

ACCOMMODATION

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Barber Valley Development, Inc.
c/o LeNir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, Idaho 83716

ADA COUNTY RECORDER J. DAVID NAVARRO
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AMENDED AND RESTATED

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES

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ACCOMMODATION

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4940 E. Mill Station Drive, Suite 101-B
Boise, Idaho 83716

Recorded Electronically
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County Ada
Date 10/8/10 Time 1:37 pm
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AMENDED AND RESTATED

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES

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JRK

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL OWNER AND OCCUPANT OF PROPERTY WITHIN DALLAS HARRIS ESTATES (SOMETIMES KNOWN AS HARRIS RANCH) SHOULD READ AND UNDERSTAND. HARRIS RANCH IS A UNIQUE, MIXED USE COMMUNITY AND THIS DOCUMENT SETS FORTH THE OBLIGATIONS AND RESPONSIBILITIES OF ALL HARRIS RANCH PROPERTY OWNERS AND OCCUPANTS.

THIS DOCUMENT AFFECTS THE LEGAL RIGHTS OF EACH OWNER AND OCCUPANT AND INCLUDES A LIMITATION ON ANY RIGHT TO JUDICIAL REVIEW OF DECISIONS MADE BY LAND USE AND DESIGN REVIEW BOARDS AND PROPERTY OWNERS ASSOCIATIONS. POTENTIAL OWNERS AND OCCUPANTS ARE ADVISED TO REVIEW THIS DOCUMENT WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING OR OCCUPYING A UNIT.

DECLARANTS AND DEVELOPER EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANOTHER WRITTEN DOCUMENT EXECUTED BY DECLARANTS OR DEVELOPER. ALL REPRESENTATIONS, WARRANTIES AND OTHER STATEMENTS MADE (OR INFORMATION PROVIDED) BY ANY REAL ESTATE BROKER OR AGENT OR ANY OTHER PERSON (OR IN ANY SALES OR MARKETING MATERIALS MADE AVAILABLE BY ANY OF THEM) CONCERNING ANY MATTER ADDRESSED IN THIS DOCUMENT, INCLUDING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST ANY OWNER OR ANY PROPERTY WITHIN HARRIS RANCH, SHALL BE DISREGARDED IN THEIR ENTIRETIES AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DOCUMENT SHALL CONTROL.

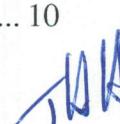
THIS AMENDED AND RESTATED MASTER DECLARATION REPLACES, SUPERSEDES AND RESTATES IN ITS ENTIRETY THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES RECORDED ON AUGUST 31, 2010, AS INSTRUMENT NO. 110081377, WHICH INSTRUMENT IS HEREBY TERMINATED AND CANCELLED, DECLARED NULL AND VOID, AND SHALL NOT HAVE ANY FURTHER LEGALLY OR EQUITABLY BINDING FORCE OR EFFECT ON THE PROPERTY.



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EXHIBITS

- A – Legal Description of Property
- A-1 – Map Depicting Property
- B – Allocation of Votes and Assessment Obligations

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AMENDED AND RESTATED

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES (this "Master Declaration") is made this 7th day of October, 2010 by Barber Valley Development, Inc., an Idaho corporation (who is also Developer, as such term is defined in Article 3 hereof), Harris Family Limited Partnership, an Idaho limited partnership, BHH Harris, LLC, an Idaho limited liability company, Woodside Harris, LLC, an Idaho limited liability company, Mountain West Entrust IRA, Inc., an Idaho corporation, dba Mountain West Entrust IRA fbo Brian E. Hoffman IRA, Mountain West Entrust IRA, Inc., an Idaho corporation, dba Mountain West Entrust IRA fbo Lynn G. Hoffman IRA, and Tahoe Homes, LLC, an Idaho limited liability company (individually a "Declarant" and collectively "Declarants"), and amends and restates that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates that was recorded on August 31, 2010, as Instrument No. 110081377, in the official records of Ada County, Idaho.

ARTICLE 1 – PRELIMINARY

1.1. Property Covered. The property subject to this Master Declaration includes, but is not limited to, the real property legally described on **Exhibit A** and substantially depicted on **Exhibit A-1** attached hereto and made a part hereof (the "Property").

1.2. Mixed Use Project. The City has approved a mixed use development on the Property consisting of commercial, residential, open space and public facility components (the "Project"). Each Declarant owns a portion of the Property, and, between them, Declarants are the Owners of all the Property (or, if a Declarant is not the Owner of a certain portion of the Property, the consent of the Owner thereof has been obtained by Harris Family Limited Partnership or Developer to subject such portion of the Property to this Master Declaration). The Project is to be developed in multiple Phases.

1.3. Development Plan. It is intended that the Project be developed in accordance with the development approvals obtained by Harris Family Limited Partnership or Developer from the City prior to the date of this Master Declaration, or any other development approvals that Developer may hereafter obtain from time to time from the City, as the same may be amended or modified from time to time in the discretion of Developer (collectively, the "Development Plan").

1.4. Purpose of Master Declaration. The purpose of this Master Declaration is to set forth the Restrictions that will apply to the Property and to the use of any and all portions of the Property. The Restrictions are intended to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to provide for an integrated, high quality



development; and to provide for maintenance of the Common Areas, including all Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE 2 – DECLARATION

Each Declarant hereby declares that the Property, and each Unit, lot, parcel or other 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 to be in furtherance of a general plan for the protection, maintenance, development, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any Unit, lot, parcel or other portion thereof; shall inure to the benefit of every other Unit, lot, parcel or other portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Developer, each Declarant, each Owner or Person having or holding an interest in the Property and such Owner's or Person's successors in interest, and may be enforced by Developer, each Declarant, any Owner or such Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Master Association or a Local Association. In the event of any conflict between this Master Declaration and any of the other Project Documents, this Master Declaration shall control.

ARTICLE 3 – DEFINITIONS

3.1. “Abandoned or Inoperable Vehicle” shall mean and refer to any vehicle that has not been driven under its own propulsion for a period of seven (7) consecutive days or longer; provided, however, this shall not include vehicles parked by Owners or Occupants while on vacation.

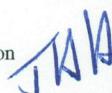
3.2. “ACHD” shall mean and refer to the Ada County Highway District.

3.3. The term “amendment” shall have the meaning ascribed to it in Section 14.5.1 hereof.

3.4. “Annexed Property” shall have the meaning ascribed to it in Section 14.1.1 hereof.

3.5. “Articles” shall mean and refer to the articles of incorporation of the Master Association or a Local Association or other organizational or charter documents of the Master Association or a Local Association (as the context indicates), as the same may be amended or otherwise revised from time to time.

3.6. “Assessment” shall mean and refer to a payment due to the Master Association or a Local Association and levied by the Master Association or a Local Association, including Regular, Special or Limited Assessments described in Article 10 hereof.



3.7. “Association Rule(s)” or “rules” shall mean and refer to those rules and regulations adopted, amended, repealed and promulgated from time to time by the Master Association or a Local Association or the designee(s) of such Master Association or Local Association (as the context indicates) governing conduct upon and use of the Property or all or any portion or Phase of the Property.

3.8. “Board” shall mean and refer to the board of directors , or other governing board or individual, if applicable, of the Master Association or a Local Association, as the context indicates.

3.9. “Bound Parties” shall have the meaning ascribed to it in Section 12.1 hereof.

3.10. “Building” shall mean and refer to a permanent structural Improvement on any portion of the Property that is enclosed by exterior walls, floor and roof, and which is designed for the conduct within of the activities and/or business of the Owner or Occupant thereof, including parking structures on the Property, whether they are constructed above or below ground level.

3.11. “Building Envelope” shall mean and refer to the area within a Unit where a commercial or residential Building may be located, always subject to the prior written approval of the Harris Ranch Review Board. Building Envelopes, if any, shall be designated by describing such an area on a recorded Plat or in a deed or other recorded instrument, or by designating Building Envelopes as such in this Master Declaration, in any Supplemental Declaration, or in any Design Guidelines or Local Design Guidelines. If a Building Envelope is not so designated within a Unit, then the Building Envelope shall be that portion of the Unit located inside legal setback areas or designated easements.

3.12. “Bylaws” shall mean and refer to the corporate bylaws of the Master Association or a Local Association (as the context indicates), as the same may be amended or otherwise revised from time to time.

3.13. “City” shall mean and refer to the city of Boise, Idaho.

3.14. “Claimant” shall have the meaning ascribed to it in Section 12.3.1 hereof.

3.15. “Claims” shall have the meaning ascribed to it in Section 12.2 hereof.

3.16. “Class B Member Termination Date” shall have the meaning ascribed to it in Section 8.3.2 hereof.

3.17. “Common Area” shall mean and refer to those portions of the Property as designated on a Plat, in the Harris Ranch Specific Plan, in this Master Declaration, in any Supplemental Declaration or in conjunction with any other instrument recorded in the official records of Ada County, Idaho, or which shall be otherwise identified by Developer, the Master Association or any other Owner of such property (including a Declarant), from time to time, to be for the benefit, common use and enjoyment of all Owners and the entire Property. Common

Area shall include, without limitation, those portions of the Property owned by the Master Association (including roadways, if any, owned by the Master Association), easement and license areas granted or reserved to the Master Association or the public, and any and all other real or personal property owned, held, maintained, managed or operated by the Master Association. Common Area shall be operated, managed and maintained by the Master Association or a Local Association and the expense thereof shall be assessed against the Owners in accordance with Article 10 hereof.

3.18. “De-Annexed Property” shall have the meaning ascribed to it in Section 14.2 hereof.

3.19. “Declarant” or “Declarants” shall have the meanings ascribed to such terms in the initial paragraph of this Master Declaration.

3.20. “Delegate(s)” shall mean and refer to a Person or Persons selected by the Members of a Local Association or the Owners within a Phase not governed by a Local Association to represent the interests of such Members of the Local Association or such Owners within a Phase not governed by a Local Association, from and after the Class B Member Termination Date, at all meetings of the Master Association.

3.21. “Design Guidelines” shall mean and refer to the Harris Ranch Specific Plan and all other design guidelines and rules promulgated, published, amended and supplemented from time to time by the Harris Ranch Review Board, in compliance with the Harris Ranch Specific Plan Code, to control, without limitation, architecture, landscape, walls, parking, signage and lighting (the minimum standards for which are contained in the Harris Ranch Specific Plan Code), and which shall be administered and enforced by the Harris Ranch Review Board.

3.22. “Developer” shall mean and refer to Barber Valley Development, Inc., an Idaho corporation. Any reference to “Developer” in this Master Declaration shall also include the successors and assigns of Barber Valley Development, Inc., to the extent Developer’s rights under this Master Declaration are specifically and expressly granted to (and Developer’s duties and obligations under this Master Declaration are assumed by) such successors and assigns by way of a written instrument that is recorded in the Ada County Recorder’s Office, and subject to the provisions of Section 14.3 hereof.

3.23. “Developer’s Delegate” shall mean and refer to the representative designated by Developer to collectively represent Developer and Harris Family Limited Partnership as the Class B Member, until the Class B Member Termination Date, at all meetings of the Master Association.

3.24. “Development Plan” shall have the meaning ascribed to it in Section 1.3 hereof.

3.25. The term “discretion” shall mean and refer to the freedom or authority to act solely according to one’s own judgment.

3.26. “Dominant Lot” shall have the meaning ascribed to it in Section 5.25 hereof.

3.27. “Equivalent Units” shall have the meaning ascribed to it in **Exhibit B** attached to this Master Declaration and made a part hereof.

3.28. “First Mortgage” shall mean and refer to any Mortgage which is not subordinate to any lien or other encumbrance except liens for taxes or other liens which are given priority over a Mortgage lien by statute.

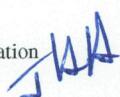
3.29. “Harris Family Limited Partnership” shall mean and refer to Harris Family Limited Partnership, an Idaho limited partnership.

3.30. “Harris Ranch Review Board” shall mean and refer to the body that shall administer and enforce the Design Guidelines and the Local Design Guidelines. The board shall be comprised of owners and/or other representatives of Developer and certain Owners selected by Developer to be on the board. The board shall have the authority to delegate its powers and duties to committees (sometimes called design committees) or to any other Person or Persons designated by the board to act on the board’s behalf.

3.31. “Harris Ranch Specific Plan” shall mean and refer to Volumes I and II of Harris Ranch Specific Plan 2007 promulgated, published, amended and supplemented from time to time by Harris Family Limited Partnership or Developer, and prepared for, among other things, the purpose of specifically implementing the Comprehensive Plan officially adopted January, 1997 by the City (and as subsequently amended through the date of adoption of the Harris Ranch Specific Plan Code) by applying (i) the policies of said Comprehensive Plan to the Property, and (ii) specific regulations to the focused development scheme pertaining to the Property.

3.32. “Harris Ranch Specific Plan Code” shall mean and refer to Chapter 11-23 (entitled Harris Ranch Specific Plan Code) of the Boise City Code, the purpose of which is to, among other things, provide design guidelines and define general procedures for review of land use proposals on the Property. In each instance in this Master Declaration where there is a reference to the Boise City Code, such reference shall also include the Harris Ranch Specific Plan Code, which has, as described above in this section, been made part of the Boise City Code. In the event of any conflict between the Harris Ranch Specific Plan Code and the balance of the Boise City Code, the Harris Ranch Specific Plan Code shall control.

3.33. “Improvement” shall mean and include every structure, facility, system or object and all appurtenances thereto of every kind and type and other physical changes upon, over, across, above or under any portion of the Property, whether permanent or temporary. This definition shall include, but is not limited to, the following: Buildings, outbuildings, roads, parking facilities and structures, drive aisles, landscaping and landscaping improvements, wildlife habitat improvements, animal structures, living or dead vegetation, rocks, ditches, exterior lighting, signs, canopies, awnings, fences, patios, curbs, walkways, sidewalks, pathways, shelters, screening walls, construction trailers and temporary construction outbuildings, benches, plantings, exterior appliances, antennas, satellite dishes and other communications equipment including fiber optic cables, irrigation systems, pumps, wells, tanks, ponds, Waterways, ditches, pipes, lines, meters, towers, recreational facilities, grading, road construction and any other exterior construction or exterior improvement which may not be included in the foregoing.



Improvement(s) includes both improvements existing on the Property on the date hereof and all later changes and additions.

3.34. The term "**including**" shall in each instance mean and refer to "including, but not limited to".

3.35. "**Installation and Repair**" shall have the meaning ascribed to it in Section 5.18 hereof.

3.36. "**Limited Assessment**" shall mean and refer to an Assessment levied by the Master Association or a Local Association in accordance with Article 10 hereof upon one or more Units, but not upon all Units within the Property or within any Phase of the Property, for the purpose of obtaining payment by the Owner(s) thereof of amounts expended by the Master Association or a Local Association to correct a condition or violation which the Owner(s) has failed to cure or for the purpose of paying costs and expenses benefiting less than all Owners.

3.37. "**Live/Work unit**" shall mean and refer to a dwelling unit that contains a commercial component anywhere in such unit that is less than one thousand (1,000) square feet in size that may accommodate employees and walk-in trade.

3.38. "**Local Association**" shall mean and refer to any non-profit corporation organized by Developer under the laws of the State of Idaho in which only the Owners within a particular Phase or Phases shall be Members. Each Local Association shall be governed and have all the rights and duties set forth in Article 9 hereof and in any Supplemental Declaration governing such Phase(s).

3.39. "**Local Common Area**" shall mean and refer to those portions of the Property as may be established from time to time by describing such portions on a recorded Plat, by granting or reserving it in a deed or other recorded instrument, or by designating it as such in this Master Declaration or in a Supplemental Declaration, to be for the benefit of a certain Phase or Phases of the Property, and only for the common use and enjoyment of the Owners within the particular Phase(s). Local Common Area may include easement and/or license rights. Local Common Area shall be operated, managed and maintained by the applicable Local Association and the expense thereof shall be assessed against the Owners within the particular Phase(s) in accordance with the applicable Supplemental Declaration.

3.40. "**Local Design Guidelines**" shall mean and refer to any design guidelines and rules promulgated, published, amended and supplemented from time to time by the Harris Ranch Review Board pursuant to the terms of any Supplemental Declaration (in compliance with the Design Guidelines, including the Harris Ranch Specific Plan), and administered and enforced by the Harris Ranch Review Board.

3.41. "**Maintenance Property**" shall mean and refer to those certain personal property or real property interests within the Property or in the general vicinity of the Property not owned by Developer, the Master Association or any Local Association, but which Developer, the Master Association or a Local Association may, from time to time, decide (or agree) to operate,

maintain and/or manage for the benefits that could accrue to the Property or any Phase of the Property and its Owners, including signs, benches, fences, lights, collective mailbox units, trails, pathways, parks, conservation easement areas, wetlands mitigation easement areas, or other open space and lands.

3.42. “Master Association” shall mean and refer to the non-profit corporation organized by Developer under the laws of the State of Idaho in which each Owner shall be a Member. The Master Association shall be governed and have all the rights and duties described in Article 8 hereof.

3.43. “Master Declaration” shall mean and refer to this Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates which encumbers the entire Property, as may be amended, supplemented and/or restated from time to time. This Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates replaces, supersedes and restates in its entirety that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates recorded on August 31, 2010, as Instrument No. 110081377, which instrument is hereby terminated and cancelled, declared null and void, and shall not have any further legally or equitably binding force or effect on the Property.

3.44. “Master Easement” shall have the meaning ascribed to it in Section 5.8.2 hereof.

3.45. Member” shall mean and refer to each Owner holding a membership in the Master Association or the applicable Local Association (as the context indicates), including Developer.

3.46. “Minerals” shall mean and refer to all minerals located on, in or under the Property, including oil, gas, coal, geothermal resources and all other naturally occurring elements, compounds and substances, whether organic or inorganic.

3.47. “Mortgage” shall mean and refer to any mortgage, deed of trust or other document pledging any portion of the Property or interest therein as security for the payment of a debt or the performance of an obligation.

3.48. “Mortgagee” shall mean and refer to any mortgagee under a mortgage or a beneficiary under a deed of trust constituting a lien on any portion of the Property or interest therein.

3.49. “Occupant” shall mean and refer to any Person occupying any portion of a Building or Unit who holds less than fee title thereto, including lessees, licensees and invitees, but excluding those Persons having any such interest merely as security for the payment of a debt or the performance of an obligation.

3.50. “Oversized Vehicle” shall mean and refer to any vehicle or trailer that is too high or too wide to clear the entrance of a normal residential garage door opening.



3.51. **“Owner”** shall mean and refer to the record holder, whether one or more Persons, of fee title to a Unit or any portion thereof, its heirs, personal representatives, successors and assigns. The term “Owner” shall not include any Person holding an interest in a Unit merely as security for the payment of a debt or the performance of an obligation.

3.52. **“Party”** or **“Parties”** shall have the meaning ascribed to such terms in Section 12.3.1 hereof.

3.53. **“Party Wall”** shall mean and refer to any common wall between two (2) Buildings which is also the legal dividing line between the two (2) Buildings.

3.54. **“Person”** shall mean and refer to any individual, partnership, corporation, limited liability company, trust, estate, governmental subdivision or agency or other legal entity, including Developer and Declarants.

3.55. **“Phase”** shall mean and refer to a defined portion of the Property that has been designated as a Phase herein, in a recorded Supplemental Declaration, or in another recorded instrument. Each Phase shall contain one or more Units and may, in Developer’s discretion, be governed by a Local Association (by itself or together with one or more other Phases) to the extent permitted in this Master Declaration.

3.56. **“Plat”** shall mean and refer to any subdivision plat or condominium instrument covering any portion of the Property, and recorded or to be recorded in the office of the Ada County Recorder, as the same may be amended, supplemented or re-platted from time to time. The term “Plat” shall not include any portion of a Plat legally vacated.

3.57. **“Project”** shall have the meaning ascribed to it in Section 1.2 hereof.

3.58. **“Project Documents”** shall mean and refer to the documents creating and governing the Property and the Project, including the Harris Ranch Specific Plan, the Design Guidelines or Local Design Guidelines, this Master Declaration, any Supplemental Declaration, any recorded Plat, articles of incorporation and bylaws of the Master Association and any Local Association, any Association Rules and any other manuals, procedures, rules, regulations or policies adopted pursuant to such documents by the Master Association or any Local Association.

3.59. **“Property”** shall mean and refer to the real property legally described on **Exhibit A** attached hereto and any additional property hereafter made subject to this Master Declaration by way of the provisions of Article 14 hereof.

3.60. The term **“public storm drainage facilities”** shall have the meaning ascribed to it in Section 5.8.2 hereof.

3.61. **“Regular Assessment”** shall mean and refer to an Assessment levied by the Master Association or a Local Association in accordance with Article 10 hereof against each Unit for, among other things, the payment of the regular expenses incurred by the Master

Association or Local Association for the cost of maintenance and operation of the Common Area or the Local Common Area and the business expenses of such Master Association or Local Association.

3.62. “Respondent” shall have the meaning ascribed to it in Section 12.3.1 hereof.

3.63. “Restoration” shall have the meaning ascribed to it in Section 5.19 hereof.

3.64. “Restricted Area” shall mean and refer to that portion of the Property that is not Common Area, Local Common Area, Maintenance Property or Units, but is owned or leased, operated or maintained by the Master Association or any Local Association. Restricted Area may be established from time to time by Developer on any portion of the Property by describing such area in any of the Project Documents, on a recorded Plat, by granting or reserving it in a deed or other recorded instrument, or by designating it as such in this Master Declaration or any Supplemental Declaration. In addition, the Master Association or a Local Association may acquire any Restricted Area it deems necessary and/or beneficial to the Property or the Phase and/or the Owners thereof. Restricted Area may include easement, lease and/or license rights. Restricted Area shall not be subject to use by Members, Owners or any other Person; provided, however, that the Master Association or any Local Association shall have the power to convert any Restricted Area into Common Area or Local Common Area, as applicable, or to allow limited or selective uses of the Restricted Area.

