). Required maintenance shall include, but not be limited to, the following:

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

ARTICLE 10 DEVELOPMENT STANDARDS AND USE RESTRICTIONS

10.1. Land and Building Type.

No Lot shall be used except for single family residential purposes. No Lot shall be subdivided or partitioned. No improvement shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling or one townhouse, with a garage, and a storage building if desired excepted as permitted by this Declaration and as approved by the ADRC. This Declaration is not intended to serve as authority for the ADRC to control the interior layout or design of residential Structures except to the extent necessitated by use, size and height restrictions. The Declaration is intended to serve as authority for the ADRC or its designate to use its judgment to see that all Structures and improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, location on the Real Property, height, grade and finished ground elevation,

landscaping and all aesthetic considerations as set forth in this declaration or the design guidelines promulgated by the ADRC (the "Design Guidelines"). Plans and specifications shall be submitted to the Board for approval prior to the commencement of construction or earthwork. Plan and specification approval shall not be unreasonably withheld nor conditioned with respect to the construction of a Residence on a Lot in accordance with this Declaration. However, Declarant's use of any Residence on a Lot as a sales office or model home for purposes of sales in the Subdivision shall not be subject to the regulation of the Board during all times in which Declarant owns Lots within the Subdivision.

10.2. Plat Easements.

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

10.3. Setbacks.

No building or other structure (exclusive of fences and similar structures approved by the ADRC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Star applicable to the Real Property except as may be modified by a conditional use permit issued by the City of Star or (ii) the ADRC Design Guidelines or approval, whichever requires the greater distance. The ADRC shall have the right to stagger setbacks of the Lot in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

10.4. Garages; Minimum Square Footage of Living Space.

Each Residence shall have an attached or detached fully enclosed garage having minimum capacity or square footage as set forth in the ADRC Design Guidelines or otherwise required by the ADRC. No carports will be allowed. The minimum square footage of living area within a Residence shall be as provided in the Design Guidelines and as approved by the

ADRC in its sole and absolute discretion. The square footage of the living area shall be based upon the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage. THE OWNER (OR HIS/HER BUILDER) SHOULD REVIEW THE ADRC DESIGN GUIDELINES.

10.5. Temporary Structure.

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

10.6. Parking.

No motor homes, trailers, boats, camper, recreational vehicles, and other mobile equipment, trailers, implements and vehicles (excluding automobiles) of all kinds or nature shall be parked or stored on any Lot, unless such items are fully screened or enclosed from view, and unless the ADRC has otherwise approved the location and/or screening of said items. No vehicle should be parked or stored for a period in excess of seventy-two (72) consecutive hours on any street, Lot or any other portion of the Real Property, including driveways. A minimum of one off street parking space for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. The Owner shall provide sufficient garage space for all automobiles and other vehicles used by the occupants of the Lot, which vehicles shall be kept within the garage other than for temporary purposes. No commercial vehicle, trucks with a capacity in excess of one (1) ton, shall be parked or stored upon any Lot or street within the subdivision.

No truck, truck camper, tent, garage, barn, shack or other outbuilding or vehicle shall at any time be used as a residence or living place on any part of Real Property.

10.7. Landscaping, Fences, Hedges and Trees.

Any fence or hedges installed in the front yard or on side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot, shall not exceed four (4) feet in height. Any fence or hedge installed on the remainder of the Lot shall not exceed six (6) feet in height. All other fences, including side yard fencing, must be vinyl solid fencing or view fencing as approved by the ADRC, and shall be a maximum height of six feet. There shall be no wood or chain link fences on any Lot or Common Area. Any fence that faces a street must meet the design criteria established by the Board and/or the ADRC. No building, wall, fence, paving, landscaping or other construction of any type shall be erected or maintained by an Owner so as to trespass or encroach upon any Common Area unless specifically approved by the Board in writing.