3.65. “Restrictions” shall mean and refer to all restrictions, covenants, limitations, easements, conditions, equitable servitudes and rules that encumber or otherwise apply to the Property or the use thereof as set forth in this Master Declaration or any of the other Project Documents, as amended and/or supplemented from time to time.

3.66. “Servient Lot” shall have the meaning ascribed to it in Section 5.25 hereof.

3.67. “Shared Parking Agreement” shall mean and refer to a written agreement entered into between two (2) or more Owners permitting one or more Owner(s) to benefit from the parking spaces located on the other Owner's or Owners' Unit(s).

3.68. “Side-Yard Easement” shall have the meaning ascribed to it in Section 5.25 hereof.

3.69. “Special Assessment” shall mean and refer to an Assessment levied by the Master Association or a Local Association in accordance with Article 10 hereof against each Unit to, among other things, defray the cost of construction or reconstruction of Common Area or Local Common Area, or improvements thereon or to cure a deficit in Regular Assessments.

3.70. “Storm Water Manual” shall have the meaning ascribed to it in Section 8.7.14 hereof.

3.71. “Supplemental Declaration” shall mean and refer to any recorded instrument that includes additional covenants, conditions, easements and restrictions that are adopted by

Developer and all other Persons who are then Owners of such Phase or portion of the Property, with respect to that Phase or portion of the Property, as may be amended, supplemented and/or restated from time to time.

3.72. “Supplement for Annexed Property” shall have the meaning ascribed to it in Section 14.1.2 hereof.

3.73. “Termination of Mediation” shall have the meaning ascribed to it in Section 12.3.2 hereof.

3.74. “Termination of Negotiations” shall have the meaning ascribed to it in Section 12.3.2 hereof.

3.75. “Townhome” shall mean and refer to a single family residence that shares a common wall with, or is otherwise adjoined to, another single family residence.

3.76. “Unit” shall mean and refer to an unsubdivided parcel of land within the Property, or any divided lot or parcel or Unit within the Property depicted on a recorded subdivision plat or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use and occupancy and which is subject to this Master Declaration. An unsubdivided parcel of land is considered a single Unit until such time as a subdivision plat or condominium instrument is recorded that divides it into more than one Unit. The term “Unit” refers to the land, if any, that is part of the Unit, as well as to any Building or other Improvements located on or comprising the Unit.

3.77. “Waterway” shall mean and refer to any surface water amenity, including any irrigation system, lake, pond, channel, slough, stream or reservoir, whether natural or artificial, located on the Property.

ARTICLE 4 – GENERAL STANDARDS, REQUIREMENTS AND RESTRICTIONS

4.1. Uses - Generally. All Units shall be used exclusively for those uses permitted under the Harris Ranch Specific Plan Code and any other zoning ordinances applicable to the Property. All uses must also be in compliance with all restrictions of record and the Project Documents, including those in this Master Declaration and any Supplemental Declaration.

4.2. Prohibited Uses. No portion of the Property shall be used inconsistently with any of the Project Documents, including this Master Declaration or any Supplemental Declaration or any applicable law, regulation, rule or ordinance.

4.3. Improvements – Generally. No Improvement shall be constructed, reconstructed, refinished, added, removed, altered or maintained upon any Unit unless such Improvement is in compliance with the design requirements of the City (including the Harris Ranch Specific Plan Code) and the Design Guidelines. As set forth in the Harris Ranch Specific Plan Code, all proposed development of any portion of the Property shall be subject to review by the Harris Ranch Review Board prior to an applicant’s submission for City approval. The

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Harris Ranch Review Board shall provide the City with a synopsis of that review and a recommendation.

No Improvements shall be constructed, reconstructed, refinished, added, removed, altered or maintained upon any Unit, unless the plans for such Improvements have first been approved in writing by the Harris Ranch Review Board (or by a design committee or other Person or Persons designated by the Harris Ranch Review Board to act on its behalf, which designee(s) shall be deemed included within each reference made in this Master Declaration to the Harris Ranch Review Board). All Improvements shall conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations. After its receipt of proposed plans and a written approval request, the Harris Ranch Review Board shall have twenty (20) days within which to notify the Owner whether such Improvements conform with the provisions of this Section 4.3 and the Design Guidelines, and whether approval of the plans for such Improvements has been granted or denied. In the event approval is denied, the Owner and the Harris Ranch Review Board shall work together to correct the deficiencies in the original plans. The Owner shall re-submit such plans to the Harris Ranch Review Board after each denial and the Harris Ranch Review Board shall have ten (10) days after a re-submittal within which to notify the Owner whether the plans have been approved. Failure to notify the Owner within the time frames set forth herein shall constitute disapproval of the plans by the Harris Ranch Review Board.

In addition to any other prerequisite to a certificate of occupancy imposed elsewhere (e.g., in the Design Guidelines), all landscaping Improvements to be located (pursuant to the approved plans) on any portion of the Unit that is visible from a public roadway must be fully installed and completed.

Unless otherwise approved, in writing, by the Harris Ranch Review Board, each Building constructed on any portion of the Property shall be constructed so as to comply with Energy Star guidelines then in effect (as of April 2010 and thereafter).

In the event any Improvement is constructed, reconstructed, refinished, added, altered or maintained in violation of this Master Declaration and/or in violation of any approval received from the Harris Ranch Review Board, the Master Association (or a Local Association), after reasonable notice to the Owner and/or the offender, may remove any such Improvement and the Owner of the Improvements shall immediately reimburse the Master Association (or the Local Association) for all expenses incurred with such removal. Each violation of this Master Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

The design and construction of Improvements shall be further governed by any Local Design Guidelines and any design review process set forth in any Supplemental Declaration.

4.4. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Units, and no



odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No exterior fires, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Master Association, or in violation of any federal, state or local law, rule, regulation or ordinance. No unsightly articles shall be permitted to remain on any Unit so as to be visible from any other portion of the Property. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. No portion of the Property shall unreasonably interfere with the quiet enjoyment of other Owners or Occupants by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical or electromagnetic disturbances, radiation, air or water pollution or which may be hazardous by reason of fire, explosion or microwave radiation. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Master Association. No portion of the Property may be used in a manner which may result in the unlawful discharge of toxic materials into or upon the Property, or any irrigation system, sewer system or storm drain serving the Property.

4.5. Parking. No parking shall be allowed on any portion of the Property except as permitted by the Harris Ranch Specific Plan Code or as more particularly shown or described in the Design Guidelines or Local Design Guidelines or in any of the other Project Documents, including a Shared Parking Agreement. There shall be sufficient parking associated with the development of the Property to comply with the parking standards established in the Harris Ranch Specific Plan Code.

4.6. Mailboxes/Newspaper Delivery. Pursuant to the requirements of the United States Postal Service, an Owner might not be permitted to place a mailbox on such Owner's Unit. In that event, mailboxes shall be grouped in a location or locations within the Property, to be determined by Developer, for the purpose of providing receptacles for mail delivered to such Units. Such collective mailbox units are hereby deemed to be Maintenance Property. The Master Association shall maintain, repair and replace such collective mailbox units and keep them in good condition and repair. In addition, unless otherwise approved by the Master Association, no Owner shall be permitted to place a delivery box for newspapers on such Owner's Unit. All newspapers delivered to the Property shall be delivered to such recipient's door.

4.7. Storage Areas. On any Unit used for commercial purposes, no Owner shall be permitted to store any materials, supplies, inventory, garbage dumpsters, equipment or any other personal property used in connection with the commercial purpose for which such Unit is utilized, except inside a Building or behind a visual barrier. Such barrier must screen such area from the view of adjoining portions of the Property and streets. Additional restrictions regarding

storage may be imposed by the Design Guidelines, the Local Design Guidelines and/or a Supplemental Declaration.

4.8. Signs. No signs of any kind shall be displayed on or from any portion of the Property unless the signage complies with the provisions of the Harris Ranch Specific Plan Code. Moreover, except as provided otherwise in a separate written agreement entered into between an Owner or a Declarant and Developer or between an Owner or a Declarant and Harris Family Limited Partnership, the size, design, location, content and all other attributes of all signage pertaining to the sale or lease of property located within the Property must first be approved, in writing, by the Harris Ranch Review Board (and various "For Sale" sign formats have already been approved by said board as of the date of this Master Declaration). Notwithstanding the foregoing, the size, design, location, content and all other attributes of signs on the Property may be further restricted in the Design Guidelines, the Local Design Guidelines and/or a Supplemental Declaration.

4.9. Drainage and Grading. Developer has developed (or will hereafter develop or cause to be developed) a grading plan for the Property and/or its various Phases, designed to provide optimal drainage of surface water from all portions of the Property. Changes in the grading of any portion of the Property will directly affect the drainage of surface water from such portion (or other portions) of the Property. Each Owner shall comply with the grading plan and with construction standards hereafter established that will enable the Owners to construct Improvements on the Units while maintaining optimal drainage of surface water from such Units. Thus, each Owner is advised to consult a professional prior to the construction of any Improvement upon a Unit or the alteration of the grade of any Unit to address any surface water drainage issues and any issues arising as a result of the groundwater table beneath the Property. All Owners must comply with the terms and conditions of this Master Declaration in regard to the alteration of the grading or drainage pattern on any portion of the Property.

4.9.1. Drainage. There shall be no alteration of or interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by Developer and ACHD. For purposes of this Master Declaration, "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 Developer, or that drainage which is shown or described on any grading or drainage plan approved by Developer and ACHD, which may include drainage from Common Area over any Unit in the Property.

4.9.2. Grading. The grading of any portion of the Property, or any modification, alteration or change to such grade, must be made in accordance with applicable laws, rules, regulations and ordinances and approved in writing by Developer and ACHD.

4.10. Subdivision. No portion of the Property, including individual Units, shall be further subdivided except in accordance with applicable law.

4.11. Underground Utilities. All electrical, cable, telephone and other utilities servicing any portion of the Property shall be installed underground. Notwithstanding the

foregoing, in the event Developer is unable to obtain the necessary consents, permits and agreements to install utilities underground, the electrical, cable, telephone and other utilities now or hereafter installed by Developer may be installed above ground.

4.12. Other Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Unit unless such system is first approved by all government authorities having jurisdiction and by Developer and the Master Association, and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of all such government authorities, Developer and the Master Association.

4.13. Water Rights Appurtenant to Property. Developer and Harris Family Limited Partnership own all water rights that are appurtenant to the Property. Developer and Harris Family Limited Partnership hereby reserve unto themselves any and all water rights appurtenant to the Property and, accordingly, no other Owner of any Unit or any other portion of the Property shall have any right, title or interest in or to any of said water rights. All conveyances by Developer or Harris Family Limited Partnership of any Unit or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration, in the case of any conveyance by Developer or Harris Family Limited Partnership to any Person that is a party to this Master Declaration) shall be construed to reserve unto Developer (or unto Harris Family Limited Partnership, as the case may be) all of the water rights described in this Section 4.13, even if no specific reference to a reservation of such water rights or to this Section 4.13 appears in the deed or other instrument of conveyance.

4.14. Mining and Drilling. Developer and Harris Family Limited Partnership own all Minerals that are appurtenant to the Property. Developer and Harris Family Limited Partnership hereby reserve unto themselves all right, title and interest in and to all Minerals and mineral rights appurtenant to the Property and, accordingly, no other Owner of any Unit or any other portion of the Property shall have any right, title or interest in or to any of said Minerals or mineral rights. All conveyances by Developer or Harris Family Limited Partnership of any Unit or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration, in the case of any conveyance by Developer or Harris Family Limited Partnership to any Person that is a party to this Master Declaration) shall be construed to reserve unto Developer (or unto Harris Family Limited Partnership, as the case may be) all of the Minerals and mineral rights appurtenant to the Property, even if no specific reference to a reservation of such Minerals or mineral rights or to this Section 4.14 appears in the deed or other instrument of conveyance. In addition, except as otherwise provided in the Project Documents, no portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, Minerals, rocks, stones, gravel or earth; provided, however, that Developer may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use within the Property.

4.15. Insurance Rates. Nothing shall be done or kept on the Property or any Unit which will increase the rate of, or result in the cancellation of, any insurance on any other portion

of the Property without the prior written approval of the Owner of such other portion, or which would be in violation of any law.

4.16. Vehicles and Trailers. No automobile or other vehicle (including a camp trailer, horse trailer, or other trailer), boat, machine or equipment may be dismantled, rebuilt, repaired, serviced, stored or repainted on the Property (except such automobiles, vehicles, boats, machines and equipment as are located within the interior of a Building) without the prior written approval of the Master Association. No Abandoned or Inoperable Vehicle, Oversized Vehicle, dilapidated or un-repaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment or other unsightly equipment or machinery (or any camp trailer, horse trailer or other trailer, or boat) shall be placed upon any portion of the Property, including without limitation, streets, parking areas and driveways, unless the same are enclosed by a structure concealing them from view in a manner approved by the Harris Ranch Review Board.

4.17. Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This section is not intended to prohibit the keeping of domesticated dogs, domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Master Association, in its discretion, and are kept in compliance with the laws and ordinances of the City; provided, however, in no event shall more than three (3) of any kind of household pet (e.g., dog) nor more than five (5) household pets in the aggregate be permitted on any Unit. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs, and/or an Owner's failure to clean the excrement of such Owner's household pet shall be considered a nuisance. Each animal permitted on the Property shall be subject to all "leash laws" of the City when such animal is off the premises of its owner.

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

4.19. Government Contracts. Until such time as Developer no longer owns any portion of the Property, no Owner may take any action which attempts to amend or otherwise interfere with any agreement between Developer and any governmental or quasi-governmental agency or authority except as expressly approved in writing by Developer. Any purported amendment of any such agreement shall be null and void.

4.20. Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Unit to the City sewer system and pay all charges assessed thereon.

4.21. Energy Devices. No energy production devices, including generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the prior written approval of the Harris Ranch Review Board. This section shall not apply to passive solar energy systems incorporated into the approved design of a Building.

4.22. Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be constructed or maintained on any portion of the Property without the prior written approval of the Harris Ranch Review Board. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type that is approved by the Harris Ranch Review Board shall be screened by a fence, landscaping or similar structures, or as otherwise required to ensure the safety of the residents of the Property and the appearance of the Property, except that screening shall not be required where any such screening would preclude the reception of an acceptable quality signal. No antennae that is approved by the Harris Ranch Review Board may be installed until after an Owner has constructed a Building on such Unit.

4.23. Landscaping. No landscaping Improvement shall be made upon any Unit unless such landscaping Improvement is in compliance with the Design Guidelines, Local Design Guidelines and any Supplemental Declaration and the landscaping requirements of the City set forth in connection with the issuance of any building permit and/or certificate of occupancy. In the event any Owner shall fail to install and maintain landscaping in conformance with the requirements established in the preceding sentence, or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe or unsightly condition, the Master Association or the relevant Local Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Master Association or Local Association, as applicable, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Master Association or Local Association, as applicable, in taking such corrective acts, plus all attorneys' fees and other costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

4.24. Dedication of Property. Subject to the approval of, and acceptance by, the recipient entity, Developer, the Master Association and any Local Association may dedicate, lease, grant easements in, or convey portions of any real property it owns to any local, state or federal governmental or quasi-governmental entity, provided Developer (or the Master Association or the Local Association, as the case may be) has determined, in its discretion, that such recipient entity has the funding sources and commitment to properly maintain the subject property. Moreover, subject to applicable law: (i) Developer, the Master Association and any Local Association may, in its discretion, waive (or otherwise grant exemptions or other relief to such recipient entity from) any provision(s) of this Master Declaration and any Supplemental Declaration otherwise applicable to the subject property, including the obligation to pay Assessments, and (ii) the Harris Ranch Review Board may, in its discretion, waive (or otherwise grant exemptions or other relief to such recipient entity from) any provision(s) of the Harris Ranch Specific Plan otherwise applicable to the subject property.

4.25. Developer's Right of Development. Nothing contained in this Master Declaration shall limit the right of Developer to grant licenses, to reserve or grant 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 Property owned by Developer, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Developer deems advisable, in Developer's discretion, in the course of development of the Property or the Project. Developer's rights shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Developer's business of completing the development of the Property and disposing of the same by sales, lease or otherwise. Developer shall have the right at any time prior to conveyance of title to a Unit, to grant, establish and/or reserve on that Unit additional licenses, reservations, easements and rights-of-way to Developer, to utility companies, or to others as may from time to time be necessary, in Developer's discretion, for the proper development of the Property. Anything in this Master Declaration to the contrary notwithstanding, Developer need not seek or obtain Master Association, Local Association, Harris Ranch Review Board or other Owner approval of any Improvement constructed or placed by Developer or its affiliated entities, on any portion of the Property. Subject to the provisions of Section 14.3 hereof, the rights of Developer hereunder may be assigned by Developer to any successors and assigns of Developer's interests in or to any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Developer, in Developer's discretion and in accordance with all applicable City zoning laws, may amend and modify the Development Plan. By acceptance of a deed to any portion of the Property, or by executing this Master Declaration as a party hereto, each Owner of any Property in the Project acknowledges and agrees that: (i) the Development Plan for the Property may be amended, modified or changed in Developer's discretion (including the development as commercial properties of any Units that had been shown in a previous Development Plan as residential properties, and/or the development as residential properties of any Units that had been shown in a previous Development Plan as commercial properties), so long as the Development Plan is consistent with the City zoning laws, and (ii) such Owner shall not object to or oppose any development of any portion of the Property, or other property owned by Developer and annexed to the Property. Each Owner's agreement not to object to or oppose the development matters set forth in the preceding sentence is a material consideration to the conveyance of any portion of the Property by Developer to such Owner and to Developer's willingness to undertake the development of the Project set forth in the Development Plan.

No provision of this Master Declaration shall be construed as preventing or limiting Developer's right to: (i) complete development of the Property or the Project, including any subdivision or resubdivision of the Property or any portion thereof, or to construct Improvements thereon, (ii) maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including any Common Area or any public right-of-way, or (iii) post signs incidental to construction, sales or leasing.

4.26. Pressurized Irrigation System. Developer shall deliver sufficient non-potable irrigation water to the Property and Units, and construct and own, in accordance with construction plans and specifications approved by the City, the pressurized irrigation system that will supply non-potable irrigation water to the Property and Units, and Harris Family Limited Partnership agrees to convey to Developer the necessary water rights therefor. Developer shall



operate and maintain the pressurized irrigation system. Developer shall have the right to assign Developer's right, title and interest in and to the pressurized irrigation system to any Person that, in Developer's discretion, Developer believes would responsibly operate and maintain the system (e.g., the City) and/or to delegate to such assignee all responsibility to operate and maintain the pressurized irrigation system.

Developer shall be entitled to levy charges against each Unit on a basis established by Developer, in its discretion, in association with the pressurized irrigation system and the amount of irrigation water supplied thereunder; provided, however, such charges shall not, for the two (2) year period following the date this Master Declaration is recorded in the official records of Ada County, Idaho, exceed fifty percent (50%) of the rate charged by United Water Idaho for the water it provides (which, as all Owners recognize, is potable water) to its residential customers (or to its commercial customers, as the case may be). Following the two (2) year period described in the preceding sentence, the charges for irrigation water levied by Developer shall not exceed seventy-five percent (75%) of the rate charged by United Water Idaho for the water it provides to its residential customers (or to its commercial customers, as the case may be). Each Owner hereby, and by acceptance of a deed to a Unit, covenants and agrees to pay all such charges to Developer, not later than ten (10) days after such Owner is sent each monthly, quarterly, semi-annual or annual billing therefor. All such charges, together with late fees, interest, costs and reasonable attorneys' fees incurred in collecting the same, shall be an encumbrance against the land and shall be a continuing lien upon the Unit against which each such charge is levied, and shall also be the personal obligation of the Owner of such Unit at the time when such charge becomes due and payable. The lien shall not be affected by the conveyance of title to a Unit. No Owner may waive or otherwise avoid liability for any such charge by abandonment of such Owner's Unit. Developer shall have the same rights and remedies with respect to the collection and enforcement of payment of the charges levied by Developer as are set forth in Article 11 hereof in regard to the collection and enforcement of the payment of Assessments levied by the Master Association [including a continuing claim of lien with power of sale on each Unit, to secure payment of all such charges levied by Developer, together with late fees (equal to ten percent [10%] of such delinquent charge), interest (at an annual rate established by Developer) on such delinquent charge until payment thereof, and all costs of collection, including reasonable attorneys' fees].

In the event the responsibility to operate and maintain the pressurized irrigation system is delegated to the Master Association as provided above in this Section 4.26, the charges associated with the amount of irrigation water supplied to the various Units under the pressurized irrigation system shall then become a component of the Assessments levied by the Master Association.

ARTICLE 5– EASEMENTS

5.1. Easements of Enjoyment. Each Owner, as grantor, hereby grants to all Owners a nonexclusive easement for the use and enjoyment of the Common Area (or such Local Common Area as is within the Phase where such Owner's Unit is located), which shall be appurtenant to and shall pass with the title to every Unit, subject to the Restrictions.

5.2. Delegation of Use. Every Owner may delegate, in accordance with this Master Declaration and any rules governing such use, such Owner's right of enjoyment in the Common Area (or Local Common Area, as the case may be), to such Owner's tenants, employees, family, guests or invitees.

5.3. Easements of Record or in Use. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to all other easements now or hereafter of record or in use.

5.4. Easements of Encroachment. Each Owner, as grantor, hereby grants to all Owners a reciprocal appurtenant easement of encroachment as between each Unit and such portion or portions of the Common Area (or Local Common Area, as the case may be) adjacent thereto, or as between adjacent Units, due to the unwillful placement or settling or shifting of the Improvements, including structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Master Declaration. An easement of encroachment shall be valid only so long as the encroachment exists, and the rights and obligations of Owners shall not be altered in any way because of encroachments, or the settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments within and over adjoining Units that existed prior to the destruction may be reconstructed pursuant to the easement granted by this Section 5.4.

5.5. Maintenance and Use Easement Between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Unit is located within three (3) feet of the property line of such Unit, the Owner of such Unit is hereby granted an easement over and on the adjoining Unit (not to exceed three (3) feet from the property line of the Unit) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Unit is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

5.6. Party Walls. Units may include Party Walls. To the extent any Party Wall exists, there is hereby granted to each Owner a common reciprocal easement for the location of such Party Wall. Each Owner shall have the right to use the surface of any Party Wall contained within the interior of the Owner's Unit, provided that an Owner shall not drive, place or cause to be driven or placed any nail, bolt, screw or other object into a Party Wall which penetrates a Party Wall equal to or greater than half the Party Wall's width. The Owners shall respectively own to the centerline of any Party Wall. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of such Party Wall. Such Party Wall shall be maintained in good condition by the Owners thereof, free of structural defects and using reasonable care to avoid injury to the adjoining property. Notwithstanding any other provisions in this Section 5.6, an Owner who by negligent or willful act(s) causes a Party Wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such Party Wall. If such Party Wall is



destroyed or damaged by fire or other casualty, either Owner may restore such Party Wall and the other Owner shall contribute one-half (1/2) of the cost of such restoration. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

5.7. Easements of Access. Each Owner, as grantor, hereby grants to all Owners, for the benefit of all the Property, reciprocal easements of ingress and egress for all Owners to and from their respective Units for installation and repair of utility services, for drainage of water over, across and upon adjacent Units, Common Areas and Local Common Areas resulting from the normal use of adjoining Units, Common Areas and Local Common Areas (provided that such drainage is in accordance with an established drainage pattern), and for necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, sidewalk abutments, trees and landscaping. Such easements may be used by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Unit, Common Area or Local Common Area.

5.8. Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Master Declaration shall be subject to all easements heretofore or hereafter granted by Developer or any Owner for the installation and maintenance of utility systems and drainage facilities that are required for the development of the Property. In addition, there is hereby reserved by and granted to Developer, for the benefit of Developer and the Master Association or any Local Association, the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Unit in the Property.

5.8.1. Improvement of Easement Areas. The Owners of Units are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the drainage or utility easement area from being used for its intended purpose; provided, however, that any Owner, the Master Association, a Local Association, designated Person or Developer having an interest in any landscaping easement set forth in this Article 5, shall be entitled to install and maintain landscaping on such drainage or utility easement areas, subject to approval by the Harris Ranch Review Board, so long as the same would not interfere with or prevent such easement areas from being used for their intended purposes; and provided, further, that any damage sustained to Improvements on the drainage and utility easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Unit where Improvements were so damaged, or in the event the drainage or utility easement area where Improvements were so damaged is located in a Common Area or Local Common Area, the Master Association or Local Association, as applicable, shall be responsible for the damage sustained and may impose a Special Assessment or Limited Assessment therefor.



5.8.2. Dedication; Easement to ACHD for Maintenance. In accordance with that certain Perpetual Storm Water Drainage Easement recorded on May 4, 2009, as Instrument No. 109050825, in the official records of Ada County, Idaho, as amended from time to time, and that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, in the official records of Ada County, Idaho, as amended from time to time (collectively, the “Master Easement”), ACHD has been dedicated (or will hereafter be dedicated) certain public storm drainage facilities, including storm drains, street gutters, drainage pipes, drop inlets, ditches, swales, detention basins, collection ponds and all related facilities (collectively referred to herein as “public storm drainage facilities”), and has been dedicated or granted (or will hereafter be dedicated or granted) certain drainage easements on the various Plats associated with the Project for the passage and retention of storm water into, on, under, over, across and from the Property and for ingress and egress to such public storm drainage facilities for the repair, maintenance, reconstruction and enhancement of such facilities. The Master Easement and the public storm drainage facilities are dedicated to ACHD pursuant to Section 40-2302, Idaho Code. The Master Easement is for the operation and maintenance of the public storm drainage facilities. Each Owner acknowledges that it will not take any action inconsistent with ACHD’s exercise of its rights in and to the public storm drainage facilities described in this Section 5.8.2. The easement area described in the Master Easement shall remain free of all encroachments and obstructions (including fences and trees) that would adversely affect the operation and maintenance of the public storm drainage facilities.

5.9. Sanitary Sewer Easements. There is hereby granted to the City a perpetual non-exclusive easement for the purpose of maintaining, repairing or replacing those portions of the sanitary sewer system which run on, over, across, under and through the Property or any portion thereof. Any damage sustained to Improvements on the Property or any portion thereof as a result of the legitimate use of the easement area shall be the obligation of the Master Association (which may impose a Special Assessment or Limited Assessment therefor), unless otherwise set forth in a written agreement between Developer and the City.

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

5.10.1. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon any Unit owned by an Owner other than the Owner of the Unit served by the connections, each Owner of a Unit served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Unit or to have their agent enter upon any Unit in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

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

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

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

5.13. Developer's Rights Incident to Construction. There is hereby reserved by and granted to Developer a right and easement of ingress and egress over, in, upon, under, and across the 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 Improvements on the Property owned by Developer; provided, however, that no such rights shall be exercised by Developer in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Unit by that Owner or such Owner's family, tenants, employees, guests, or invitees.

5.14. Easements Deemed Created. All conveyances of any Unit or any other portion of the Property made after the date this Master Declaration is recorded (or made prior to the recording of this Master Declaration in the case of any conveyance by Developer or Harris Family Limited Partnership to any Person that is a party to this Master Declaration), shall be construed to grant and reserve the easements addressed in this Article 5, even if no specific reference to such easements or to this Article 5 appears in the deed or other instrument of conveyance. Whenever an easement is reserved to or by, or in favor of, Developer herein, said easement shall also be reserved (and granted) to, and in favor of, Developer's successors and assigns and, to the extent Developer so chooses, in favor of Developer's duly authorized agents, representatives, employees, contractors and licensees.

5.15. Waterway Easements. Each Owner, as grantor, hereby grants to all Owners, for the benefit of all the Property, an easement for all Waterways and related pipes, pumps and other equipment on, over, across, under and through all Units, Common Areas and Local Common Areas, and an easement is hereby reserved by and granted to Developer (which may be further transferred to, and for the benefit of, the Master Association and/or any or all Local Associations) to maintain any Waterway system installed on the Property. The Master Association shall have the right, but not the obligation, to maintain all Waterways to be maintained by a governmental or quasi-governmental authority, and to bill the applicable

governmental or quasi-governmental authority for all such maintenance conducted by the Master Association. No relocation of the water lines installed as a part of such system shall be undertaken in any way that interrupts the flow of water through the system or damages the system in any other fashion. Developer is hereby granted and further reserves the right to make any reconfiguration of any Waterway which Developer determines, in its discretion, to be necessary, expedient or desirable; provided, however, that nothing herein shall reserve unto Developer the right to take any action which would disturb, encroach upon or endanger the foundation of any Building, nor shall any action be taken which would materially alter any Waterway's proximity to improved property abutting such Waterway. Under no circumstances whatsoever shall the Waterways be used by any Owner, Member, tenants, invitees, and/or guests for recreational purposes, including wading and/or swimming.

5.16. Reservation Associated With Expansion. There is hereby granted to and reserved by Developer and granted to the Owners of all Units within the Property and to certain Owners of property not presently located within the boundaries of the Property (as the same are hereafter identified by Developer) a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area or Local Common Area in connection with the expansion of the Property (e.g., the annexation of additional property into the Property). The location of these easements and rights-of-way must be approved by Developer and may be documented by recorded instruments.

5.17. 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 Property in the proper performance of their duties.

5.18. Installation and Repair Easement. An easement is hereby reserved by and granted to Developer, which may be further transferred to, and for the benefit of, the Master Association and/or any or all Local Associations, and any member of their Board or their manager, if any, and their respective officers, agents, contractors, employees, and assigns, upon, across, over, through, and under the Property as may be necessary or appropriate to perform any installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with any of the easements established in this Article 5 ("Installation and Repair") and to perform the duties and functions which Developer, the Master Association or Local Association is obligated or permitted to perform pursuant to the Project Documents (including this Master Declaration), including the right to enter upon any Unit for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Unit as required by any of the Project Documents.

5.19. Restoration. In the event any Installation and Repair disturbs or damages any landscaping or other Improvement(s) located on the Property, the Person performing the Installation and Repair shall restore the Property to a condition reasonably comparable to its condition prior to the Installation and Repair ("Restoration"). If an Owner performing the Installation and Repair does not complete the Restoration within fourteen (14) days after the completion of the Installation and Repair, upon notice to such Owner, the Owner of the disturbed



Improvements shall have the right to complete the Restoration in a reasonable manner, as determined in the discretion of the Owner of the disturbed Improvements, and recover the costs thereof from the Owner who performed the Installation and Repair.

5.20. Easements to Serve Additional Property. An easement is hereby reserved by and granted to Developer and granted to certain Owners of property not presently located within the boundaries of the Property (as the same are hereafter identified by Developer) over the Common Area and the Local Common Area for the purposes of enjoyment, use, access and development of the property located in the vicinity of the Property (although located outside the boundaries of the Property as of the date of this Master Declaration), whether or not such Property is hereafter annexed into the Property or made subject to this Master Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and the Local Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to any Common Area or Local Common Area as a result of said Person's actions in connection with development of such property. If the above easement grants permanent rights to any property that is not hereafter made subject to this Master Declaration, the Master Association shall use commercially reasonably efforts to enter into a reasonable agreement with the owners of said property to share any cost of maintenance that the Master Association provides for the benefit of the easement holder. The shared maintenance costs may include, without limitation, maintenance to or along any roadway providing access to the benefited property.

5.21. Development Easements Reserved to Developer. An easement is hereby reserved by and granted to Developer over, under, through and across the Property for the use, access to and development of the Property as depicted in the Development Plan. This easement includes, but is not limited to, a right of ingress and egress over such Property as is required by Developer for construction of roads and for tying in and installation of utilities on the Property. Developer further reserves (and is hereby granted) the right and power to grant and record specific easements as may be necessary, in Developer's discretion, in connection with the orderly development of the Property.

5.22. Facilities and Services Open to Public. Certain facilities and areas within the Property owned by Developer or for which it has responsibility may be made available by Developer for use and enjoyment of the public. Such facilities and areas may include, by way of example: trails and paths; greenbelts; parks and other spots conducive to gathering and interaction; roadways; sidewalks; and medians. Such facilities and areas may be designated as open to the public at the time such facilities and areas are made a part of the Common Area, Local Common Area or Maintenance Property, or the Master Association or a Local Association may do so thereafter as provided in Article 7 hereof.

5.23. View Corridor Easements. Every affected Owner hereby acknowledges that the corners of various properties in the Project (where they abut public roadways) will be encumbered by view corridor easements (also known as sight distance easements), the location of which shall be shown on the various Plats to be recorded. There shall be no Buildings or other structural Improvements constructed within any area encumbered by a view corridor easement,



and no landscaping Improvements within any area encumbered by a view corridor easement shall exceed a height of three (3) feet. The Owners of all properties encumbered by a view corridor easement shall be responsible for maintaining all property encumbered by the view corridor easement, including the planting, pruning, mowing and irrigation of all vegetation therein.

5.24. Pressurized Irrigation System Easement. An easement is hereby reserved by and granted to Developer, which may be further transferred to, and for the benefit of, the Master Association, upon, across, over, through, and under the Property as may be necessary or appropriate for the installation, construction, maintenance, inspection, operation, repair or replacement of any Improvement associated with the pressurized irrigation system described in Section 4.26 hereof.

5.25. Right to Create Side-Yard Easements. Each Owner of a subdivision lot located within the Property may declare and create an easement upon such lot ("Servient Lot"), for the benefit of an adjacent subdivision lot located within the Property ("Dominant Lot"), not to exceed five feet (5') in width ("Side-Yard Easement"), on, over, along and across the Servient Lot, which Side-Yard Easement shall be adjacent to and abut the whole of the side-yard property boundary line that is common to, and shared by, the Servient Lot and the Dominant Lot. The Side-Yard Easement shall, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot. There shall be only one (1) such Side-Yard Easement on the Servient Lot. The location of the Side-Yard Easement encumbering the Servient Lot, if not shown on a recorded Plat, shall be determined by the location of the Building on the Servient Lot and shall be located along the side property boundary line that is nearest to the Building constructed on the Servient Lot and shall terminate at the structure of the Building located on the Servient Lot. If a Side-Yard Easement is declared and created in accordance with this Section 5.25, a Declaration of Side-Yard Easement shall be executed, acknowledged and recorded in the official records of Ada County, Idaho, which shall evidence the declaration and creation of the Side-Yard Easement and shall describe the location thereof upon the Servient Lot.

5.25.1. Purpose of Side-Yard Easements. The purpose of the Side-Yard Easement shall be to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Design Guidelines or required by the applicable ordinances of the City, as modified by any special or conditional use permit granted by the City and relating to the Property.

5.25.2. Easements Appurtenant. If a Side-Yard Easement is declared and created as provided herein, such Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot separate from the conveyance of fee title to the Dominant Lot. A conveyance of fee title to the Dominant Lot shall constitute a conveyance, transfer and assignment of all right, title and interest in and to the Side-Yard Easement to the transferee of fee

[Signature]

title to the Dominant Lot notwithstanding any provision in the document(s) of conveyance to the contrary or if such document(s) of conveyance is silent with respect to such Side-Yard Easement.

5.25.3. Covenants Running with Land - No Termination. Each Side-Yard Easement shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owners of the Servient Lot and the Dominant Lot and their respective successors and assigns, including each subsequent Owner of the Servient Lot or the Dominant Lot and all Persons claiming under and through them. No Side-Yard Easement shall terminate by lapse of time, non-use or the lack of maintenance.

5.25.4. Right of Access by Servient Lot. Notwithstanding the exclusive nature of a Side-Yard Easement, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the Improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter.

5.25.5. Right to Mortgage. The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement that is appurtenant to the Dominant Lot, if required by the Mortgagee, and, in such event, the Mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the Mortgagee acquires fee title to the mortgaged property.

The Mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.

5.25.6. Acceptance and Succession. If a Side-Yard Easement is declared and created as provided herein, the Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to agree to, and to be bound by, the terms, conditions and covenants of this Section 5.25. The rights and obligations contained in this Section 5.25 shall bind each such Owner, and such Owner's Occupants, heirs, personal representatives, successors and assigns.

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



the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.

5.25.8. Settlement of Disputes Concerning Side-Yard Easements. In the event of any dispute arising between the Owner of the Dominant Lot and the Owner of the Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the interpretation of this Section 5.25, the matter shall be submitted to the Board, which shall act as a board of arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.

ARTICLE 6– OWNER MAINTENANCE RESPONSIBILITIES AND INSURANCE

6.1. Maintenance Obligations. Each Owner shall maintain in good order, repair and condition all Improvements [including landscaping and Improvements (i.e., berms) constructed by Developer or other Persons to establish a grading or surface water drainage system on the Property, as described in Section 4.9 hereof] located on an Owner's Unit in a first class condition, excluding any portion of an Owner's Unit that is designated as Common Area to be maintained pursuant to Section 8.7.1 of this Master Declaration. Each Owner's maintenance obligations shall include, without limitation, the following: (i) all windows and exterior surfaces of any Improvement shall be washed and cleaned regularly; and (ii) all trash and rubbish shall be kept in enclosed containers in the location and manner provided for by the Master Association and/or a Local Association. In addition, all landscaping maintenance shall include, without limitation, mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials. In addition, each Owner shall comply with this Master Declaration, any Supplemental Declaration, and all other rules or requirements applicable to the Property, as promulgated and amended from time to time by Developer, the Master Association or a Local Association.

6.2. Association's Corrective Actions. In the event that any Owner shall permit any Improvement to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Unit, the Master Association or a Local Association, upon thirty (30) days' prior written notice to such Owner, shall have the right to correct such condition, and to enter upon such Owner's Unit for the purpose of doing so, and such Owner shall promptly reimburse the Master Association or Local Association, as applicable, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property shall be personally liable, and such Owner's Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Master Association or a Local Association in taking such corrective acts, plus all attorneys' fees and other costs incurred in collecting the amounts due.

6.3. Maintenance During Construction. During the course of construction and following completion of construction of an Improvement, the Unit on which the Improvement is being constructed and adjacent areas and streets impacted by the construction shall be cleaned on a regular basis, and all trash, rubbish and debris shall be promptly removed therefrom. All requirements and standards set forth in this Section 6.3 shall be the sole cost and expense of the Owner of the Unit. In addition, all construction activities shall be performed in a manner which minimizes the generation, emission, entrainment, suspension and/or transport of fugitive dust within the Property.

6.4. Owner's Insurance. Each Owner shall keep and maintain its own liability insurance coverage with respect to its Unit as well as all insurance relating to its personal property and personal liability. Each insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Master Association or any Local Association obtains pursuant to this Master Declaration or any Supplemental Declaration. All such insurance obtained by an Owner shall waive the insurance company's right of subrogation against the Master Association and Local Association, the other Owners, and the servants, agents and guests of any of them.

6.5. Destruction of Owner's Improvements. If any Improvement located on an Owner's Unit is destroyed by any casualty, the Owner of such Unit shall promptly restore such Improvement, at such Owner's cost, to its original condition. To the extent that the Owner of such Unit elects not to restore the destroyed Improvements, such Owner shall promptly raze such damaged Improvements and shall forthwith grade, pave and/or landscape the area on which such Improvement was located in a safe, sightly and attractive condition.

ARTICLE 7—DESIGNATION OF, AND RIGHTS IN, COMMON AREAS AND LOCAL COMMON AREAS; MAINTENANCE PROPERTY; PHASING

7.1. Use of Common Area. Every Owner within the Property shall have a non-exclusive right to use each parcel of the Common Area, and, unless indicated otherwise in a Supplemental Declaration, every Owner within a particular Phase (or Phases) shall have a non-exclusive right to use each parcel of the Local Common Area within such Phase(s), which right shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

7.1.1. The right of the Master Association or Local Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area or Local Common Area, as applicable, including the right to levy Special Assessments;

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



7.1.3. The right of Developer, a Declarant, the Master Association or Local Association to dedicate or transfer all or any part of the Common Area or Local Common Area, as applicable, to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided, however, that no such dedication or transfer of Common Area or Local Common Area by the Master Association or Local Association shall be effective unless an instrument agreeing to such dedication or transfer signed by the Members holding at least two-thirds (2/3) of the total voting power within the Master Association or Local Association, as applicable, have approved of such dedication or transfer;

7.1.4. The right of the Master Association or Local Association to restrict or prohibit the construction of Improvements on all Common Areas or Local Common Areas, as applicable;

7.1.5. The Common Area or Local Common Area or any portion thereof may be used by the public as established from time to time by Developer or a Declarant by describing such area on a recorded Plat, by granting or reserving it in a deed or other recorded instrument, or by designating it as such in this Master Declaration or in any Supplemental Declaration; and

7.1.6. The Common Area or Local Common Area cannot be mortgaged or conveyed by any Person other than Developer without the approval of at least two-thirds (2/3) of the total voting power in the Master Association or Local Association, as applicable. If ingress or egress to any Unit is through the Common Area or Local Common Area, any conveyance or encumbrance of the Common Area or Local Common Area shall be subject to an easement in favor of the Owner(s) of such Unit(s) for the purpose of ingress and egress.

7.2. Designation of Common Area. Common Area shall be designated or reserved in the Harris Ranch Specific Plan, in this Master Declaration, in any Supplemental Declaration, and/or in Plats, deeds or other recorded instruments. The Common Area shall be conveyed to the Master Association, and the Common Area, including any and all Improvements thereon, shall be operated, managed and maintained by the Master Association pursuant to this Master Declaration. In recognition of the fact that Developer will be conveying Common Area to the Master Association at no cost to the Master Association, if conveyed in error or if needed to make minor adjustments in property lines, Developer, for so long as it owns any portion of the Property, may unilaterally amend this Master Declaration or any conveyance instrument to withdraw Common Area that Developer has conveyed to the Master Association and may require the Master Association to reconvey portions of the Common Area to Developer or to other Persons.

7.3. Designation of Local Common Area. Local Common Area may be designated or reserved in a Supplemental Declaration and/or in Plats, deeds or other recorded instruments. Developer shall have the right to convert any Common Area previously designated as such into a Local Common Area or any Local Common Area previously designated as such into Common Area. **The Local Common Area shall be conveyed to a Local Association, and the Local Common Area, including any and all Improvements thereon, shall be operated and maintained**

by such Local Association pursuant to this Master Declaration and any applicable Supplemental Declaration. In recognition of the fact that Developer will be conveying Local Common Area to a Local Association at no cost to such Local Association, if conveyed in error or if needed to make minor adjustments in property lines, Developer, for so long as it owns any portion of the Property, may unilaterally amend any Supplemental Declaration or any conveyance instrument to withdraw Local Common Area that Developer has conveyed to the Local Association and may require such Local Association to reconvey portions of the Local Common Area to Developer or to other Persons.

7.4. Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area or Local Common Area in which such Owner has an interest, to the members of such Owner's family and guests in residence, and to such Owner's tenants or contract purchasers who reside on such Owner's Unit. Only Developer, the Master Association or a Local Association shall have the right to delegate the right of enjoyment to the Common Area or Local Common Area to the general public. Such delegation to the general public may be for a fee set by Developer, the Master Association or applicable Local Association.