The Owner of any Lot, including, without limitation, Declarant or any successor Declarant, shall be obligated to plant, prior to the issuance of a certificate of occupancy for any Residence constructed on a Lot, and maintain in good condition thereafter, all trees or other plantings as may be required by the City of Star, the Board or the ADRC. Declarant shall be responsible for such planting and maintenance with respect to all trees and plantings in, on or

about the Common Area in the time and manner required by the City of Star from time to time. The Owner of each Lot shall be responsible for the maintenance of all trees, grass, plantings, and landscaping on the portions of the Lots facing the common road and sidewalk areas. The Owner of each Lot shall also provide for the maintenance of all trees, plantings, fencing, and landscaping located the remainder of Owner's Lot, including, without limitation, all trees, plantings and landscaping located on the Lot's rear patio.

10.8. Offensive Activities.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to other Owners. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. All garbage and other waste shall be kept in sanitary containers emptied weekly and stored behind a solid fence or inside the garage. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or Federal requirements.

10.9. Business and Commercial Use.

Except as otherwise provided herein, no trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any Lot, except for (i) one room offices which are not designated by exterior signs and do not create additional vehicle traffic, and (ii) any home builder or Declarant, who is constructing Residences on Lots, or storing construction materials and equipment on said Lots in the normal course of said construction and to use completed homes as sales models as provided herein. Notwithstanding anything to the contrary provided herein, Lots 1-9 may be used for both residential and business purposes ("Live-Work Units"), provided that such business is non-retail in nature. The businesses operated out of the Live-Work Units must be permitted uses within the City of Star Zoning Designation of Central Business District Zoning District, and all Live-Work Units shall follow and comply with all applicable zoning rules and ordinances at all times. No more than three customers shall be permitted onsite at Live-Work Unit at one time, and business hours of operation for the Live-Work Units shall not exceed 8:00 AM – 9:00 PM Monday-Friday and 9:00 AM – 5:00 PM Saturday-Sunday. The Association shall designate street parking for the Live-Work Units' non-exclusive use.

10.10. Signs.

No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than four (4) square feet advertising the Lot for sale. This restriction shall not prohibit the temporary placement of political signs on any Lot by its Owner, or placement of a professionally made sign by Declarant, which complies with local applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, realtors or agents during construction and sales of Residences.

10.11. No Further Subdivision.

No Lot may be further subdivided unless expressly approved in writing by the Board or Declarant, so long as Declarant owns a Lot in the Subdivision. Any such further subdivision

shall be consistent with all applicable city, county and state laws, rules, regulations and ordinances.

10.12. Declarant's Right of Development.

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

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

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

10.13. Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose, and (b) any such Household Pets shall be properly restrained and controlled at any time they are within the Subdivision. "Household Pets" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl.

Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property shall be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the Subdivision shall also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy animals prior to complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by such Household Pet.

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

10.14. Antennas and Service Facilities.

No exterior antennas, aerials or satellite dishes (except satellite dishes 19" or less in width) shall be permitted on any part of the Real Property unless installed by Declarant or otherwise approved by the ARDC in writing. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.

10.15. Exterior Finish.

The exterior of all Structures on any Lot shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing Structures and landscaping in the Subdivision. Siding of either hardboard, concrete composite lap or shingle siding, stucco or

“drivet” type siding, board and batten may be allowed by the ADRC provided that it is consistent with an overall style and design of the homes in the subdivision, or other material approved by the Board. Stucco board, T-111 type plywood, or other pressed wood sheet, or vinyl lap siding will not be permitted. Exterior colors must be approved in writing by the ADRC in accordance with the provisions of Article 11, and shall include a minimum of three (3) paint colors for the body, trim and accents unless otherwise determined by the ADRC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Structure they adjoin.

10.16. Roofing.

All Structures shall have roofs constructed of composite shingles with high definition ridges, with a 30 year architectural composition. All roof colors are subject to the approval of the Board and are limited to black, weathered wood, gray and dark brown. Roof color may not be changed without prior written approval of the Board.

10.17. Exterior Elevations.

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

10.18. Trash.

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

10.19. Agricultural Uses.

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

10.20. Mailboxes.

All mailboxes shall be constructed or installed on any Lot only if in compliance with the ADRC Design Guidelines.

10.21. Outbuildings and Basketball Backboards.

Outbuildings, separate garages, sheds and shelters may be constructed only simultaneously with or after a Residence has been constructed on the Owners Lot. All such outbuildings shall be constructed only after written approval thereof by the ADRC. All

outbuildings shall be constructed of similar or compatible exterior materials with the Residence so as to be aesthetically compatible therewith. All outbuildings constructed on a Lot shall be in compliance with the applicable ordinance of the City of Star, Idaho.