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

7.6. Association's Responsibility. The Master Association or a Local Association shall maintain and keep the Common Area or Local Common Area, as applicable, in good repair, such maintenance to be funded as provided in this Master Declaration or a Supplemental Declaration. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated within the Common Area or Local Common Area.

7.7. Anticipated Phases. The Property will be divided into Phases for purposes of development sequencing, governance, assessments and adoption of additional Restrictions. Any Phase established herein or addressed elsewhere (e.g., such as the various Project construction phases designated on page 123 of Volume I of the Harris Ranch Specific Plan, the timing of which phases are subject to change based on market conditions) may be revised or further divided into additional Phases and/or the Units within any Phase may be further divided and/or moved into a different Phase, in the discretion of Developer, upon the recordation of a Supplemental Declaration (or an amended Supplemental Declaration) or any other appropriate document in the Ada County Recorder's Office.

7.8. Governance of Phases. Developer may, but is not required to, create a Local Association to govern a Phase or multiple Phases. If Developer creates a Local Association,

such Local Association shall govern such Phase(s) in accordance with this Master Declaration, any applicable Supplemental Declaration, and the Articles and Bylaws of such Local Association. If Developer does not create a Local Association, the Owners within a Phase shall govern such Phase in accordance with the terms of this Master Declaration.

7.9. Designation of Maintenance Property. Maintenance Property may be designated or reserved in this Master Declaration, any Supplemental Declaration and/or recorded Plats, deeds or other instruments. The following personal property or real property interests are hereby designated as Maintenance Property:

7.9.1. The collective mailbox units described in Section 4.6 hereof;

7.9.2. The conservation easement areas and wetlands mitigation easement areas described in Section 14.12.5 hereof; and

7.9.3. The Ada County greenbelt described in Section 14.12.8 hereof.

7.10. Conveyance of Property from Other Persons. Under negotiated terms, the Master Association or a Local Association may acquire and maintain improved or unimproved real property, personal property, easements, and leasehold or other property interests from other Persons. If the Master Association or the Local Association determines that such property benefits less than all of the Owners, then the Board shall determine an equitable allocation of costs and expenses in accordance with the benefits received.

ARTICLE 8—MASTER ASSOCIATION

8.1. Organization of Association. Developer shall organize a Master Association, which shall be organized as a nonprofit corporation under the laws of the State of Idaho. The Master Association shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles and Bylaws and this Master Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

8.2. Members. Each Owner (including Developer and Declarants) by virtue of being an Owner and for so long as such ownership is maintained shall be a Member of the Master Association and shall have the voting rights hereafter set forth in this Article 8. A membership in the Master Association shall be appurtenant to and inseparable from the Unit owned by such Owner. A membership in the Master Association shall not be assigned, transferred, pledged or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to said Unit. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Master Association.

8.3. Membership. The Master Association shall have three (3) classes of membership.

8.3.1. Class A Members. Class A Members shall be the Delegates selected from among the Owners within each Phase, or if a Local Association has been formed for such Phase, the Delegates shall be designated by such Local Association. From and after the Class B Member Termination Date, each such Delegate will be entitled to vote, at all meetings of the Master Association, those votes attributable to the Units within the Phase that the Delegate represents, which votes shall be determined as set forth on **Exhibit B** attached hereto.

8.3.2. Class B Member. Developer and Harris Family Limited Partnership, by and through Developer's Delegate, shall be the Class B Member, and shall, anything in this Master Declaration, any Supplemental Declaration, or any Articles of Bylaws to the contrary notwithstanding, be the sole voting Member of the Master Association entitled to vote the collective voting power of the Master Association and all property within the Property until the Class B Member Termination Date. The Class B Member shall cease to exist upon the earliest of the following events to occur (the "Class B Member Termination Date"): (i) neither Harris Family Limited Partnership nor Developer owns any Unit or any other portion of the Property; (ii) Developer informs the Board of the Master Association in writing that Developer and Harris Family Limited Partnership no longer wish to exercise any rights as the Class B Member hereunder; or (iii) thirty (30) years have passed since the recordation of this Master Declaration.

8.3.3. Class C Members. The Class C Members shall be all Owners, but excluding Developer and Harris Family Limited Partnership until the Class B Member Termination Date. Class C Members shall not be entitled to vote in the Master Association. Developer shall become a Class C Member to the extent Developer remains an Owner of one (1) or more Units after the Class B Member Termination Date. Harris Family Limited Partnership shall become a Class C Member to the extent Harris Family Limited Partnership remains an Owner of one (1) or more Units after the Class B Member Termination Date.

8.4. Voting in Master Association. From and after the Class B Member Termination Date, each Class A Member (i.e., each Delegate) will be entitled to vote, at all meetings of the Master Association, those votes attributable to the Units within the Phase represented by such Class A Member, as set forth below in this Section 8.4.

8.4.1. Regular Assessment/Special Assessment. The Delegate of each Phase shall cast the votes which that Delegate represents in such manner as that Delegate shall deem appropriate acting on behalf of all of the Owners within the Phase or the Members in the applicable Local Association; provided, however, that as to any Special Assessment or increase in the Regular Assessment levied by the Master Association, the Delegate of the Phase shall cast all of the voting power of such Phase in the same proportion as the Owners within such Phase or the Members of such Local Association shall have voted "for" and "against" such Special Assessment or increase in the Regular Assessment in person or by proxy regardless of the actual number of votes cast at any meeting of the Owners within the Phase or at any meeting of the applicable Local Association. By way of example and not of limitation, at a meeting of the Owners of a particular Phase where such Owners, in person or by proxy shall have cast their votes 46% in favor of an increase in the Regular Assessment and 54% against an increase in the



Regular Assessment, then the Delegate representing such Phase shall cast 46% of such Delegate's votes in favor of the increase and 54% of such Delegate's votes against such increase.

8.4.2. Voting – Pursuant to Owner or Member Instructions. In the event that at least a majority of the voting power within the Phase shall determine at any duly constituted meeting of the Owners within such Phase, or at a meeting of the Members of the applicable Local Association, to instruct its Delegate as to the manner in which such Delegate is to vote on any issue to be voted on by the Delegates, the Delegate representing the Phase or the applicable Local Association shall cast the voting power of the Phase or Local Association in the same proportion as the Owners within such Phase or Members in such Local Association shall have voted "for" and "against" such issue in person or by proxy regardless of the actual number of votes cast at any meeting of the Owners within the Phase or of the applicable Local Association. By way of example and not of limitation, at a meeting of the Owners of a particular Phase where Owners holding at least a majority of the total voting power within such Phase are in attendance in person or by proxy, and such Owners shall have cast their votes 46% in favor of any issue to be decided upon by the Master Association and 54% against such issue, then the Delegate representing such Phase shall cast 46% of such Delegate's votes in favor of the issue and 54% of such Delegate's votes against such issue.

8.4.3. Voting – General. When a Delegate is voting in such Delegate's own discretion without instruction from the Owners within such Phase or Members of such Local Association, then such Delegate shall cast all of the votes which such Delegate represents as a unit and may not apportion some of such votes in favor of a given proposition and some of such votes in opposition to such proposition. It will be conclusively presumed for all purposes that any Delegate casting votes on behalf of the Owners of any Phase or Members of any Local Association will have acted with the authority and consent of all such Owners or Members. All agreements and determinations lawfully made by the Master Association in reliance upon the voting procedures established herein, and the Bylaws thereof, shall be deemed to be binding on all Members of the Master Association, Owners, Declarants, and their respective successors and assigns.

8.5. Board of Directors and Officers. The affairs of the Master Association shall be conducted by a board of directors consisting of no less than three (3) and no more than seven (7) members and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time; provided, however, until the Class B Member Termination Date, the Class B Member shall have the exclusive right to elect and appoint all officers and directors of the Master Association in the Class B Member's discretion.

8.6. Powers of Master Association. The Master Association shall have all the powers of a profit or 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 Master 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 Master 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 Master Association's other assets, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

8.6.1. Assessments. The power to levy Assessments pursuant to Article 10 hereof on any Owner of any portion of the Property pursuant to the provisions of this Master Declaration, and to force payment of such Assessments, all in accordance with the provisions of this Master Declaration. This power shall include the right of the Master Association to levy Assessments on any Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area, the Maintenance Property and the Restricted Area.

8.6.2. Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, this Master Declaration or other rules and regulations and to enforce by mandatory injunction or otherwise, all provisions thereof.

8.6.3. Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract with a Local Association for the maintenance, repair, replacement and operation of any Common Area. Neither the Master 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.

8.6.4. Association Rules. The power to adopt, amend and repeal such rules and regulations, from time to time, as the Master Association deems appropriate. Such Association rules shall govern the use by Owners and Occupants or any other Person of Common Areas and other property owned or controlled by the Master Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws or this Master Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, Bylaws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

8.6.5. Improvements Within Public Right-of-Way. The authority to own, maintain, repair, replace and/or operate any Improvements, including landscaping islands, retaining walls, bridges, bridge facades, median strips and pathways located within any public right-of-way located within the Property.

8.6.6. Emergency Powers. The power, exercised by the Master Association or by any Person authorized by it, to enter upon any portion of the 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 Master 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 Master Association, unless said entry was necessitated by a condition caused by the Owner or Occupant.

8.6.7. 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 welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

8.6.7.1. 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;

8.6.7.2. 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

8.6.7.3. 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.

8.6.8. Fiscal Year. The right to elect a fiscal year for the Master Association instead of a calendar year for budget, Assessment and accounting purposes.

8.6.9. Cure of Defaults. If any Owner defaults in the performance of any of its obligations set forth herein, the Master Association shall have the right, but not the obligation, to cure such default at the expense of such Owner and shall be permitted to enter upon any Owner's Unit to effect such cure.

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

8.6.11. Other. Such other and further powers as the Board deems reasonable and appropriate, it being the intent under this Master Declaration that the Master Association have broad power and authority consistent with the Project Documents and applicable law.

8.7. Duties of Master Association. In addition to the powers delegated to it by the Articles, Bylaws or this Master Declaration, without limiting the generality thereof, the Master Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

8.7.1. Operation and Maintenance of Common Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of Common Area Improvements damaged or destroyed by casualty loss. All Waterways shall be maintained in accordance with sound hydrological principles, with particular attention to the protection and husbandry of the wildlife habitat. The Master Association shall, in Developer's discretion, operate and maintain all properties owned by Developer which are designated by Developer for temporary or permanent use by Members of the Master Association.

The Master Association shall maintain the physical integrity of all retaining walls (and the slopes retained thereby) adjacent to public rights-of-way located on the Property in good condition and repair so as to prevent damage to public facilities and prevent hazards to the public. Notwithstanding that the Master Association is obligated to maintain the retaining wall and slope facilities as set forth in the preceding sentence, it is hereby provided that ACHD may elect to maintain any part of said retaining wall and slope facilities should the Master Association fail to perform its maintenance responsibilities. In the event ACHD determines, in its discretion, that the Master Association is not adequately maintaining the retaining wall and slope facilities, ACHD shall, before undertaking maintenance of same, provide written notice of its intention to begin maintenance of the retaining wall and slope facilities within a thirty (30) day period, within which time frame the Master Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Master Association fails to commence and conclude the maintenance identified, within the prescribed thirty (30) days, then in that event ACHD may begin to undertake said maintenance.

In the event ACHD engages in maintenance of the retaining wall and slope facilities after having provided notice to the Master Association and having provided the Master Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all Units with power of sale as to each and every Unit to secure payment of any and all assessments levied against any and all said Units pursuant to this Master Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise its rights under Idaho Code by assessing the Unit Owners and certifying those assessments in the manner as real property taxes. This section shall not be amended without prior written approval from ACHD.

8.7.2. Operation and Maintenance of Maintenance Property and Restricted Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Maintenance Property, including any signs, benches, lights, and fences constructed off the Property (e.g. for the purpose of a visual or sound barrier), and the Restricted Areas.

8.7.3. Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Areas owned by the Master Association or against the Master Association and/or any other property owned by the Master Association. Such taxes and assessments may be contested or compromised by the Master Association;

provided, however, that they 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. In addition, the Master Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Master Association in the event that the Master Association is denied the status of a tax exempt corporation.

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

8.7.5. Identification Signs. Maintain, repair and replace all permanent entry and special identification signs, including entrance and monument signs, for the Property whether the same are located within or outside of the boundaries of the Property.

8.7.6. Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

8.7.6.1. Property and fire insurance, including those risks embraced by coverage of the type sometimes known as broad form "all risk" or special extended coverage endorsement on a blanket agreement amount basis for the insurable value (based on current replacement cost) of all Improvements, equipment, fixtures and other property located within the Common Areas owned by the Master Association, including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of the Common Areas, easement areas, Restricted Areas or Maintenance Property under the control of the Master Association.

8.7.6.2. Commercial general liability insurance insuring the Master Association, the Board, officers of the Master Association, and Developer, and the agents and employees of each of the foregoing, and the individual Owners, against any liability incident to the ownership and/or use of the Common Areas owned by the Master Association or the easement areas, Restricted Areas or Maintenance Property under the management or control of the Master Association. The limits of liability of such coverage shall be as determined by the Board.

8.7.6.3. Full coverage directors' and officers' liability insurance in an amount determined by the Board.

8.7.6.4. Such other insurance, including workmen's compensation as required by all applicable laws, and other insurances as the Board shall deem necessary or required to carry out the Master Association's functions or to insure the Master Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Master Association funds or other property.

8.7.6.5. The Master Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive such proceeds and to deal therewith.

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

8.7.7. Rule Making. Make, establish, promulgate, amend and repeal Association rules.

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

The Master Association shall plant and irrigate the planter strips (also known as park strips), if any, within the ACHD rights-of-way bordering the various Units and, when needed, maintain, improve, repair and replace the planter strips and sidewalks within the ACHD rights-of-way (or within ACHD's sidewalk easement), or the Master Association may delegate the responsibility to perform such work to one or more Local Associations. The cost of such work will be assessed to the Owner(s) in accordance with the provisions of Article 10 hereof.

8.7.9. 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, Restricted Area and Maintenance Property.

8.7.10. Maintenance of Berms, Retaining Walls and Fences. Repair and maintain any berms, median strips, retaining walls, fences and Waterways within or abutting any Common Area or public rights-of-way. The Master Association shall repair and replace fences abutting or adjacent to any canal or drainage ditch whether located in Common Area or on individual Units. The Master Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas or public rights-of-way. For the purposes of this Master Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Master Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of the Improvements described in this Section 8.7.10 shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner.

8.7.11. Duties Imposed During Entitlement Process. Carry out all duties imposed upon the Master Association (or upon Developer, which are now or hereafter delegated to the Master Association) by any governmental, municipal or other agencies as part of the entitlement process for the development of the Project.

8.7.12. Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Master 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 the City and Ada County, including the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

8.7.13. Budgets and Financial Statements. Financial statements for the Master Association shall be regularly prepared and copies made available to each Member as follows:

8.7.13.1. A pro forma operating statement (budget) for each fiscal year shall be made available to the Members not more than sixty (60) days after the beginning of each fiscal year.

8.7.13.2. Within ninety (90) days after the close of each fiscal year, the Master Association, or its agent, shall cause to be prepared and made available to each Owner, a balance sheet as of the last day of the Master Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Master Association for that fiscal year.

8.7.14. Operation and Maintenance of Public Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public storm drainage facilities located on and through the Units, Common Area or ACHD rights-of-way, pursuant to the Operation and Maintenance Manual dated April 22, 2010 for Dallas Harris Estates #1 on file with ACHD (the "Storm Water Manual"), and repair and replace public storm drainage facilities damaged or destroyed by casualty loss related to storm drainage.

8.7.14.1. ACHD shall perform the heavy maintenance of the public storm drainage facilities as provided and defined in the Storm Water Manual. The phrase "heavy maintenance" consists of periodically inspecting the public storm drainage facilities to ensure that they are functioning properly; cleaning out piping facilities and related public storm drainage facilities when the sediment level exceeds the designed storage level. All other maintenance of the public storm drainage facilities shall be referred to as "light maintenance" and shall be performed by the Master Association. ACHD has opted to perform the heavy maintenance and shall be allowed to perform such maintenance work; provided, however, in the event ACHD shall decide not to perform such heavy maintenance, then the Master Association shall do so.

8.7.14.2. Notwithstanding that the Master Association is obligated to provide certain types of maintenance of the public storm drainage facilities located on the Property as provided herein and in the Storm Water Manual, it is hereby provided that ACHD may inspect and elect to maintain any part of said public storm drainage facilities should the Master Association fail to perform its maintenance responsibilities under the Storm Water

Manual. In the event ACHD determines, in its discretion, that the Master Association is not adequately maintaining these facilities, ACHD shall, before undertaking maintenance of same, provide written notice of its intention to begin maintenance of the public storm drainage facilities within a thirty (30) day period, within which time frame the Master Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Master Association fails to commence and conclude the maintenance identified, within the prescribed thirty (30) days, then in that event ACHD may begin to undertake said maintenance. Notwithstanding anything in this Master Declaration to the contrary, in an emergency situation ACHD need not provide any prior written notice of its intention to perform the work needed on the public storm drainage facilities to rectify the emergency situation. For the purposes of this Section 8.7.14.2, an "emergency situation" is one that presents an imminent threat of irreparable harm to property or danger to any person. In the event ACHD performs work on the public storm drainage facilities in an emergency situation, ACHD shall endeavor to provide the Master Association with the best and earliest notice feasible under the circumstances of the work performed and the emergency situation that exists (or existed).

8.7.14.3. In the event ACHD engages in maintenance of the public storm drainage facilities as provided above in Section 8.7.14.2, ACHD shall be entitled to and empowered to file a ratable lien against all Units with power of sale as to each and every Unit to secure payment of any and all assessments levied against any and all said Units pursuant to this Master Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise its rights under Idaho Code by assessing the Unit Owners and certifying those assessments in the manner as real property taxes. This section shall not be amended without prior written approval from ACHD.

8.7.14.4. The Master Association shall not be dissolved or relieved of its responsibility to maintain the public storm drainage facilities without prior written approval from ACHD. The Master Association shall not modify the Storm Water Manual or other documents previously approved by ACHD relating to the public storm drainage facilities except upon the approval of ACHD. The Master Association and all Owners by accepting title to a Unit agree that all Owners or Occupants within the Property are benefited Owners for purposes of this Section 8.7.14.4.

8.7.15. Maintenance of Public Easements. Maintain, operate, manage and repair all easements dedicated to the public, as shown on any Plat or in any of the other Project Documents.

8.8. Destruction of Common Area. In the event of partial or total destruction of the Improvements within the Common Area, it shall be the duty of the Master Association to restore and replace the same as promptly and efficiently as practical. The proceeds of any casualty insurance maintained pursuant to this Master Declaration shall be used for such purpose, subject to the prior rights of lienholders whose interest may be protected by such policies. To the extent the insurance proceeds are insufficient to complete such reconstruction, Assessments for reconstruction may be levied by the Master Association against each Unit to provide the

necessary funds. In the event any excess insurance proceeds remain after any reconstruction by the Master Association, the Master Association shall retain such sums and utilize the same to offset future Common Area expenses.

8.9. Eminent Domain. In the event of a threatened taking or condemnation of all or a portion of the Common Area, the Master Association shall represent all Owners in connection with such proceedings. The Master Association shall act in its discretion with respect to any awards being made in connection with the taking or condemnation and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging a condemnation action. Any awards received on account of the taking or condemnation of Common Area shall be paid to the Master Association, who may retain such award and utilize the same to offset future Common Area expenses.

8.10. No Liability of Developer, Board Members and Officers. Neither Developer, nor any member of the Board nor any officers of the Master Association, including all agents and employees of the same, shall be personally liable to any Owner, Member, Occupant or to any other Person, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Master Association, Developer, the Board, or an officer, including all agents and employees of the same; provided that such Person acted in good faith and without intentional misconduct. The Master Association shall hold harmless, indemnify and defend all such aforementioned Persons from any suit or proceeding which may arise as a result of a decision made in good faith and without intentional misconduct within the scope of such Person's Master Association responsibilities.

8.11. Effective Date. The provisions of this Article 8 shall become operative at the time Developer creates the Master Association and any portion of the Common Area is conveyed to the Master Association. Until such operative time, Developer shall have the right to exercise all of the powers of the Master Association set forth in this Master Declaration.

8.12. Dissolution of Master Association. In the event the Master Association is dissolved or transfers by separate instrument any of its obligations and responsibilities to another Person, such Person shall accept responsibility for managing the Common Areas and otherwise assume all obligations and duties of the Master Association contained herein.

ARTICLE 9– LOCAL ASSOCIATIONS AND GOVERNANCE OF PHASES

9.1. Organization of Local Associations. As long as Developer owns any portion of the Property, Developer shall have the exclusive right and power to create Local Associations as legal entities separate and apart from the Master Association to more specifically govern a particular Phase or Phases of the Property. At such time as Developer does not own any portion of the Property, Local Associations may be formed by the Owners within a Phase with the approval of the Board of the Master Association and by satisfying all necessary legal requirements, including the preparation, execution and recording of a Supplemental Declaration. Each Local Association shall have all powers, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Master Declaration with respect to the Master Association (including all powers and rights to impose,



enforce and collect Assessments in accordance with Articles 10 and 11 hereof, notwithstanding that the text of said Articles makes few references to Local Associations and Local Common Areas) except for such differences, requirements or limitations as are expressly set forth in any applicable Supplemental Declaration.