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

10.22. Construction Time Frame.

All construction work on Residences shall be diligently and continuously pursued, and shall be completed within seven (7) months from the date construction started.

10.23. Drainage.

There shall be no interference with the established drainage pattern over any portion of the Real Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ADRC (defined in Section 11.1 below) and the City of Star. 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 Real Property is completed by Declarant, or that drainage which is shown on any plans approved by the ADRC and the City of Star, which may include drainage from Common Area over any Lot in the Subdivision.

10.24. Encroachments.

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

10.25. Leasing.

In order to foster and maintain the stable, residential character of the Subdivision and to preserve the Subdivision values, no Owner may lease, in whole or part, such Owner's Lot or the primary residential dwelling located thereon to any person or entity except as expressly permitted in this Section 10.25. For purposes of this Section 10.25, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. For purposes of this Section 10.25, a "member of such Owner's family" shall be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. Owner may lease its entire Lot to any tenant comprised as of a single housekeeping unit so long as such lease is for a term of six (6) months or greater. For purposes of this Section, the term "single housekeeping

unit” shall be one or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner’s tenant as if such Owner were the tenant.

Any Owner who leases a Lot shall comply with the Fair Housing Act to the extent it applies to such Owner. Any agreement for the leasing, rental, or occupancy of an Owner’s Lot or the primary residential dwelling located thereon shall be in writing and a copy thereof shall be delivered to the Association at least ten (10) days before the term of the lease commences. Furthermore, the Owner that executes a lease shall, within ten (10) days after the commencement of the term of the lease, provide to the Association the vehicle license number of any vehicle used by Persons who have executed such a lease. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and all rules and regulations promulgated by Declarant and the Association. Owner shall provide the tenant with a copy of this Declaration and all Association rules and regulations. Said lease shall further provide that any failure by the resident thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be a part of the lease and shall be binding on the Owner and resident by virtue of the inclusion of such provisions in this Declaration. No Owner may lease such Owner’s Unit in any way other than as allowed by the City of Star’s ordinances at the time the lease is executed. Any Owner who shall lease such Owner’s Lot shall be responsible for assuring compliance by the resident with this Declaration and the Association’s rules and regulations. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against such Owner’s resident who is in violation of the said documents within ten (10) days after receipt of written demand to do so from the Association, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against such Owner’s resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or the Owner’s resident for any eviction under this Section 10.25 that is made in good faith. Any expenses incurred by the Association, including attorneys’ fees and costs of suit, in connection with any action taken or any litigation pursued by the Association with respect to an Owner or such Owner’s resident pursuant to this Section 3.6 shall be repaid to the Association by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy an Assessment against such Owner and such Owner’s Lot for all such expenses incurred by the Association. In the event such Assessment is not paid within thirty (30) days of its due date, the Board of Directors may resort to all remedies of the Association for the collection thereof. Other than as specified in this Section 10.25, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Lot.

ARTICLE 11 DESIGN REVIEW

11.1. Purpose and Authority of ADRC.

Declarant or the Association shall appoint an architectural design review committee (the "ADRC") to review and approve all plans and specifications for Structures, and to provide for and require all improvements to be in harmony with the general plan of improvement of the Real Property in order to insure the highest possible quality of residential development. The Declarant will act as the ADRC until such time as a majority of the voting power of the Association is controlled by Members other than the Declarant. The approval of any plans and specifications submitted to the ADRC may be withheld not only because of their noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also because of incompatibility with the design standards for the Subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Subdivision, solar access, and other effects on the enjoyment of other parts of the Subdivision, including without limitation the Common Area, as well as any other factors which the ADRC reasonably determines to be relevant, may be taken into account by the ADRC in determining whether or not to approve any proposed Structure.