9.2. Relationship Between Master Association and Local Association. It is the purpose and intent of the provisions of this Master Declaration that the Master Association shall be charged with and be responsible for the management of all activities within the Property as specifically set forth in this Master Declaration, and any Local Association shall be charged with the management of all activities within the Phase for which any such Local Association is created, as specifically set forth in a Supplemental Declaration or other instrument creating such Local Association; provided, however, that such Supplemental Declaration or other instrument creating such Local Association shall not be inconsistent with the terms and conditions of this Master Declaration with regard to the responsibilities of the Master Association.

Nothing herein contained shall restrict or prohibit a Local Association from owning, in its own name, Local Common Area and facilities located thereon and other property related thereto, the use of which shall be restricted to Members of the Local Association; provided, it is the intent of this Master Declaration that any such Local Common Area owned by a Local Association, the use and maintenance thereof and the activities of the Local Association shall be consistent with and in furtherance of the Master Association's objectives and the terms and provisions of this Master Declaration.

9.3. Members of Local Associations. Where a Local Association is created, the Members thereof shall be all the Owners of Units located within the respective Phase or Phases governed by such Local Association, including Developer and Declarants. Memberships may be transferred only as specified in Section 8.2 hereof.

9.4. Voting in Local Associations. Each Local Association shall have two (2) classes of memberships.

9.4.1. Local Class A Members. The Local Class A Members shall be the Owners of Units within a particular Phase, excluding Developer for so long as the Class B Member exists. From and after the date the Local Class B Member ceases to exist (as set forth in Section 9.4.2 hereof), each Local Class A Member shall be entitled to vote, at meetings of the Local Association, the vote(s) attributable to the Unit(s) owned by such Owner, determined pursuant to the provisions set forth on **Exhibit B** attached hereto, or as otherwise set forth in a Supplemental Declaration, and the Articles and Bylaws of such Local Association. Developer shall become a Local Class A Member to the extent Developer remains an Owner of one (1) or more Units within the particular Phase after the Local Class B Member ceases to exist.

9.4.2. Local Class B Member. Developer shall be the Local Class B Member, and, for so long as the Local Class B Member exists, the Local Class B Member shall be, anything in any Supplemental Declaration to the contrary notwithstanding, the sole voting Member of the Local Association entitled to vote the collective voting power of the Local Association and all Property within the particular Phase until the earliest of the following events

(at which time the Local Class B Member shall cease to exist): (i) Developer owns no Unit or any other portion of the Property; (ii) Developer informs the Boards of the Master Association and the Local Association in writing that Developer no longer wishes to exercise its rights as the Local Class B Member of the Local Association; or (iii) thirty (30) years have passed since the date this Master Declaration is recorded in the Ada County Recorder's Office.

9.5. Powers and Duties of Local Associations. Each Local Association shall be managed by a board of directors and officers in the same manner as specified in Article 8 hereof for the Master Association, and shall have the same powers and duties with respect to its Members, Local Common Areas and facilities located thereon, said powers and duties to include, without limitation, the power to assess, levy and collect Assessments, the adoption of rules and regulations, granting easements, licenses, rights-of-way, payment of expenses, taxes, insurance and utilities and preparation and distribution of budgets.

9.6. Governance of Phases Without Local Associations. If no Local Association is created to govern a particular Phase, such Phase shall be governed by the Owners of the Units located within such Phase in accordance with the terms of this Master Declaration.

9.7. Voting in Phases Without Local Associations. On all matters upon which an Owner within a Phase is entitled to vote, the Owners within such Phase (as designated herein, in a Supplemental Declaration or in another recorded instrument) shall be entitled to vote the vote(s) attributable to such Owner's Unit(s) within the Phase, determined as set forth on **Exhibit B** attached hereto. All matters that are submitted to a vote of the Owners within a Phase shall be determined, made, approved, or authorized, upon the vote of the Owners holding a majority of the voting power within such Phase.

9.8. Voting of Phases in Master Association. Each Phase, either through its Owners or a Local Association, shall be represented at all meetings of the Master Association by a Delegate, and such Delegate will have the rights set forth in Sections 8.3 and 8.4 hereof for Class A Members of the Master Association.

9.8.1. Selection of Delegates to Master Association. Each Phase, by and through its Owners in the manner set forth in Sections 9.6 and 9.7 hereof or through a Local Association as set forth in an applicable Supplemental Declaration, shall designate one (1) Delegate to the Master Association to exercise the voting power of all of the Owners in such Phase or the Members in such Local Association. For so long as the Local Class B Member exists, Developer (or a Person designated by Developer to represent Developer) shall serve as the Delegate to exercise the voting rights of the particular Phase in the manner provided in this Master Declaration. Following the date the Local Class B Member ceases to exist, the Local Association shall designate one (1) Delegate to the Master Association to exercise the voting rights of the Phase in the manner provided in this Master Declaration. The chairman of any meeting at which a Delegate is elected shall certify in writing to the Board of the Master Association the name of the Delegate elected, the time and place of the meeting at which the election occurred and the Phase that the Delegate represents. Only Owners within the Phase shall be eligible for selection as a Delegate, whether selected by the Owners or by the Members



of a Local Association. In the event such Owner is an entity, such Owner's designated representative is eligible for election as a Delegate. Upon termination of any Delegate's ownership of Property within the Phase or any Delegate's membership in the Local Association for which that Delegate is selected, such Delegate's term of office shall immediately terminate, and a new Delegate shall be selected by the Owners or the Board of the Local Association.

9.8.2. Voting. Such Delegate shall cast the votes that such Delegate represents in the manner set forth in Section 8.4 hereof. It will be conclusively presumed for all purposes that any Delegate casting any vote on behalf of the Members of a Local Association or Owners within a Phase will have acted with the authority and consent of all such Members or Owners.

ARTICLE 10– ASSESSMENTS

10.1. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Unit, covenants and agrees to pay the following:

10.1.1. All Regular, Special and Limited Assessments or charges levied by the Master Association of which the Owner is a Member; and

10.1.2. All Regular, Special and Limited Assessments or charges levied by any Local Association of which the Owner may be a Member.

All such Assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is levied and shall also be the personal obligation of the Owner of such Unit at the time when the Assessment becomes due and payable. The lien shall not be affected by a conveyance of title. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of such Owner's Unit.

10.2. Regular Assessments. Regular Assessments shall be levied by the Master Association at times and intervals deemed appropriate by the Board. Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and other areas, if any, maintained, operated or otherwise managed or controlled by the Master Association and for the performance by the Master Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governments, premiums for all insurance which the Master Association is required or permitted to maintain, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods.

10.3. Special Assessments. In addition to Regular Assessments, the Master Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

10.3.1. To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a

Common Area or any facility located thereon or an easement area controlled by the Master Association, the furnishing of a special service(s) (other than those appropriate for Limited Assessments) or for any other expenses incurred or to be incurred by the Master Association as provided in this Master Declaration; and

10.3.2. To defray a deficit in the common and ordinary expense of the Master Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

10.4. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

10.4.1. Management and Repair. The Master Association shall have the power to incur expenses for maintenance and repair of any Unit or any Improvements on a Unit, if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Unit and the Owner thereof shall pay for the costs of such maintenance and repair and any other costs and expense, including attorneys' fees arising out of or incident to such maintenance and repair and the Assessment therefor.

10.4.2. Correction of Violations. In addition to maintenance and repair, the Master Association, upon the failure or refusal of an Owner to correct a violation of this Master Declaration or other rules and regulations, shall have the power to correct any violation on a Unit or an Improvement on a Unit. The cost of such corrective action, together with interest, related expenses and attorneys fees shall be assessed and collected as set forth in this Master Declaration.

10.5. Developer's Obligation for Assessments. Until the Class B Member Termination Date, Developer may annually elect to either pay Regular Assessments and Special Assessments for each Unit within the Property owned by Developer, or to pay an amount equal to the operating expenses shortfall of the Master Association. Unless Developer otherwise notifies the Board of the Master Association in writing at least thirty (30) days before the commencement of the subject fiscal year of the Master Association, Developer shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Master Association shall have a lien against all Units owned by Developer to secure Developer's obligations under this section, which lien shall have the same attributes and shall be enforceable in the same manner as the Master Association's lien against other Units under Article 11 hereof. Developer's obligations and/or payments hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

10.6. Assessment Rate. Unless specifically provided otherwise herein or in a written agreement (addressing Assessments) entered into prior to the date of this Master Declaration between an Owner and Developer or between an Owner and Harris Family Limited Partnership,

Regular Assessments and Special Assessments of the Master Association shall be uniformly assessed among the Units within a particular land use classification (as such classification is described on **Exhibit B** attached hereto); provided, however, the Master Association's basis for and rate of Regular Assessments and Special Assessments associated with the different land use classifications may be varied. **Exhibit B** shall further govern the allocation of Assessment obligations among the Units.

10.7. Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period for the Master Association shall be determined by the Board. The first Assessment shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Unit, at the discretion of the Board.

10.8. Notice and Assessment Due Date. Except with regard to the first Assessment, thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent by the Master Association to the Owner of every Unit subject thereto, and to any Person in possession of such Unit. The Master Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each calendar month unless some other due date is established by the Board. Any assessment obligation (including each installment of Regular Assessments or Special Assessments) shall become delinquent if not paid within ten (10) days after the due date thereof. There may accrue, at the Board's discretion, upon each delinquent Assessment obligation a late charge equal to ten percent (10%) of the delinquent Assessment obligation. In addition, any Assessment not paid when due shall bear interest at such annual rate as shall be set by the Board from time to time. Such interest shall commence on the date the Assessment becomes due and payable and shall accrue to and including the date that full payment is received by the Master Association. The right of the Board to charge interest shall be in addition to, and not in lieu of, any late charge or any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment. The Master Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Unit 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 Unit.

10.9. Estoppe Certificate. The Master Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the Person making such request a written statement stating whether or not, to the knowledge of the Master Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which any Assessments have been paid by the Owner, and certifying to such other matters as the Board deems reasonable. Any such certificate delivered pursuant to this Section 10.9 may be relied upon only by a prospective purchaser or Mortgagee of the Owner's Unit. Reliance on such certificate may not extend to any default as to which the signor had no actual knowledge. The Master Association shall have the right to charge a reasonable fee for the certification herein provided.



10.10. Property Exempt From Assessments. All Property that is owned or maintained by the Master Association or a Local Association, and all Property dedicated to and accepted by any governmental or quasi-governmental authority or public utility for public purposes, shall be exempt from paying Assessments. In addition, the Master Association may, in its discretion, grant exemptions from paying Assessments to (i) certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own and operate Property subject to this Master Declaration for purposes listed in said Section 501(c), and (ii) any Person who is not a party to this Master Declaration but who has consented to subject certain property owned by such Person to the jurisdiction of this Master Declaration so as to further the general purposes and intent of the Project Documents, and who has retained the right to withdraw such Person's property from the control of this Master Declaration; provided, however, that no such exemption from paying Assessments shall be granted by the Master Association if any residential or commercial Building is now or hereafter constructed or placed on the otherwise exempted property. Notwithstanding anything to the contrary in this Master Declaration or in any Supplemental Declaration, no Owner of any Property that is exempt from paying Assessments shall be a Member of the Master Association or any Local Association with respect to such exempt property.

ARTICLE 11– ENFORCEMENT OF ASSESSMENTS

11.1. Right to Enforce. The right to collect and enforce payment of the Assessments levied by the Master Association is vested in the Master Association. Each Owner of a Unit hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. 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 any of the terms and conditions of this Master Declaration or other rules and regulations, the Owner against whom such enforcement is sought shall pay reasonable attorney's fees and all other costs and fees in connection therewith.

11.2. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Unit to secure payment of any and all Assessments levied pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Master Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior to and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except for: (i) a valid real property tax lien imposed by the government and other government assessments or liens; (ii) a lien for all sums unpaid and secured by a First Mortgage duly recorded in Ada County, Idaho; and (iii) liens of mechanics and materialmen under Chapter 5 of Title 45 of the Idaho Code. All other lienholders acquiring liens on any Unit after recordation of this Master Declaration shall be inferior liens to the lien for Assessments in favor of the Master Association, whether or not consent is set forth in the instruments creating other such liens.

11.3. Enforcement. Upon the failure of an Owner to pay an Assessment, the lien for Assessments herein created may be enforced by the sale of such Owner's Unit by the Master Association, such sale to be conducted in the manner provided by law for the exercise of the



power of sale in deeds of trust or in any other manner elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses associated therewith, including all attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any Assessments against the Unit arising during the proceedings. The Master Association shall have the right to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, and otherwise use the Unit as the Owner thereof.

11.4. Non-Exclusive Remedy. The remedies set forth in this Article 11 or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Master Association may pursue all other remedies available at law or equity.

ARTICLE 12– RESOLUTION OF DISPUTES

12.1. Agreement To Avoid Litigation. Notwithstanding and except as provided otherwise in a separate written agreement between an Owner or a Declarant and Developer, or between an Owner or a Declarant and Harris Family Limited Partnership, and without waiving or releasing any other right, remedy or recourse contained in a separate written agreement entered into between an Owner or a Declarant and Developer, or between an Owner or a Declarant and Harris Family Limited Partnership, Developer, Declarants, the Master Association, its officers, directors, and committee members, all Persons subject to this Master Declaration or a Supplemental Declaration, all Local Associations, their officers, directors and committee members, and any Person not otherwise subject hereto who agrees to submit to this Section 12.1 (collectively, the "Bound Parties"), agree to encourage the amicable resolution of disputes within the Property between or among any of the Bound Parties without the emotional impact and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that the Claims described in Section 12.2 hereof shall be submitted to the procedures set forth in Section 12.3 hereof prior to filing suit in any court.

12.2. Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Project Documents, or the rights, obligations and duties of any Bound Party under the Project Documents (collectively, the "Claims") shall be subject to the provisions of Section 12.3 hereof.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 12.3 hereof:

- (i) any suit by the Harris Ranch Review Board or any associated design committee or design subcommittee hereafter established against any Bound Party to enforce such Bound Party's compliance with the Design Guidelines and Local Design Guidelines; and any such design approval body's decisions or directives with respect thereto;
- (ii) any suit by the Master Association (or any Local Association) against any Bound Party to enforce the obligation to pay any Assessment to the Master Association



(or any Local Association) under the Master Declaration, any Supplemental Declaration or any of the other Project Documents;

(iii) any suit by Developer or the Master Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo or enforce any provision of the Project Documents and preserve Developer's or the Master Association's ability to act under and enforce rules under any applicable covenants;

(iv) any suit between or among Owners, which does not include Developer or the Master Association or their owners, officers and directors as a party, if such suit asserts a claim which would constitute a cause of action independent of the Project Documents;

(v) any suit in which any indispensable party is not a Bound Party; and

(vi) any suit which otherwise would be barred by any applicable statute of limitations.

Provided, however, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.3 hereof.

12.3. Mandatory Procedures.

12.3.1. Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent being referred to herein individually as a "Party," or collectively as the "Parties") shall notify each Respondent in writing, stating plainly and concisely the following: the nature of the Claim, including the Persons involved and Respondent's role in the Claim; the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); Claimant's proposed remedy; and the fact that Claimant or an authorized representative of Claimant will meet with Respondent or an authorized representative of Respondent to discuss in good faith ways to resolve the Claim.

12.3.2. Negotiation and Mediation. The Parties shall take commercially reasonable efforts to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice described in Section 12.3.1 above, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Master Association or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in Ada County, Idaho. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear, either in person or through an authorized representative, for the mediation, Claimant shall be deemed to have waived the Claim. Any settlement of the Claim through mediation shall be documented in

writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such longer time as determined necessary by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

12.3.3. Legal Action Upon Termination. Upon Termination of Mediation, Claimant shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on the Claim. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges imposed by the mediator. If the Parties agree to resolution of any Claim through negotiation or mediation in accordance with this Section 12.3 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Section 12.3. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such non-complying Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

ARTICLE 13– INSPECTION OF MASTER ASSOCIATION'S BOOKS AND RECORDS

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

13.2. Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested pursuant to this Article 13.

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

ARTICLE 14– GENERAL PROVISIONS

14.1. Annexation of Other Properties.

14.1.1. Right of Developer to Annex Other Properties. Developer may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or the Master Association or any Local Association (other than the title holder of such additional real property), elect to bring additional real property (whether or not owned by Developer) within the jurisdiction of this Master Declaration (hereinafter “Annexed Property”); provided, however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Developer is not obligated in any manner by this Master Declaration to annex additional real property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Developer may decline to exercise the rights granted in this Article 14 or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or be included within the jurisdiction of this Master Declaration without the prior written approval of Developer.

14.1.2. Supplement for Annexed Property. The additions authorized by the provisions of this Article 14 shall be made by recording in the Ada County Recorder’s Office a supplement to this Master Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Master Declaration to the property to be annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Developer (hereinafter “Supplement for Annexed Property”). In addition, each Supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this Master Declaration. Upon recording any Supplement for Annexed Property, the provisions of this Master Declaration (except as modified, altered, limited or supplemented in the Supplement for Annexed Property) shall apply to such Annexed Property as if such Annexed Property had been part of the Property upon the effective date of this Master Declaration.

14.2. Right of Developer to Remove Properties. Developer may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or the Master Association or any Local Association, elect to remove any portion of the Property owned by Developer from the jurisdiction of this Master Declaration (hereinafter “De-Annexed Property”); provided, however, that the removal of any De-Annexed Property must be consistent with the general purposes and intent of the Project Documents. Such Property shall be considered De-Annexed Property upon a notice duly recorded in the Ada County Recorder’s Office, stating that such De-Annexed Property has been removed from the jurisdiction of this Master Declaration.

14.3. Assignment by Developer. Any or all rights, powers and reservations of Developer contained in this Master Declaration may be assigned to any other Person (including the Master Association) that contemporaneously agrees to assume the duties of Developer hereunder pertaining to the particular rights, powers and reservations assigned, and upon such Person evidencing its agreement in writing (in an instrument that is recorded in the Ada County

Recorder's Office) to accept such assignment and to assume and perform such duties, such Person shall have the same rights and powers and be subject to the same obligations and duties as are given to and undertaken by Developer herein.

14.4. Duration of Master Declaration.

14.4.1. Perpetual Duration. The easements created under this Master Declaration shall have perpetual duration, subject only to extinguishment by the holders of such easements as provided by law. Unless terminated in the manner provided in this Section 14.4, this Master Declaration shall have perpetual duration. If Idaho law ever limits the period during which covenants may run with the land, then to the extent consistent with such law, this Master Declaration shall automatically be extended at the expiration of such period for successive ten (10) year periods, unless terminated in the manner provided below in this Section 14.4.

14.4.2. Termination. Unless otherwise required by Idaho law, this Master Declaration may not, notwithstanding anything herein to the contrary, be terminated for so long as Developer owns any interest in any portion of the Property, except by a recorded instrument executed by Developer. Any such instrument shall set forth the intent to terminate this Master Declaration.

14.5. Amendment.

14.5.1. By Developer. Until the Class B Member Termination Date, the provisions of this Master Declaration may be amended, modified, clarified, supplemented, restated, added to or terminated (collectively, such actions shall be referred to as an "amendment") by a recorded instrument executed only by Developer setting forth such amendment. Further, this Master Declaration may be amended unilaterally, at any time by Developer, if Developer deems such amendment is necessary, in its discretion, to: (i) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on any portion of the property subject to this Master Declaration; (iii) permit any institutional or governmental lender, purchaser, guarantor or insurer of mortgage loans to make, purchase, guaranty or insure mortgage loans; or (iv) satisfy the requirements of any local, state or federal governmental agency. Notwithstanding the foregoing, there shall be no amendment to any terms of this Master Declaration that were required by the City as conditions of approval of the Project (specifically the use, control and maintenance of the Common Areas and open spaces; and the operation and maintenance of the public storm drainage facilities), without the prior written consent of the City.

14.5.2. By Owners. From and after the Class B Member Termination Date, any amendment of this Master Declaration shall be by an instrument in writing signed by the president and secretary of the Master Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners holding sixty-seven percent (67%) or more of the total voting power of the Master Association, except where a greater percentage is required by express provision in this Master Declaration. Such amendment shall be effective upon its recordation with the Ada County Recorder's Office.



14.5.3. Effect of Amendment. Any amendment of this Master Declaration approved in the manner specified in Section 14.5.1 or Section 14.5.2 shall be binding on and effective as to all Owners and their respective properties (and the Occupants thereof) 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, obligations and easements applicable to the Property but shall not, unless the Owner thereof votes for or consents to such amendment, prohibit or unreasonably interfere with the allowed uses of such Owner's property that existed prior to said amendment. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of any Mortgagee under any Mortgage upon any Unit made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage such Unit shall remain subject to this Master Declaration, including each such amendment. Moreover, each Mortgagee and Unit shall be subject to each unilateral amendment of this Master Declaration by Developer for the purposes described in Section 7.2, 7.3 or 14.5.1 hereof, even if Developer does not obtain the consent of any Mortgagee(s) to such amendment(s).

14.5.4. Amendment of Section 14.4 or 14.5. Notwithstanding any provision in this Master Declaration to the contrary, any amendment to Section 14.4 or this Section 14.5 shall require the vote or written consent of (i) Owners holding ninety-five percent (95%) or more of the total voting power of the Master Association, and (ii) Developer (until the Class B Member Termination Date).

14.6. Notices. Any notice, request, demand, claim, appeal or other communication permitted or required to be delivered hereunder shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States Mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Master Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Master Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Master Association.

14.7. Enforcement and Non-Waiver.

14.7.1. Right of Enforcement. Except as otherwise provided in this Master Declaration, any Owner (including a Declarant), the Master Association, a Local Association or Developer shall have the right to enforce any or all of the provisions hereof against any Unit within the Property and against the Owners thereof. This general right of enforcement shall be in addition to the enforcement rights contained in Article 11 hereof.

14.7.2. Violations and Nuisances. The failure of any Owner 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 any Owner (including a Declarant), the Master Association, a Local Association or Developer for recovery of damages or for negative or affirmative injunctive relief or both.



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

14.7.4. Remedies Cumulative. Each remedy provided in this Master Declaration is cumulative and not exclusive.

14.7.5. Non-Waiver. The failure to enforce any of the provisions in this Master Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

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

14.8.1. Restrictions Construed Together. All of the provisions of this Master Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property.

14.8.2. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 14.8.1, each of the provisions of this Master Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

14.8.3. Singular Includes Plural; Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

14.8.4. Captions. All captions and titles used in this Master Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

14.8.5. Successors and Assigns. All references herein to Developer, Declarant, Owners, Members, Master Association, Local Association or Person shall be construed to include all successors, assigns and authorized agents of such Developer, Declarant, Owners, Members, Master Association, Local Association or Person.

14.9. Exhibits. The exhibits attached to this Master Declaration are hereby incorporated into the text of this Master Declaration and made a part hereof by this reference.

14.10. Consents Required. Any agreements, approvals or consents required or contemplated herein must be in writing and executed by the Person whose consent, approval or agreement is required. In no event shall an Owner's required consent or approval be unreasonably withheld, conditioned or delayed. In the event the consent or approval of the



Master Association is required for any activity, Improvement or otherwise, in addition to any Owner's approval or consent, the consent or approval of the Master Association shall establish a rebuttable presumption that an Owner's refusal to provide (or the imposition of conditions or delays in providing) the required consent or approval is unreasonable. The second and third sentences of this Section 14.10 shall not be applicable to Developer.

14.11. Use of Trademark. Each Owner hereby, and by acceptance of a deed for such Owner's Unit, shall be deemed to acknowledge that "Harris Ranch" is a service mark and/or trademark of Harris Family Limited Partnership or its licensees, and to covenant that such Owner shall not use the term "Harris Ranch" without the prior written permission of Harris Family Limited Partnership or its licensees. Permission is hereby granted to any builder of building Improvements on the Property to use "Harris Ranch" in its marketing materials to designate the location of the building Improvements constructed by the builder, such as "ABC Builder at Harris Ranch."

14.12. Owners' Acknowledgments. The following acknowledgments identify additional information currently known by Developer about the Project that each Owner should consider when purchasing a Unit in the Project. Each Owner hereby, and by accepting a deed to any Unit, acknowledges and agrees to the following:

14.12.1. No Minerals or Water Rights Transferred with Unit. Each Owner acknowledges that Developer and Harris Family Limited Partnership hereby reserve unto themselves (or, alternatively, this provision shall constitute a reconveyance by each Declarant to Developer or to Harris Family Limited Partnership, as the case may be, of) any and all Minerals and mineral rights and water rights appurtenant to, or otherwise associated with, each portion of the Property and, accordingly, except for Developers obligation to supply irrigation water to the Property and Units as set forth in section 4.26, no other Person shall have any right, title or interest in or to any of such Minerals or mineral rights or water rights.

14.12.2. Phased Development. Each Owner acknowledges that the development of the Project will be phased over time and construction activities will be present on the Property throughout the development process. Each Owner recognizes that the development of the Property and creation of construction phases may change from time to time in Developer's discretion, and no Owner shall object to, interfere with, or otherwise impede, the development of any remaining portion of the Property or Project, or any additional property annexed to the Property, and that this acknowledgment and agreement is a material consideration to Developer.

14.12.3. Uses Within Property. The Project is a mixed use commercial and residential development. Developer has the right to develop the Property in accordance with existing development approvals obtained from the City, as such approvals may be amended or changed from time to time. Developer makes no guaranties, representations or warranties as to the types of businesses that may be located on the Property from time to time or the times of operation of such businesses.

JAH

14.12.4. Wetlands. Certain areas within the Property are considered wetlands under the jurisdiction of the Boise River System Ordinance and other laws. No Owner shall be permitted to fill, dig, dredge or otherwise interfere with any such area.

14.12.5. Conservation Easement Areas, Wetlands Mitigation Easement Areas and Flood Plains. Certain areas on the Property or in the general vicinity of the Property have been designated by Developer (or by Harris Family Limited Partnership) as conservation easement areas and wetlands mitigation easement areas to be operated, maintained and/or managed for the benefits that will accrue to the Property and its Owners (and for the benefits that will accrue to the general public, as the case may be), and such conservation easement areas and wetlands mitigation easement areas are hereby deemed to be Maintenance Property. Certain portions of the Property could also be located within a flood plain as determined by appropriate governmental authorities.

14.12.6. Wildlife Mitigation Plan. Developer (or Harris Family Limited Partnership) has, in connection with obtaining governmental approvals for the development of the Property, entered into a wildlife mitigation plan(s) with respect to the Property, and there are ongoing costs and expenses associated with complying with the terms of such plan(s). Notwithstanding anything herein to the contrary, such ongoing costs and expenses shall be paid by the Master Association or reimbursed to Developer (or to Harris Family Limited Partnership, as the case may be) by the Master Association and shall be costs and expenses that the Master Association shall be entitled to recover from the Owners by virtue of levying Regular Assessments upon the Owners. When each Unit is sold for the first time after a Building has been constructed thereon, the seller of the Unit shall, at closing, collect from the purchasing Owner and pay over to the Master Association the sum of \$300.00 per Unit, which sum shall be used to pay the costs of implementing the wildlife mitigation plan(s). \$200.00 of the \$300.00 sum collected and paid over to the Master Association at closing shall be refunded by the Master Association to the purchasing Owner after the Owner's participation in two (2) conservation activities approved in writing by the Master Association.

14.12.7. Pathways. The Property will contain certain pathways that are accessible by the general public. Each Owner acknowledges that members of the public as well as the Owners may use the pathways and that Developer, the Master Association and the Local Associations will have access thereto to maintain, operate and repair the pathways. The pathways serving the Property and located along Warm Springs Avenue and other public roadways may be located within the public right-of-way governed by ACHD, in which event these pathways would be subject to rules and regulations imposed by ACHD, and each Owner agrees to comply with said rules and regulations.

14.12.8. Greenbelt. The Ada County greenbelt running through portions of the Property is subject to the rules and regulations of (and is under the jurisdiction and control of) Ada County, Idaho, and each Owner agrees to comply with said rules and regulations.

14.12.9. Due Diligence; Acceptance of Units "As Is". Each Owner acknowledges that the information contained in the Project Documents is not a complete or



exhaustive collection of information about the Project or any Unit within the Property. Each prospective Owner must conduct a full and complete due diligence analysis of the Project and any Unit therein to such prospective Owner's satisfaction. Unless specifically set forth in a written agreement signed by Owner and Developer, Owner has accepted title to the Unit(s) after conducting all necessary inquiries and due diligence analysis, and Owner takes the Unit(s) "As Is, Where Is."

14.12.10. No Representations or Warranties. Each Owner acknowledges that no representations or warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document exist between Developer and an Owner.

Each Owner understands that the acknowledgments in this Section 14.12 may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Unit since Developer cannot control events occurring after the date of this Master Declaration and may not be aware of certain issues existing at this time, including future development requirements of governmental or municipal organizations claiming jurisdiction over the Project, or how such requirements may impact the future development plans of the Project.

14.13. Injunctive Relief. In the event of any violation or threatened violation by any Person of any of the Restrictions contained in this Master Declaration, any or all of the Owners (including Declarants), the Master Association, a Local Association or Developer shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Master Declaration or provided by law or equity.

14.14. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Master Declaration shall be strictly limited to and for the purposes herein expressed.

14.15. Breach Shall Not Permit Termination. No breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith for value, but this Master Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

14.16. Default. A Person shall be deemed to be in default of this Master Declaration only upon the expiration of thirty (30) days (seven [7] days in the event of failure to pay money) from receipt of written notice from any Owner (including a Declarant), the Master Association, a Local Association or Developer specifying the particulars in which such Person has failed to perform the obligations of this Master Declaration unless such Person prior to the expiration of said thirty (30) days (seven [7] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such Person shall not be deemed to be in



default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

14.17. Attorneys' Fees. In the event any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

14.18. Construction – Interpretation. The provisions of this Master Declaration shall be construed and interpreted as a whole and not strictly for or against any Person, including Developer. Unless the context clearly indicates otherwise, a reference in this Master Declaration to the term "hereof" or "hereunder" shall mean and refer to this Master Declaration as a whole.

14.19. Recordation. This Master Declaration shall be recorded in the official records of Ada County, Idaho.

End of Text



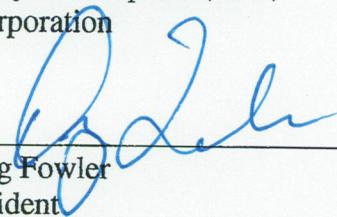
IN WITNESS WHEREOF, the undersigned have executed this Master Declaration as of the date first written above.

Declarants:

Barber Valley Development, Inc.,
an Idaho corporation

By:

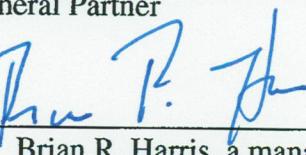
Doug Fowler
Its: President



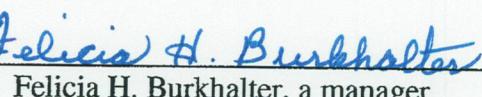
Harris Family Limited Partnership,
an Idaho limited partnership

By: Harris Management, LLC,
an Idaho limited liability company,
its General Partner

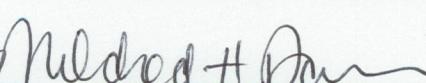
By:


Brian R. Harris, a manager

By:


Felicia H. Burkhalter, a manager

By:


Mildred H. Davis, a manager

BHH Harris, LLC,
an Idaho limited liability company

By:

Its:

IN WITNESS WHEREOF, the undersigned have executed this Master Declaration as of the date first written above.

Declarants:

Barber Valley Development, Inc.,
an Idaho corporation

By: _____
Its: Doug Fowler
President

Harris Family Limited Partnership,
an Idaho limited partnership

By: Harris Management, LLC,
an Idaho limited liability company,
its General Partner

By: _____
Brian R. Harris, a manager

By: _____
Felicia H. Burkhalter, a manager

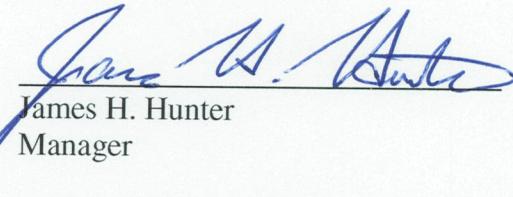
By: _____
Mildred H. Davis, a manager

BHH Harris, LLC,
an Idaho limited liability company

By: _____
Its: James H. Hunter
Manager

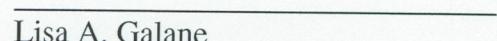
Woodside Harris, LLC,
an Idaho limited liability company

By:


James H. Hunter
Manager

Mountain West Entrust IRA, Inc.,
an Idaho corporation, dba
Mountain West Entrust IRA
fbo Brian E. Hoffman IRA

By:


Lisa A. Galane
Its: President

Mountain West Entrust IRA, Inc.,
an Idaho corporation, dba
Mountain West Entrust IRA
fbo Lynn G. Hoffman IRA

By:


Lisa A. Galane
Its: President


Dallas Harris, LLC
an Idaho limited liability company

*Read and
Approved
L.H.
10/6/10*

*Read AND Approved.
B.E.H.
10/6/10*

Woodside Harris, LLC,
an Idaho limited liability company

By: _____
Its: Manager

Mountain West Entrust IRA, Inc.,
an Idaho corporation, dba
Mountain West Entrust IRA
fbo Brian E. Hoffman IRA

By: Lisa Galane
Its: President

Mountain West Entrust IRA, Inc.,
an Idaho corporation, dba
Mountain West Entrust IRA
fbo Lynn G. Hoffman IRA

By: Lisa Galane
Its: President

MOUNTAIN WEST ENTRUST IRA
BY: LISA GALANE
ITS: AUTHORIZED SIGNER

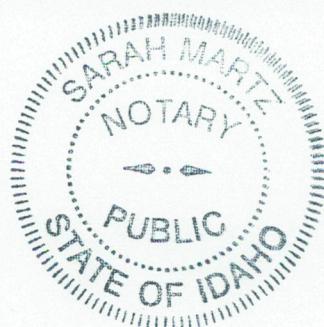
MOUNTAIN WEST ENTRUST IRA
BY: LISA GALANE
ITS: AUTHORIZED SIGNER

State of Idaho)
) ss.
County of Ada)

On this 29 day of September, in the year of 2010, before me,
Sarah Martz, a Notary Public in and for said State, personally appeared
Doug Fowler, known or identified to me (or proved to me on the oath of _____) to be
the president of Barber Valley Development, Inc., the corporation that executed the within
instrument or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same.

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

S
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Sarah Martz
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on November 10, 2011

State of Idaho)
) ss.
County of Ada)

On this 1 day of October, in the year of 2010, before me,
Sarah Martz, a Notary Public in and for said State, personally appeared
Brian R. Harris, known or identified to me (or proved to me on the oath of _____) to be a manager of Harris Management, LLC, an Idaho limited liability company, which is the general partner of Harris Family Limited Partnership, an Idaho limited partnership, which subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same in said limited partnership name.

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

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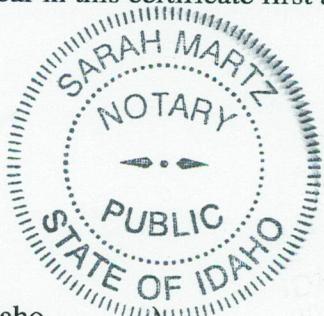
Sarah Martz
Notary Public for Idaho
Residing at Boise, ID
My commission expires on November 10, 2011

State of Idaho)
) ss.
County of Ada)

On this 1 day of October, in the year of 2010, before me,
Sarah Martz, a Notary Public in and for said State, personally appeared
Felicia H. Burkhalter, known or identified to me (or proved to me on the oath of
_____) to be a manager of Harris Management, LLC, an Idaho limited liability
company, which is the general partner of Harris Family Limited Partnership, an Idaho limited
partnership, which subscribed said limited partnership name to the foregoing instrument, and
acknowledged to me that she executed the within instrument on behalf of said limited liability
company, and that such limited liability company executed the same in said limited partnership
name.

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

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State of Idaho)
) ss.
County of Ada)

Sarah Martz
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on November 10, 2011

On this 1 day of October, in the year of 2010, before me,
Sarah Martz, a Notary Public in and for said State, personally appeared
Mildred H. Davis, known or identified to me (or proved to me on the oath of _____)
to be a manager of Harris Management, LLC, an Idaho limited liability company, which is the
general partner of Harris Family Limited Partnership, an Idaho limited partnership, which
subscribed said limited partnership name to the foregoing instrument, and acknowledged to me
that she executed the within instrument on behalf of said limited liability company, and that such
limited liability company executed the same in said limited partnership name.

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

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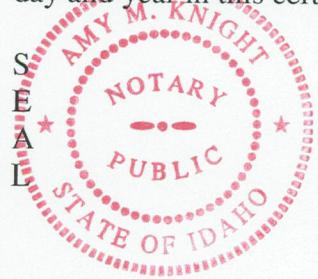
Sarah Martz
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on November 10, 2011

JMM

State of Idaho)
) ss.
County of Ada)

On this 29th day of September, in the year of 2010, before me,
Amy M KNIGHT, a Notary Public in and for said State, personally appeared
James H. Hunter, known or identified to me (or proved to me on the oath of _____) to
be the manager of BHH Harris, LLC, the limited liability company that executed the within
instrument or the person who executed the instrument on behalf of said limited liability
company, and acknowledged to me that such limited liability company executed the same.

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

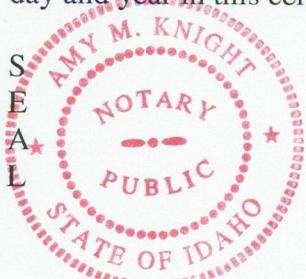


Amy M. Knight
Notary Public for Idaho
Residing at Nampa ID
My commission expires on 07-14-11

State of Idaho)
) ss.
County of Ada)

On this 29th day of September, in the year of 2010, before me,
Amy M KNIGHT, a Notary Public in and for said State, personally appeared
James H. Hunter, known or identified to me (or proved to me on the oath of _____) to
be the manager of Woodside Harris, LLC, the limited liability company that executed the within
instrument or the person who executed the instrument on behalf of said limited liability
company, and acknowledged to me that such limited liability company executed the same.

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



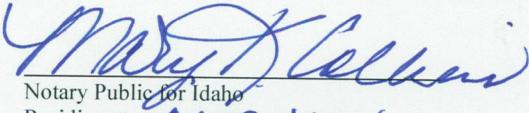
Amy M. Knight
Notary Public for Idaho
Residing at Nampa ID
My commission expires on 07-14-11

State of Idaho)
) ss.
County of Ada)

On this 7th day of OCTOBER, in the year of 2010, before me,
Mary K. Collins, a Notary Public in and for said State, personally appeared Lisa
A. Galane, known or identified to me (or proved to me on the oath of _____) to be the
president of Mountain West Entrust IRA, Inc., dba Mountain West Entrust IRA fbo Brian E.
Hoffman IRA, the corporation that executed the within instrument or the person who executed
the instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.

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

S
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Notary Public for Idaho
Residing at Meridian
My commission expires on 9/3/2016

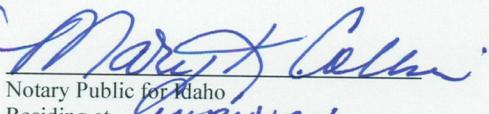


State of Idaho)
) ss.
County of Ada)

On this 7th day of OCTOBER, in the year of 2010, before me,
Mary K. Collins, a Notary Public in and for said State, personally appeared Lisa
A. Galane, known or identified to me (or proved to me on the oath of _____) to be the
president of Mountain West Entrust IRA, Inc., dba Mountain West Entrust IRA fbo Lynn G.
Hoffman IRA, the corporation that executed the within instrument or the person who executed
the instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.

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

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Notary Public for Idaho
Residing at Meridian
My commission expires on 9/3/2016

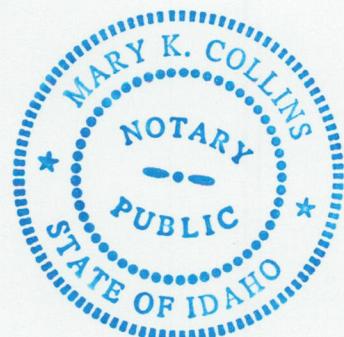


EXHIBIT A

Legal Description of Property

Those areas of land situated in Sections 17, 19, 20, 21, 28, 29, and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

AREA A

A parcel of land situated in the west half of Sections 17, 20 and 29, in the south half of Section 19, and in the north half of Section 30, more particularly described as:

BEGINNING at the quarter corner common to Sections 19 and 20; thence, along the west line of said Section 20,

N.01°01'33"W., 2627.52 feet to the northwest corner of said Section 20; thence, along the west line of said Section 17,

N.00°22'38"E., 2627.33 feet to the west quarter corner of said section; thence, continuing along said westerly line,

N.00°10'00"W., 1313.68 feet to the north 1/16th corner common to Sections 17 and 18; thence,

S.89°38'04"E., 1320.40 feet to the northwest 1/16th corner of said Section 17; thence, S.00°06'02"E., 1316.02 feet to the center west 1/16th corner thereof; thence,

S.89°31'29"E., 657.37 feet to the center west east 1/64th corner; thence,

S.00°01'41"W., 1313.14 feet to the center southwest east 1/16th corner; thence,

S.89°32'16"E., 662.82 feet to the center south 1/16th corner of said section; thence,

S.00°01'40"E., 1312.88 feet to the quarter corner common to said Sections 17 and 20; thence, along the north line of said Section 20,

N.89°33'49"W., 664.10 feet to the west east 1/64th corner common to said sections; thence, along the west line of the east 1/2 of the east 1/2 of the west 1/2 of said Section 20.