11.2. Membership.

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

11.3. Approval of Plans by ADRC.

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

11.4. Action.

Except as otherwise provided herein, at least two-thirds (2/3) of the members of the ADRC shall have the power to act on behalf of the ADRC without the necessity of meeting and without the necessity of consulting with the remaining member of the ADRC. The Owner shall also supply any additional information reasonably requested by any member of the ADRC. The

ADRC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

11.5. Procedures.

In the event the ADRC fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be complied with fully. The thirty (30) day time period for response shall be deemed complied with if the Board's notice is provided to the Owner in person or mailed within thirty (30) days as determined by the date of mailing by the ADRC. Such notice shall be delivered or mailed to the applicant at the address designated by the applicant for such purpose in his application.

11.6. Construction by Declarant.

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

11.7. NonWaiver.

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

ARTICLE 12 PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS

12.1. Pressurized Irrigation System.

Declarant intends to install a pressurized irrigation system as a common system throughout the entire Stonecrest Subdivision No. 1, including the Property, and up to each Lot to benefit every Lot and the Common Area and including additional property adjacent to Stonecrest Subdivision No. 1 owned by Declarant that will be separately subdivided and platted ("**Pressurized Irrigation System**"). The Pressurized Irrigation System shall also include any interest in real or personal property, including but not limited to easement and/or license rights granted herein or by other instruments of record, for the installation, operation, maintenance, repair or replacement of the Pressurized Irrigation System. The Pressurized Irrigation System will deliver irrigation water available from an irrigation district supply or as supplemented by irrigation wells and pumping equipment located on Common Area to each Lot. Declarant shall construct the Pressurized Irrigation System and may, in Declarant's sole discretion, convey the Pressurized Irrigation System to the Association. Each Owner will receive and will be solely responsible for paying a direct assessment from the irrigation district for a pro-rata share of the district's irrigation water available to a lot, whether or not the water is actually used. The Association may also enter into an agreement with an irrigation district, designating said district

as the "service provider" of the irrigation water through the Pressurized Irrigation System to each Lot. The Association may enter into an agreement with a third party other than the irrigation district to act as the service provider of irrigation water supplied by an irrigation district, and that backup irrigation water available from Common Area wells to distribute the pressurized irrigation water to each Lot. In such event, the service provider shall charge each Owner a pro-rata assessment, which shall be a lawful obligation of each Owner, whether or not water is actually used by the Owner. Upon Declarant's completion of the construction of the Pressurized Irrigation System, Declarant shall have no further liability or responsibility for the system and shall not be required to repair, improve, or replace any parts of the Pressurized Irrigation System covering the Property. Declarant shall never be liable in any way to any Owner for a lack of water. Use of the Pressurized Irrigation System, and Assessments in connection with the Pressurized Irrigation System shall be subject to such rule and regulations as may be adopted by the Association from time to time. The Association shall have the right to transfer, sell or convey the Pressurized Irrigation System to a public or private entity, conditioned only upon (i) reasonable assurances that the system will be owned, operated and maintained in a manner that will provide service to the Owners on a continuing basis with quality of service equal to a community-wide standard, and (ii) a written agreement between Declarant or Manager and the neighboring associations, managers, or declarants sharing the Pressurized Irrigation System with the Property.

12.2. Installation of Systems upon Lots.

The Pressurized Irrigation System shall be owned, operated, repaired, maintained and replaced by the Association, subject to Section 12.1, up to the stub located on each Lot. The costs incurred installing, operating, maintaining repairing or replacing any components located within a Lot and beyond the stub shall be the responsibility of the Owner thereof.

12.3. Operation of System.

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

12.4. Maintenance.

The Association shall maintain, repair, and replace and otherwise be responsible for the Pressurized Irrigation System and the improvements and Water Rights related thereto, including, but not limited to, all drainage facilities.

12.5. Water Rights.

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

12.6. Owner Acknowledgments.

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

12.6.2 Each Owner acknowledges that the Declarant hereby reserves unto itself any and all Water Rights appurtenant to the Real Property and, accordingly, Owners have no right, title or interest in any of such water or Water Rights.

12.7. Nature of Irrigation Water.

Each Owner acknowledges that the irrigation water delivered by the Pressure Irrigation System is subject to variability in availability from year to year, and generally only from approximately mid-April through mid-October each year. The irrigation water delivered by the Association to the Lots is non-potable, and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the Irrigation District have no control.