S.00°27'42"E., 5270.39 feet to the west east 1/64th corner common to said Sections 20 and 29; thence, along the west line of the east 1/2 of the east 1/2 of the west 1/2 of said Section 29,

S.00°26'29"W., 4560.80 feet to the northeast bank of the Boise River as shown on Record of Survey No. 1053, 3909, and 7188, Ada County records, thence, along said northeasterly bank through the following courses:

N.85°00'10"W., 290.65 feet; thence,

N.73°30'40"W., 157.48 feet; thence,

N.56°57'50"W., 178.96 feet; thence,

N.47°21'15"W., 190.62 feet; thence,

N.36°38'05"W., 400.82 feet; thence,

N.32°16'03"W., 171.01 feet; thence,

N.27°50'38"W., 88.54 feet; thence,

N.33°09'57"W., 207.74 feet; thence,

N.43°19'22"W., 86.24 feet; thence,

N.28°28'00"W., 50.35 feet; thence,

N.26°16'29"E., 26.61 feet; thence,

N.11°01'36"W., 126.73 feet; thence,

JBD

N. $26^{\circ}42'22''$ W., 143.78 feet; thence,
N. $51^{\circ}23'40''$ W., 298.34 feet; thence,
N. $29^{\circ}51'00''$ W., 319.07 feet; thence,
N. $15^{\circ}22'23''$ W., 109.33 feet; thence,
N. $13^{\circ}31'39''$ E., 93.53 feet; thence,
N. $05^{\circ}06'39''$ E., 237.01 feet; thence,
N. $15^{\circ}09'13''$ W., 177.42 feet; thence,
N. $80^{\circ}09'11''$ W., 70.03 feet; thence,
N. $47^{\circ}01'28''$ W., 349.12 feet; thence,
N. $54^{\circ}21'53''$ W., 71.40 feet; thence,
N. $55^{\circ}32'34''$ W., 367.84 feet; thence,
N. $75^{\circ}17'00''$ W., 132.39 feet; thence,
N. $69^{\circ}08'03''$ W., 92.50 feet; thence,
N. $82^{\circ}45'14''$ W., 59.49 feet; thence,
N. $49^{\circ}01'03''$ W., 9.15 feet; thence,
N. $68^{\circ}06'35''$ W., 318.09 feet; thence,
S. $86^{\circ}16'24''$ W., 455.09 feet; thence,
S. $62^{\circ}39'43''$ W., 782.92 feet; thence,
N. $86^{\circ}12'43''$ W., 166.87 feet; thence,
N. $75^{\circ}56'19''$ W., 124.97 feet; thence,
N. $51^{\circ}21'08''$ W., 88.59 feet; thence,
N. $24^{\circ}08'15''$ W., 240.04 feet; thence,
N. $05^{\circ}13'50''$ E., 381.58 feet; thence,
N. $32^{\circ}27'01''$ W., 193.50 feet; thence,
N. $13^{\circ}13'04''$ W., 207.28 feet; thence,
N. $33^{\circ}50'52''$ W., 240.13 feet; thence,
N. $20^{\circ}12'44''$ W., 316.77 feet; thence,
N. $40^{\circ}16'08''$ W., 206.20 feet; thence,
N. $57^{\circ}22'28''$ W., 400.74 feet; thence,
N. $79^{\circ}33'14''$ W., 285.40 feet; thence,
N. $73^{\circ}58'13''$ W., 467.90 feet; thence,
N. $58^{\circ}33'50''$ W., 222.24 feet; thence,
N. $41^{\circ}09'58''$ W., 367.24 feet; thence,
N. $12^{\circ}22'03''$ W., 264.03 feet; thence, leaving said Boise River northeasterly bank,
along the westerly lines of said Record of Survey No. 1053 and 7188 through the
following courses:
N. $40^{\circ}58'01''$ E., 540.81 feet; thence,
S. $89^{\circ}27'12''$ E., 78.51 feet; thence,
N. $14^{\circ}12'12''$ E., 119.56 feet more or less to a non-tangent point on a curve on the
northerly right-of-way line of E. Warm Springs Avenue; thence, along said
northeasterly line,
Southeasterly along said curve to the left having a radius of 1392.50 feet, an arc
length of 579.99 feet, through a central angle of $23^{\circ}51'51''$, and a chord bearing and
distance of S. $85^{\circ}49'11''$ E., 575.81 feet; thence, non-tangent from said curve,
N. $74^{\circ}43'59''$ E., 213.38 feet to a point on the northerly right-of-way line of E. Barber
Dr.; thence, along said northerly line through the following courses:

JMK

Northeasterly along a curve to the left having radius of 675.00 feet, an arc length of 194.65 feet, through a central angle of $16^{\circ}31'22''$, and a chord bearing and distance of N. $66^{\circ}28'19''$ E., 193.98 feet; thence, tangent from said curve,
N. $58^{\circ}12'39''$ E., 62.14 feet to the beginning of a tangent curve; thence,
Northeasterly along a curve to the right having a radius of 1025.00 feet, an arc length of 74.47 feet, through a central angle of $04^{\circ}09'46''$, and a chord bearing and distance of N. $60^{\circ}17'31''$ E., 74.45 feet; thence, tangent from said curve,
N. $62^{\circ}22'25''$ E., 174.60 feet to the beginning of a tangent curve.; thence,
Northeasterly along said curve to the right having a radius of 725.00 feet, an arc length of 172.38 feet, through a central angle of $13^{\circ}37'22''$, and a chord bearing and distance of N. $69^{\circ}11'05''$ E., 171.97 feet; thence, tangent from said curve,
N. $75^{\circ}59'35''$ E., 60.61 feet to the beginning of a tangent curve; thence,
Northeasterly along said curve to the right having a radius of 1625.00 feet, an arc length of 207.36 feet, through a central angle of $07^{\circ}18'41''$, and a chord bearing and distance of N. $79^{\circ}39'07''$ E., 207.22 feet to a point on the easterly line of Government Lot 4 of said Section 19; thence, leaving said northerly line, along said easterly line,
S. $00^{\circ}00'59''$ W., 451.86 feet to the southwest corner of the northwest quarter of the southeast quarter of said section; thence, along the southerly line of said northwest quarter of the southeast quarter of Section 19,
S. $88^{\circ}33'26''$ E., 1322.61 feet to the southeast corner of the southeast quarter of the southeast quarter of said section; thence, along the easterly line of the northwest quarter of the southeast quarter of said Section 19,
N. $00^{\circ}04'04''$ E., 638.29 feet to a point on the above-described northerly right-of-way line of E. Barber Dr.; thence, along said northerly line,
N. $83^{\circ}21'41''$ E., 1332.09 feet to a point on the easterly line of said Section 19; thence, along said easterly line,
N. $00^{\circ}07'16''$ E., 496.58 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM

Two parcels of land situated in the southwest quarter of said Section 20, said parcels being Parcels A and B as shown on Record of Survey No. 1357, Ada County Records, more particularly described as follows:

PARCEL "A"

COMMENCING at the quarter corner common to said Sections 19 and 20, from which point the northwest corner of said Section 20 bears N. $01^{\circ}01'33''$ W., 2627.52 feet; thence,

S. $50^{\circ}25'59''$ E., 1419.97 feet to the most northerly corner of said Parcel A as shown on said survey and the POINT OF BEGINNING; thence, along the exterior boundary of said Parcel A through the following courses:

S. $59^{\circ}18'24''$ E., 254.58 feet; thence,

S. $30^{\circ}45'14''$ W., 171.11 to a point hereinafter referred to as Point "A"; thence, continuing along said boundary,

N. $59^{\circ}18'24''$ W., 254.58 feet; thence,

N. $30^{\circ}45'01''$ E., 171.11 feet to the POINT OF BEGINNING.

SAID PARCEL "A" containing 1.00 acre.



PARCEL "B"

COMMENCING at the above-described Point A; thence,

S.11°40'12"W., 307.11 feet to the most easterly corner of said Parcel "B" and the POINT OF BEGINNING; thence, along the exterior of said Parcel "B" through the following courses:

S.10°37'46"W., 290.68 feet; thence,
N.79°22'14"W., 160.34 feet; thence,
N.10°37'46"E., 197.01 feet; thence,
N.45°25'16"E., 114.06 feet; thence,
S.79°22'14"E., 95.26 feet to the POINT OF BEGINNING.

SAID PARCEL "B" containing 1.00 acre.

ALSO EXCEPTING THEREFROM

A parcel of land situated in the southeast quarter of the northwest quarter of Section 29, being that certain 1.46 acre parcel of land as shown on Record of Survey No. 6825, Ada County records, more particularly described as follows:

COMMENCING at the northwest quarter of said section, from which corner, the north quarter corner of said section bears S.89°35'34"E., 2657.71 feet; thence, along the north line of said section,

S.89°35'34"E., 1993.28 feet to a point on the west line of an Idaho Power Corridor as described in Instrument No. 420137, Ada County records; thence, along said westerly line,
S.00°25'53"W., 1834.35 feet to the POINT OF BEGINNING; thence, continuing,
S.00°25'53"W., 144.97 feet; thence,
S.49°29'24"W., 165.00 feet; thence,
N.40°30'36"W., 265.00 feet; thence,
N.49°29'24"E., 260.00 feet; thence,
S.40°30'36"E., 155.49 feet to the POINT OF BEGINNING.

SAID PARCEL containing 1.46 acres, more or less.

ALSO EXCEPTING THEREFROM

A parcel of land situated in the southeast quarter of the southeast quarter of said Section 19 and in the northeast quarter of the northeast quarter of said Section 30, being the two parcels of land as shown on Record of Survey No. 752, Ada County records, more particularly described as a whole as follows:

COMMENCING at the Section Corner common to said Sections 19, 20, 29, and 30 as shown on said survey, from which point the quarter corner common to said Sections 19 and 30 bears, N.89°04'58"W., 1321.37; thence, along the south line of said Section 19,

N.89°04'58"W., 301.06 feet to a point on the centerline of Union Pacific Railroad, Barber Spur; thence, along said centerline,
N.64°28'00"W., 301.74 feet; thence, perpendicular to said centerline,
S.25°32'00"W., 50.00 feet to the POINT OF BEGINNING; thence, continuing,
S.25°32'00"W., 450.00 feet; thence,
N.64°28'00"W., 449.00 feet to a point on the easterly line of Wise Way; thence, along said easterly line,
N.25°32'00"E., 450.00 feet to a point hereinafter referred to as Point "B"; thence,
S.64°28'00"E., 449.00 feet to the POINT OF BEGINNING.

J. Bell

SAID PARCELS containing 4.64 acres, more or less.

ALSO EXCEPTING THEREFROM

A parcel of land situated in the southeast quarter of the southeast quarter of said Section 19, said parcel being that certain 1.00 acre parcel of land as shown on Record of Survey No. 740, Ada County records, more particularly described as follows:

COMMENCING at the above-described Point "B"; thence,

N. $64^{\circ}28'00''$ W., 60.00 feet to the most northerly corner of said parcel on the westerly line of Wise Way, and the POINT OF BEGINNING; thence, along the exterior of said parcel through the following courses:

S. $25^{\circ}32'00''$ W., 256.00 feet; thence,

N. $64^{\circ}28'00''$ W., 170.16 feet; thence,

N. $25^{\circ}32'00''$ E., 256.00 feet; thence,

S. $64^{\circ}28'00''$ E., 170.16 feet to the POINT OF BEGINNING.

SAID PARCEL containing 1.00 acre.

ALSO EXCEPTING THEREFROM

A parcel of land situated in the south half of said Section 19, and in the north half of said Section 30 as described in Warranty Deed Instrument No. 105177088 and Gift Deed Instrument No. 106030880, described as a whole as follows:

COMMENCING at the quarter section corner common to said Sections 20 and 29; thence, along the section line common to said sections,

N. $89^{\circ}34'27''$ W., 2657.52 feet to the section corner common to Sections 19, 20, 29 and 30; thence,

N. $70^{\circ}28'07''$ W., 1621.54 feet to the northeast most corner of that parcel of land as shown on Record of Survey No. 1053, of Ada County Records, said point being on the southerly boundary line of that property owned by Ada County, (formerly the Oregon Short Line Railroad Property), said point also being the POINT OF BEGINNING; thence, leaving said southerly boundary line, along the easterly boundary line of said Record of Survey No. 1053,

S. $25^{\circ}22'28''$ W., 741.38 feet; thence, leaving said easterly boundary line,

S. $82^{\circ}34'44''$ E., 49.70 feet; thence,

S. $44^{\circ}43'59''$ E., 166.73 feet; thence,

S. $37^{\circ}09'59''$ E., 326.62 feet; thence,

S. $39^{\circ}35'06''$ E., 263.13 feet; thence,

S. $53^{\circ}23'36''$ E., 166.87 feet; thence,

S. $32^{\circ}14'51''$ E., 265.87 feet; thence,

S. $25^{\circ}40'01''$ E., 547.31 feet to a point on the northeasterly bank of the Boise River as shown on Record of Survey No. 1053, 3909, and 7188, Ada County records; thence, along said northeasterly bank and exterior boundary line of said parcel of land as shown on Record of Survey No. 1053 through the following courses:

N. $68^{\circ}31'24''$ W., 317.37 feet; thence,

S. $85^{\circ}51'30''$ W., 455.06 feet; thence,

S. $62^{\circ}14'49''$ W., 782.92 feet; thence,

N. $86^{\circ}37'37''$ W., 166.87 feet; thence,

N. $76^{\circ}21'13''$ W., 124.97 feet; thence,

N. $51^{\circ}46'02''$ W., 88.59 feet; thence,

JRA

N.24°33'09"W., 240.04 feet; thence,
N.04°48'56"E., 381.58 feet; thence,
N.32°51'55"W., 193.50 feet; thence,
N.13°37'58"W., 207.28 feet; thence,
N.34°15'46"W., 240.13 feet; thence,
N.20°37'38"W., 316.77 feet; thence,
N.40°41'02"W., 206.20 feet; thence,
N.57°47'22"W., 400.74 feet; thence,
N.79°58'08"W., 285.40 feet; thence,
N.74°23'07"W., 467.90 feet; thence,
N.58°58'44"W., 222.24 feet; thence,
N.41°34'52"W., 363.70 feet to a point on the northeasterly bank of the Boise River,
said point being within the right-of-way of a future Ada County Highway District
road; thence along said northeasterly bank of the Boise River,
N.12°46'57"W., 264.99 feet to the southeast corner of that parcel of land described in
Deed Instrument No. 8365880, Ada County records; thence, leaving said
northeasterly bank of the Boise River, along the easterly boundary line of said parcel
of land,
N.40°33'07"E., 540.81 feet; thence,
S.89°52'06"E., 78.51 feet to a point in the bottom of a diversion channel; thence,
N.13°47'18"E., 15.70 feet to a point on a curve on the southerly boundary line of that
property owned by Ada County, (formerly the Oregon Short Line Railroad Property),
as shown on said Record of Survey No. 1053; thence, along the southerly boundary
line of said property owned by Ada County through the following courses:
Southeasterly along said curve to the left having a radius of 1194.30 feet, an arc
length of 301.71 feet, through a central angle of 14°28'27", and a chord bearing and
distance of S.85°18'38"E., 300.90 feet; thence,
S.24°40'24"E., 55.90 feet; thence,
S.88°06'30"E., 763.51 feet to a point within the right-of-way of a future Ada County
Highway District road, said point being a point on a non-tangent curve on the
southerly boundary line of that property owned by Ada County, (formerly the Oregon
Short Line Railroad Property), as shown on said Record of Survey No. 1053; thence,
Southeasterly along said curve to the right having a radius of 1548.53 feet, an arc
length of 467.84 feet, through a central angle of 17°01'40", and a chord bearing and
distance of S.76°28'16"E., 466.07 feet; thence,
S.66°50'00"E., 135.00 feet; thence,
S.64°16'30"E., 1264.69 feet to the POINT OF BEGINNING.

SAID PARCELS containing 128.96 acres, more or less.

ALSO EXCEPTING THEREFROM

South 1/2 of the Southwest 1/4 of Section 17, Township 3 North, Range 3 East, Boise Meridian,
Ada County, Idaho.

SAID PARCEL containing 80 acres, more or less.

SAID AREA A containing 645 acres, more or less.

JH

AREA B

A parcel of land being the northwest quarter of the northwest quarter of Section 21, together with portions of the east half of Section 20, the northwest quarter of Section 28 and the northeast quarter of section 29 more particularly described as follows:

BEGINNING at the quarter corner common to said Sections 17 and 20; thence, along the south line of said Section 17,

N. $89^{\circ}35'31''$ E., 2651.31 feet to the northeast corner of said Section 20; thence, along the north line of said Section 21,

N. $90^{\circ}00'00''$ E., 1329.13 feet to the west 1/16th corner common to Sections 16 and 21; thence,

S. $00^{\circ}11'23''$ E., 1329.29 feet to the northwest 1/16th corner of said Section 21; thence, S. $89^{\circ}55'05''$ W., 1325.04 feet to the north 1/16th corner common to Sections 20 and 21; thence, along the east line of said Section 20,

S. $00^{\circ}21'56''$ E., 3993.64 feet to the southeast corner thereof; thence, along the north line of said Section 28,

N. $89^{\circ}20'12''$ E., 2625.66 feet to the quarter corner common to said Sections 21 and 28; thence,

S. $00^{\circ}07'52''$ W., 2662.51 feet to the center quarter corner of said section 28; thence, N. $89^{\circ}34'45''$ W., 1307.93 feet to the west 1/16 corner thereof, said point being the southerly prolongation of the easterly line of Triplett Subdivision recorded in Book 99 of Plats at Pages 11491 – 11493, Ada County records; thence, along said prolongation and easterly line,

N. $00^{\circ}01'37''$ E., 883.91 feet to an angle point thereon; thence, along the northeasterly line of said subdivision,

N. $51^{\circ}10'52''$ W., 1346.18 feet to the intersection with the southeasterly line of Record of Survey No. 5911, (Old Water Reservoir Parcel), Ada County records; thence, along the exterior boundary of said survey through the following courses:

N. $39^{\circ}00'38''$ E., 334.33 feet; thence,

N. $50^{\circ}59'22''$ W., 71.00 feet; thence,

N. $39^{\circ}00'38''$ E., 110.00 feet; thence,

N. $50^{\circ}59'22''$ W., 125.00 feet; thence,

S. $39^{\circ}00'38''$ W., 544.00 feet; thence,

S. $53^{\circ}51'17''$ E., 60.54 feet to the intersection with the northwesterly line of said Triplett Subdivision; thence, along said northwesterly line,

S. $38^{\circ}50'43''$ W., 168.73 feet to the most westerly corner thereof, said point also being the northwest corner of Lot 1, Block 1 of Barberton Subdivision No. 1; thence,

N. $51^{\circ}13'33''$ W., 55.32 feet more or less to a point on the southeasterly line of Parcel "B" as shown on Property Line Adjustment Record of Survey No. 6244, Ada County records; thence, along the southeasterly line of said parcel through the following courses:

N. $41^{\circ}14'36''$ E., 57.93 feet to the beginning of a tangent curve; thence,

Northeasterly along said curve to the left having a radius of 115.00 feet, an arc length of 85.98 feet, through a central angle of $42^{\circ}50'12''$, and a chord bearing and distance of N. $17^{\circ}21'21''$ E., 83.99 feet thence, tangent from said curve,

N. $04^{\circ}03'44''$ W., 193.62 feet to the beginning of a tangent curve; thence,

[Signature]

Northeasterly along said curve to the right having a radius of 205.00 feet, an arc length of 175.26 feet, through a central angle of $48^{\circ}59'00''$, and a chord bearing and distance of N. $20^{\circ}25'46''$ E., 169.97 feet; thence, tangent from said curve, N. $44^{\circ}55'16''$ E., 50.53 feet; thence, S. $89^{\circ}55'16''$ W., 91.86 feet to a point on the westerly line of said section, said point also being an angle point on the easterly line of Parcel "A" as shown on said survey; thence, along the easterly and northerly line of said parcel, N. $00^{\circ}04'37''$ W., 209.48 feet; thence, S. $75^{\circ}20'47''$ W., 660.10 feet to the southeast corner of Lot 14, Block 29 of Harris Ranch Subdivision No. 4, recorded in Book 81 of Plats at Pages 8807 through 8809, Ada County records; thence, along the exterior boundary of said subdivision through the following courses: N. $11^{\circ}26'30''$ W., 173.71 feet; thence, N. $48^{\circ}18'13''$ W., 276.07 feet; thence, N. $68^{\circ}01'57''$ W., 558.59 feet; thence, N. $73^{\circ}14'42''$ W., 206.78 feet; thence, S. $16^{\circ}48'47''$ W., 180.78 feet to a point on the northerly line of said Section 29; thence, along said northerly line, N. $89^{\circ}13'13''$ W., 45.42 feet to the southeasterly corner of that certain 7.29 acre parcel of land as shown on Record of Survey No. 5558, Ada County records; thence, along the easterly and northeasterly line of said parcel through the following courses: N. $12^{\circ}35'12''$ E., 115.20 feet; thence, N. $62^{\circ}39'13''$ W., 203.41 feet; thence, N. $68^{\circ}58'40''$ W., 607.25 feet; thence, N. $51^{\circ}39'40''$ W., 292.47 feet to the most northerly corner of said parcel on the mid-section line of said Section 20; thence, along said mid-section line, N. $00^{\circ}30'02''$ W., 4677.58 feet to the POINT OF BEGINNING.

SAID AREA B containing 475 acres, more or less.

AREA C

A parcel of land situated in the east half of Section 29, more particularly described as follows: **COMMENCING** at the quarter corner common to said Sections 20 and 29; thence, along the mid-section line of said Section 29,

S. $00^{\circ}29'29''$ W., 1458.45 feet to a non-tangent point on a curve on a line parallel with and 60.00 feet southwesterly of the southwesterly right-of-way of E. Warm Springs Avenue, (Old Hwy 21), and the POINT OF BEGINNING; thence, along said parallel line,

Southeasterly along said curve to the right having a radius of 4675.00 feet, an arc length of 483.67 feet, through a central angle of $05^{\circ}55'40''$, and a chord bearing and distance of S. $54^{\circ}15'38''$ E., 483.44 feet; thence, tangent from said curve,

S. $51^{\circ}17'49''$ E., 497.82 feet to the intersection with the northwesterly right-of-way line of S. Eckert Road as shown on Harris Ranch Subdivision No. 1 recorded in Book 79 of Plats at Pages 8416 through 8425, Ada County records; thence, along said northwesterly right-of-way line through the following courses

S. $41^{\circ}07'52''$ W., 104.42 feet; thence,

JAM

S. $41^{\circ}15'49''W.$, 853.93 feet to the beginning of a tangent curve; thence, Southwesterly along said curve to the right having a radius of 526.00 feet, an arc length of 204.90 feet, through a central angle of $22^{\circ}19'08''$, and a chord bearing and distance of S. $52^{\circ}25'20''W.$, 203.60 feet to the intersection with the mid-section line of said section; thence, along said mid-section line, N. $00^{\circ}29'29''E.$, 1438.41 feet to the POINT OF BEGINNING.

SAID AREA C containing 13.63 acres, more or less.