12.8. Association's Rights.

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

12.9. Watering Schedule.

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

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

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

**ARTICLE 14
LEGAL COMPLIANCE**

14.1. General Compliance.

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

**ARTICLE 15
ENFORCEMENT**

15.1. Use of Common Area.

In the event any Owner shall violate any provision of this Declaration, the Bylaws or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for the violation, and may (a) notify the Owner in writing that his voting rights and his rights to use the Common Area and facilities thereon are suspended for the time that the violations remain unabated, (b) impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which fines shall become liens against the Lot in the manner set forth in Section 8.12, (c) enter the offending Lot (but not any Residence) and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect cost of the work done, which amounts shall immediately be payable to the Association, (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration, or (e) do any of the above in conjunction with any others. However, before the Association takes any of the actions described in (a) - (c) above, the Owner shall have the right to a hearing before the Board of Directors to contest their determination. If a hearing is requested by written notice delivered to the Association not more than fifteen (15) days from the Owner's receipt of the notice of violation, imposition of the applicable remedies will be withheld pending the Board's decision after hearing the Owner's testimony or evidence. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in (c) above pending the hearing or decision on the hearing. If a hearing is requested, it shall be held within fourteen (14) days of the date of receipt of the Owner's request by the Board of Directors at a location designated by the Board of Directors in a timely notice to the Owner. The Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their

action and provide notice thereof to the Owner. All assessed fines shall be paid immediately to the Association and deposited into the Associations' general account.

15.2. Interest, Expenses and Attorney Fees.

Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date thereof until the first annual meeting of Members, twelve percent (12%) per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but not higher than the maximum rate allowed by law, and if no such rate is established by the Members, then the rate shall be twelve percent (12%) per annum. In the event the Declarant, the Association, or any Owner shall bring any suit or action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amounts as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Owner, the prevailing party shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses.

15.3. Non-exclusiveness and Accumulation of Remedies.

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

15.4. Effect of Breach.

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

15.5. Delay and Non-Waiver.

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

15.6. Right of Enforcement, Fines and Penalties.

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

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

1.1.1 Prior to assessing such fine or penalty, the Directors of the Association shall by majority vote approve the fine or penalty to be assessed against an Owner, Lot and/or Dwelling Unit.

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

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

15.7. Violations and Nuisances.

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

15.8. Violations of Law.

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

15.9. Rights Cumulative.

Each remedy provided for herein is cumulative and not exclusive.

ARTICLE 16

ANNEXATION OF OTHER PROPERTY

16.1. Right of Declarant to Annex Other Properties.

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

16.2. Supplement.

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

16.3. De-Annexation.

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

16.4. Amendment.

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

ARTICLE 17 GENERAL PROVISIONS

17.1. Severability.

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

17.2. Duration and Amendment.

The provisions of this Declaration shall be perpetual, subject only to extinguishment by the holders of such restrictions as provided by law. Until the recordation of the first deed to a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented added to or terminated by Declarant by recordation of a written instrument setting forth such amendment. After the recordation of the first deed to a Lot, any amendment to this Declaration, other than to this Article 17, shall be by an instrument in writing signed by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of seventy-five percent (75%) of the total voting power of the Association, and such amendment shall be effective upon its recordation in the records of Ada County, Idaho. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of the property concerned, and by the Association. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Real Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

17.3. No Right of Reversion.

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

17.4. Rights of Mortgagees Relating to Maintenance.

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

Ownermortgagor, with a copy by regular mail to the Association at the lastknown address of each.

17.5. Loss of Property.

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

17.6. Notices.

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

17.7. Assignment.

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

17.8. Conflicting Provisions.

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

17.9. Mortgage Protection.

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

17.10. Owners' Further Acknowledgements.

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

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 30 day of November 2020.

DECLARANT:

STONECREST LLC,
an Idaho limited liability company

By: Dennis D Downs
Dennis D. Downs, Member and Manager

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 30 day of November, 2020, by Dennis D. Downs, the member and manager of Stonecrest LLC, an Idaho limited liability company.