AREA D

A parcel of land situated in the southeast quarter of said Section 29, more particularly described as follows:

COMMENCING at the quarter corner common to said Sections 28 and 29; thence, along the easterly line of said Section 29,

S. $00^{\circ}55'05''W.$, 820.39 feet to a point on the southwesterly right-of-way line of E. Warm Springs Ave., (Old Hwy 21); thence, along said southwesterly line, N. $51^{\circ}17'49''W.$, 545.33 feet to the most easterly corner of that certain 100.78 acre parcel of land as shown on Record of Survey No. 4343, Ada County Records; thence, along the southeasterly line of said survey through the following courses:

S. $38^{\circ}50'33''W.$, 349.89 feet; thence,

S. $38^{\circ}51'14''W.$, 519.08 feet; thence,

S. $38^{\circ}50'38''W.$, 671.93 feet; thence,

S. $38^{\circ}50'25''W.$, 242.16 feet to the POINT OF BEGINNING; thence, leaving said southeasterly line,

S. $71^{\circ}41'02''E.$, 242.56 feet; thence,

N. $89^{\circ}07'13''E.$, 129.82 feet; thence,

S. $69^{\circ}24'27''E.$, 111.53 feet; thence,

S. $47^{\circ}25'24''W.$, 542.60 feet; thence,

N. $51^{\circ}39'12''W.$, 383.36 feet to a point on the southerly line of said survey; thence, along said southeasterly line

N. $44^{\circ}11'25''E.$, 336.72 feet to the POINT OF BEGINNING.

SAID PARCEL containing 3.91 acres, more or less.

EXCEPTING THEREFROM

A portion of Government Lot 2 in the Southeast 1/4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 29 from which the Southwest corner of said Section 29 bears North $89^{\circ}12'32''$ West, 2639.22 feet;

Thence North $75^{\circ}53'28''$ East, 261.83 feet to the most westerly corner of that certain parcel recorded as Tax Deed instrument No. 7708952, Records of Ada County, Idaho; Thence along the boundary lines of said parcel the following five courses and distances:

North $33^{\circ}12'22''$ East, 566.15 feet;

South $47^{\circ}40'21''$ East, 79.61 feet;

JAH

North 29°54'53" East, 94.60 feet;

South 65°21'42" East, 81.53 feet;

Thence South 51°34'46" East, 197.33 feet to the Southeast corner of that certain parcel of land described in Warranty Deed Instrument No. 98066491 of Ada County records and the REAL POINT OF BEGINNING;

Thence leaving said tax deed parcel boundary and along the easterly boundary of said Warranty Deed Instrument No. 98066491 North 44°11'12" East, 336.73 feet to a 5/8" rebar marking the Southwest corner of that certain parcel of land described in Warranty Deed Instrument No. 7643662 of Ada County records;

Thence along the South boundary line of said Warranty Deed Instrument No. 7643662 South 71°46'27" East, 77.81 feet;

Thence leaving said South boundary line South 38°19'10" West, 361.88 feet to the intersection with the North boundary line of the aforesaid Tax Deed;

Thence along said North boundary line North 51°34'46" West, 107.49 feet to the REAL POINT OF BEGINNING. Containing 31,227 square feet, more or less.

SAID AREA D containing 3.19 acres, more or less.

AREA E

A parcel of land situated in the southeast quarter of said Section 29, more particularly described as follows

COMMENCING at the south quarter corner of said Section 29 as shown on Record of Survey No. 4343, Ada County records; thence, along the north-south mid-section line of said section,

N.00°29'29"E., 665.35 feet to the southwesterly corner of that certain 100.78 acre parcel of land as shown on said survey and the POINT OF BEGINNING; thence, continuing,

N.00°29'29"E., 882.23 feet to the intersection with the southwesterly line as described in Instrument No. 98066491, Ada County records; thence, along said southwesterly line through the following courses:

S.52°58'08"E., 262.83 feet; thence,

S.44°16'49"E., 185.89 feet; thence,

S.11°11'21"E., 260.53 feet; thence,

S.08°37'23"E., 117.70 feet; thence,

S.04°31'59"W., 42.82 feet; thence,

S.42°25'21"E., 373.88 feet to an angle point on the southerly line of the above-described 100.78 acre parcel of land; thence, leaving said southwesterly line, along said southerly line through the following courses:

S.29°58'37"W., 94.60 feet; thence,

N.47°37'14"W., 79.59 feet; thence,

S.33°13'18"W., 74.48 feet; thence,

S.89°07'10"W., 94.80 feet; thence,

N.66°34'48"W., 151.83 feet; thence,

N.63°21'03"W., 283.95 feet; thence,

N.81°57'25"W., 29.73 feet to the **POINT OF BEGINNING**.

SAID PARCEL containing 8.60 acres, more or less.

J BH

EXCEPTING THEREFROM

A parcel of land located in the SE 1/4 of Section 29, T. 3 N., R. 3 E., B.M., Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the section corner common to Sections 19, 20, 29 and 30 of said T. 3 N., R. 3 E;

Thence South $89^{\circ}24'07''$ East, 5300.35 feet to the section corner common to Sections 20, 21, 28 and 29 of said T. 3 N., R. 3 E;

Thence South $00^{\circ}04'29''$ East, 2612.79 feet (formerly described as South $00^{\circ}04'44''$ East, 2612.90 feet) on the section line common to said Sections 28 and 29 to the 1/4 section corner common to said Sections 28 and 29;

Thence leaving said section line, South $42^{\circ}28'18''$ West, 649.74 feet (formerly described as South $42^{\circ}29'27''$ West, 649.79 feet) to a point on the southerly right-of-way line of East Warm Springs Avenue (Old State Highway 21), at the northwest corner of the Riverstone Community School Parcel, as same is shown on Record-of-Survey Number 5828 of Ada County Records;

Thence leaving said southerly right-of-way line, South $38^{\circ}51'14''$ West, 869.19 feet (formerly described as South $38^{\circ}50'33''$ West) on the westerly boundary line of those parcels shown on said Record-of-Survey Number 5828;

Thence South $38^{\circ}49'00''$ West, 671.71 feet (formerly described as South $38^{\circ}50'38''$ West, 671.93 feet) on the easterly boundary line of that parcel of land described in Warranty Deed Instrument Number 98066491 of Ada County Records;

Thence on the easterly and southerly boundary line of that parcel of land described in said Warranty Deed Instrument Number 98066491 for the following courses and distances:

Thence South $38^{\circ}50'25''$ West, 242.16 feet;

Thence South $44^{\circ}11'25''$ West, 336.72 feet;

Thence North $51^{\circ}34'23''$ West, 197.27 feet;

Thence North $65^{\circ}20'23''$ West, 81.60 feet to the **REAL POINT OF BEGINNING**;

Thence leaving the southerly boundary line of said Warranty Deed Parcel and on the southerly and westerly boundary line of that parcel of land shown on Record-of-Survey Number 4343 of Ada County Records for the following courses and distances:

Thence South $29^{\circ}58'37''$ West, 94.60 feet;

Thence North $47^{\circ}37'14''$ West, 79.59 feet;

Thence South $33^{\circ}13'18''$ West, 74.48 feet;

Thence South $89^{\circ}07'10''$ West, 94.80 feet;

Thence North $66^{\circ}34'48''$ West, 151.83 feet;

Thence North $63^{\circ}21'03''$ West, 85.00 feet;

JKA

Thence leaving said Record-of-Survey Number 4343 Parcel, North $35^{\circ}41'44''$ East, 353.23 feet to a point on the westerly boundary line of that parcel of land described in said Warranty Deed Instrument Number 98066491, which point is the southwest corner of Lot 10, Block 54 of the Proposed Harris Ranch Subdivision No. 11;

Thence South $04^{\circ}32'00''$ West, 17.33 feet on said westerly boundary line;
Thence South $42^{\circ}25'21''$ East, 16.45 feet on said westerly boundary line;
Thence leaving said westerly boundary line, South $00^{\circ}40'13''$ West, 40.14 feet;
Thence South $79^{\circ}32'40''$ East, 45.44 feet to a point on the westerly boundary line of that parcel of land described in said Warranty Deed Instrument Number 98066491;
Thence South $42^{\circ}25'21''$ East, 291.89 feet on said westerly boundary line to the real point of beginning.

SAID PARCEL containing 2.07 acres more or less.

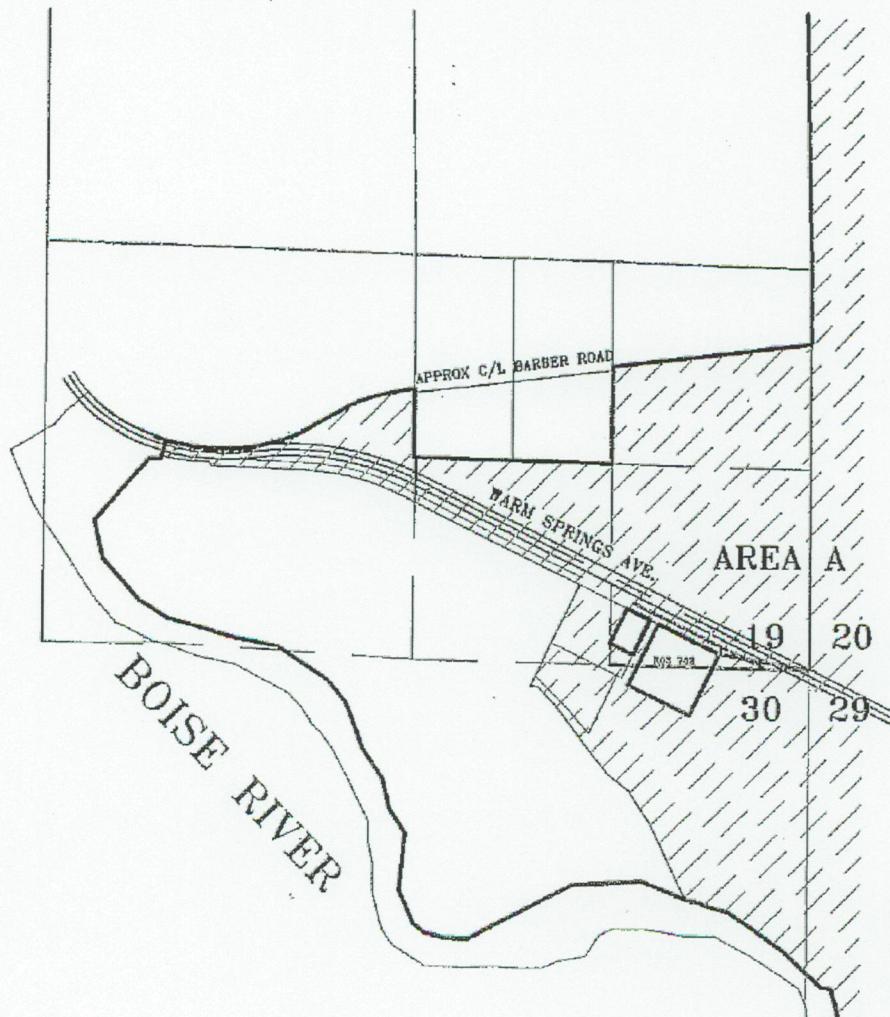
SAID AREA E containing 6.53 acres, more or less.

△PKA

EXHIBIT A-1

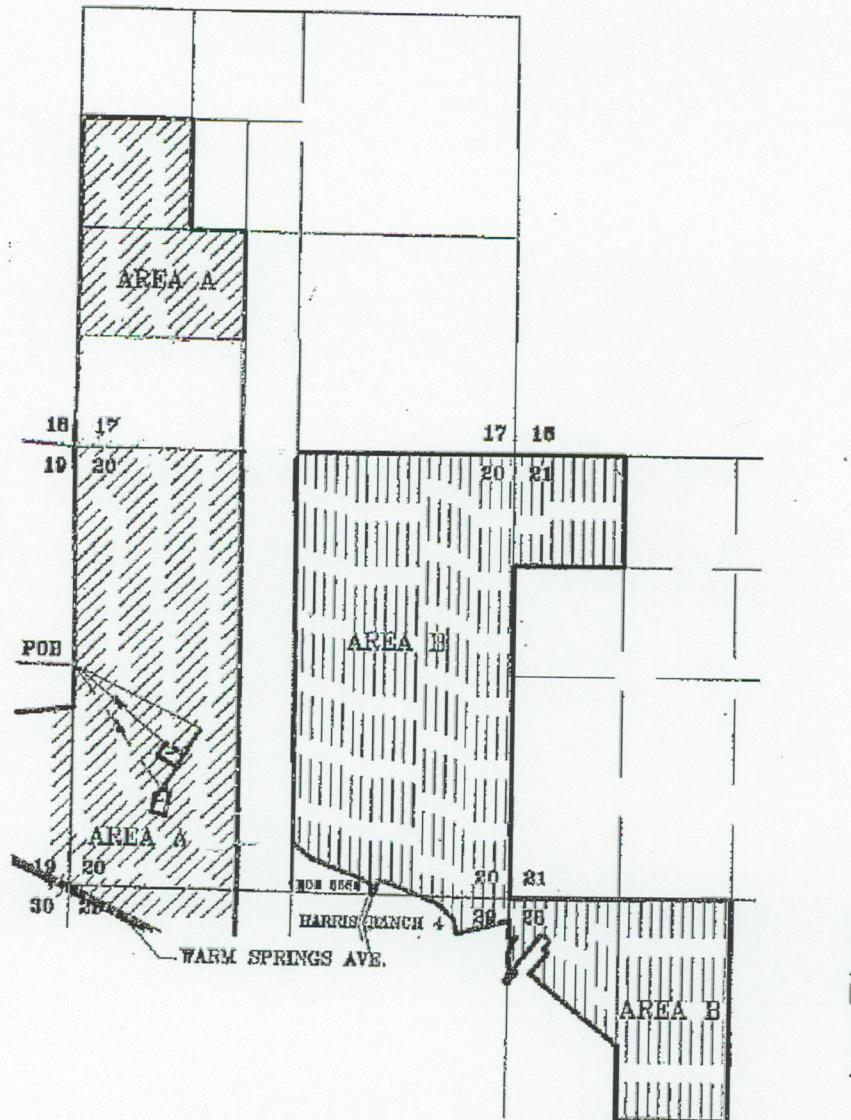
Map Depicting Property

PARCELS OF LAND SITUATED IN SECTIONS 17, 19, 20, 21, 28, 29, AND 30,
TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
ADA COUNTY, IDAHO.



JB

PARCELS OF LAND SITUATED IN SECTIONS 17, 19, 20, 21, 28, 29, AND 30,
TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
ADA COUNTY, IDAHO.



PARCELS OF LAND SITUATED IN SECTIONS 17, 19, 20, 21, 28, 29, AND 30,
TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
ADA COUNTY, IDAHO.

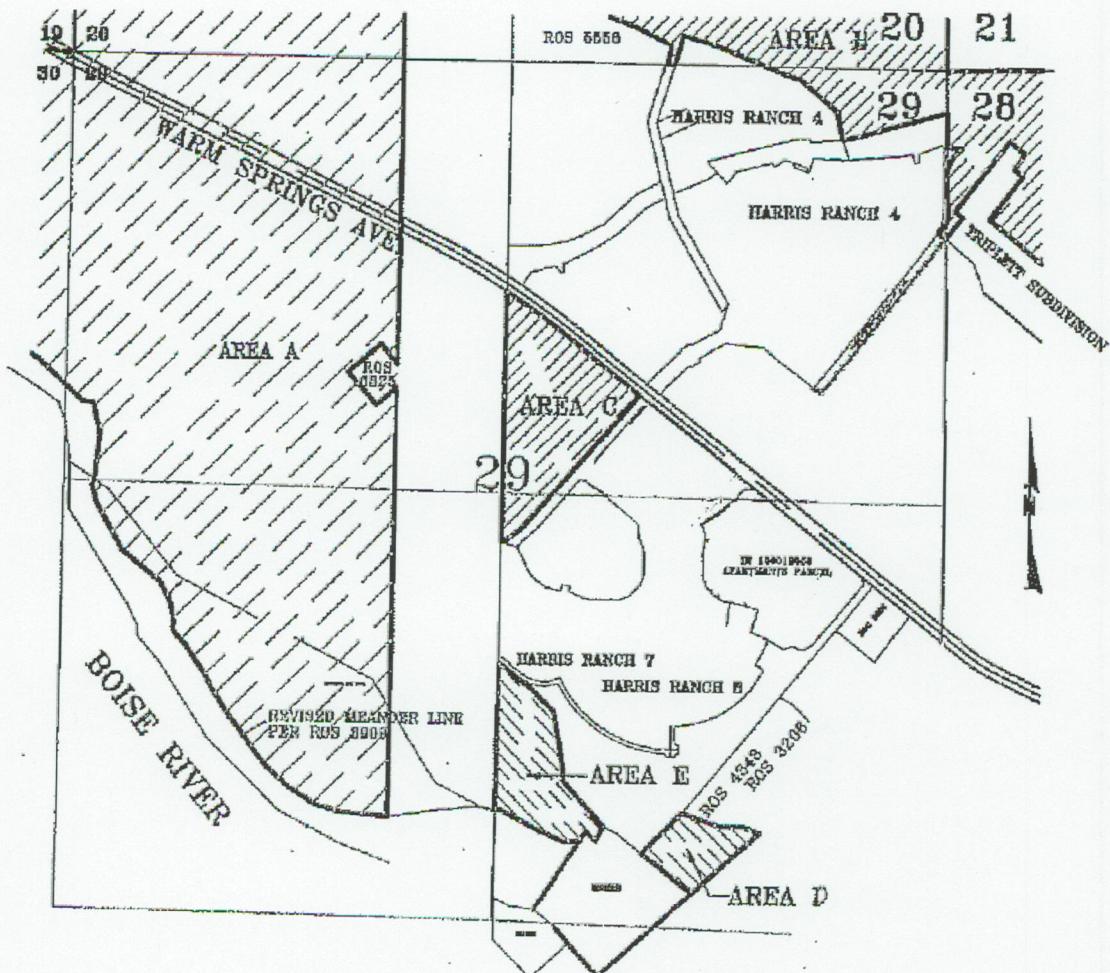


EXHIBIT B

Allocation of Votes and Assessment Obligations

(A) Determination of Equivalent Units. The voting rights in the Master Association (or in a Local Association or with respect to a Phase without a Local Association) attributable to a Unit shall be based upon the number of Equivalent Units allocated to a particular Unit relative to all other Units within the Property (or within a particular Phase, as the case may be). The Assessment obligations attributable to a Unit shall be based upon the number of Equivalent Units allocated to a particular Unit relative to all other Units subject to a particular Assessment. The number of "Equivalent Units" allocated to each Unit shall be determined as follows:

Unless otherwise provided in a recorded Supplemental Declaration signed by Developer, each Unit shall be allocated Equivalent Units based upon the land use classification into which it is assigned, as reflected in a Supplemental Declaration signed by Developer, and recorded against the Unit(s), or if none, then the land use classification shall be determined by the Harris Ranch Specific Plan Code, applicable City zoning or actual use. If the land use classification for a particular Unit is not clear, the determination of land use classification made by the Harris Ranch Review Board, pursuant to the Harris Ranch Specific Plan Code, shall be controlling and final. Each Unit shall be allocated a minimum of one (1.0) Equivalent Unit.

<u>Land Use Classification</u>	<u>Equivalent Units</u>
Residential (unsubdivided)	1.0 Equivalent Unit per each single family residential lot that the Unit is intended to be subdivided into under the Harris Ranch Specific Plan Code, or the City zoning ordinances applicable to the Unit, or as permitted under the Supplemental Declaration applicable to the Unit, whichever is less.
Residential (subdivided)	1.0 Equivalent Unit.
Apartment	1.0 Equivalent Unit per each apartment unit that is intended to be constructed on the Unit under the Harris Ranch Specific Plan Code, or the City zoning ordinances applicable to the Unit, or as permitted under the Supplemental Declaration applicable to the Unit, whichever is less, until the Unit is fully developed as contemplated by the Development Plan, and thereafter, the Unit shall be allocated 1.0 Equivalent Unit per each apartment unit constructed.

For the purposes of this Exhibit B, a residential condominium unit shall be treated the same as an apartment unit and a Live/Work unit shall be treated the same as a residential unit. *JKA*

Commercial

1.0 Equivalent Unit per each 10,890 gross square feet of area comprising the Unit (rounded up to the nearest full Equivalent Unit), including those portions of the Unit located above and below ground level (e.g., a parking structure). For purposes of illustration, but not of limitation, if a commercial Unit contains 30,000 square feet of area, said Unit would be allocated three (3.0) Equivalent Units.

In the case of Units within a commercial condominium (other than any Units created for residential/apartment use), each Unit shall be deemed to contain the area of land determined by multiplying the total square footage of land comprising the condominium by a fraction, the numerator of which is that Unit's percentage interest in the common elements of the condominium and the denominator of which is the aggregate percentage interest in the common elements of the condominium of all Units in the condominium (other than any Units created for residential/apartment use). Each Unit in a commercial condominium that is created for residential/apartment use shall be excluded for purposes of determining the number of Equivalent Units for the commercial condominium. In the case of commercial Units subject to the jurisdiction of another owners association which holds title to common property for the benefit of such Units, each such Unit shall be deemed to include, in addition to the land within the boundaries of the Unit, its pro rata share of the common property of such owners association, based upon the percentage of liability for common expenses of such owners association attributable to the Unit.

(B) Vote Calculation. The vote(s) attributable to a Unit shall be equal to the total number of Equivalent Units allocated to the Unit, as determined in subparagraph (A) above. No Unit shall be allocated less than one (1.0) vote.

(C) Assessment Calculation. The Assessment obligation attributable to a Unit shall be determined by multiplying the assessment rate (as determined by the Master Association or the applicable Local Association, as the case may be) associated with the land use classification into which the Unit is assigned by the total number of Equivalent Units allocated to the Unit, as determined in subparagraph (A) above.

JAB