Notary Public

Residing at: Star, ID



My Commission Expires: 9.13.24

Chris Todd

EXHIBIT A

LEGAL DESCRIPTION

The following Describes a Parcel of Land being a portion of Lot 2, Block 1, Lots 3 thru 10, Block 1, all of Block 2, all of Block 3, Lot 1, Block 4, the Dedicated Right of Way of West Nabesna Street, the Southerly portion of the Dedicated Right of Way of West Goldcrest Street, a portion of the Dedicated Right of Way of South Koyukuk Avenue and a portion of the Dedicated Right of Way of South Quincannon Avenue Lying in a Portion of the South 1/2 of the SW 1/4 of Section 7, and a Portion of the North 1/2 NW 1/4 of Section 18, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County Idaho, and more particularly described as follows:

COMMENCING at the Southwest Corner for said Section 7, which is being Monumented with a found Brass Cap PE 1001; From which, the Southeast Corner of the SW 1/4 (South 1/4 Corner) of said Section 7, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County Idaho which is being Monumented with a found 5/8" Iron Pin "PLS 7729" bears, South 88°25'32" East, 2504.32 feet; Thence along the Southerly Boundary Line of the SW 1/4 of said Section 7, South 88°25'32" East, 430.02 feet to a point on the Westerly Boundary Line of Stonecrest Subdivision No.1, the **POINT OF BEGINNING**;

Thence leaving said Southerly Boundary Line, and along the Westerly Boundary Line of Stonecrest Subdivision No.1, North 01°17'11" East, 6.38 feet to a to the Northwest Corner of Lot 1, Block 4;

Thence leaving said Westerly Boundary Line, and along the Northerly Boundary Line of said Lot 1, and its Prolongation, North 89°57'17" East, 117.03 feet to a point on the Centerline of South Koyukuk Avenue;

Thence leaving said Northerly Boundary Line, and its Prolongation, and along Centerline of South Quincannon Avenue, North 01°17'11" East, 17.00 feet to the Point of Intersection with the Centerline of West Goldcrest Street;

Thence leaving said Centerline, and along the Centerline of West Goldcrest Street, North 89°57'17" East, 539.79 feet to a point intersection with South Koyukuk Avenue;

Thence leaving said Centerline, and along the Centerline of South Koyukuk Avenue, South 00°25'06" West, 28.66 feet to a point being on the Prolongation of the Northerly Boundary Line of Lot 3, Block 1;

Thence leaving said Centerline, and along the Northerly Boundary Line of Lot 3, Block 1, and its Prolongation, South 89°34'54" East, 105.00 feet to the Northeast Corner of said Lot 3;

Thence leaving said Northerly Boundary Line, and its Prolongation, and along the Easterly Boundary Line of said Lot 3, South 00°25'06" West, 15.41 feet to a point being on the Prolongation of the Southerly Boundary Line of Lot 2, Block 1;

Thence leaving said Easterly Boundary Line, and along the Prolongation of the Southerly Boundary Line of Lot 2, Block 1, South 88°25'32" East, 10.00 feet to the a found 5/8" Iron Pin w/Plastic Cap "PLS 4431" Marking the West 1/16th Corner of said Sections 7 & 18. Said Corner also being the Northwest Corner of Pinewood Lakes Subdivision No.1 as filed for Record in Book 87 of Plats at Pages 9474 thru 9476;

Thence leaving said 1/4 Section Line, and along the Easterly Boundary Line of the NW 1/4 NW 1/4 of said Section 18, and also being the Westerly Boundary Line of said Pinewood Lakes Subdivision No.1, South 00°25'06" West, 325.09 feet to a set found 5/8" Iron Pin w/Plastic Cap "Koerner PLS 8251";

Thence leaving said Boundary Lines, and along the Prolongation of the Northerly Right of Way Line of West Bridger Drive as Described in ACHD Right of Way Dedication Deed Instrument No. 2020-069876, Records of Ada County, Idaho, North 88°20'13" West, 138.40 feet to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460".

Thence leaving said Prolongation, North 80°38'31" West, 645.22 feet to a found 5/8" Iron Pin w/Plastic Cap "PLS 12460".

Thence, North 01°17'11" East, 237.43 feet to the POINT OF BEGINNING:

The above Described Parcel of Land contains 5.62 Acres, more or less.

EXHIBIT B

PLAT

